

## **LOfavør Legal Expenses Insurance with HELP**

Insurance terms and conditions for collective agreements through LO

unions Insurance terms and conditions as of 1 January

2026

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## 1 INSURANCE POLICYHOLDER AND MEMBER OF THE INSURANCE AGREEMENT

A collective insurance agreement has been entered into between LOfavør and HELP Forsikring AS ("the Company" or "HELP") for the benefit of LO members, cf. the Insurance Contracts Act ("FAL") Chapter 9.

The insurance applies to the person who has taken out the insurance and is a member of LO, as well as their household (hereinafter referred to as the Member), cf. the Insurance Contracts Act ("FAL") Section 9-2 (2) letter a.

Household means up to two adults living together in a marriage or marriage-like relationship, and children under the age of 21 living at home. In addition, the Member's children under the age of 21 who live away from home due to upper secondary education are covered to the extent regulated in section 7.1. In the event of a conflict of interest between household members, the insurance only applies to the benefit of the LO member.

If the household member is a member of LO in a union with a collective insurance agreement with HELP and has opted out of the scheme due to household coverage, both are still fully covered by the insurance scheme, both in terms of legal advice and legal assistance in the event of a dispute.

Members who no longer wish to have the insurance can cancel it by contacting HELP, cf. FAL § 9-2 (2) letter c.

The insurance premium is paid by the individual Member. The Member is invoiced by HELP, cf. FAL 9-2 (2) letter e.

## 2 INSURANCE PERIOD AND INSURANCE CERTIFICATE

The insurance is valid from 1 January 2026. The insurance period is 12 months, after which the insurance is automatically renewed. Members have rights under the collective insurance agreement, and the insurance period may therefore be shorter than 12 months if the Member joins during the insurance period.

Insurance certificates are issued by HELP, cf. FAL § 9-2 (2) letter d.

The insurance relationship will be terminated if membership of the Association ceases, cf. FAL § 9-2 (2) letter g. Furthermore, the insurance will be terminated if the cooperation agreement between LO and the Company ceases. Termination of the cooperation agreement is considered to be a "special circumstance" that gives grounds for terminating the insurance agreement, cf. FAL § 3-7 first paragraph. Upon termination, the insurance period is two calendar months from the date of termination.

## 3 ELECTRONIC COMMUNICATION BETWEEN THE MEMBER AND THE COMPANY

The Company will communicate with the Member electronically, and by being a member of the insurance, the Member agrees that all communication between the Member and the Company may take place electronically. The Member must ensure that they review all electronic communications from the Company, as these communications may contain important information about the insurance relationship, such as:

- Insurance terms and conditions
- Invoices (where non-payment may result in the insurance cover being terminated)
- Documents relating to the termination of the insurance Documents relating to claims

Electronic communication means that HELP sends the Member information as attachments to e-mails or notifies the Member by e-mail/text message when a new document is available on the customer portal "My Page".

## **4 WHAT DOES LOFAVØR LEGAL INSURANCE COVER AND FROM WHEN DOES IT APPLY?**

### **4.1 Legal advice**

The insurance covers legal advice within the areas of law covered by section 7.1, for the Member's current needs during the insurance period, before a dispute has arisen. The insurance does not cover legal advice where a future dispute was foreseeable and the need for advice in this regard first arose before the Member joined the collective insurance agreement.

### **4.2 Dispute**

The insurance covers disputes arising during the insurance period within the areas of law covered by section 7.1. A dispute is deemed to have arisen when a contested claim is first made or received, or when a counterparty fails to respond to a claim within a reasonable period of time. The case is not covered if the circumstances and information forming the basis for the dispute existed at the time the Member took out the insurance.

### **4.3 From when does LOfavør Legal Insurance apply?**

LOfavør Legal Expenses Insurance must be taken out no later than six months before the future dispute became apparent. The following clarifications apply to these types of cases:

- In cases concerning divorce, legal expenses insurance must be taken out no later than six months before the cut-off date specified in Section 60 of the Marriage Act.
- In cases of separation, legal expenses insurance must be taken out no later than six months before the parties moved apart.
- In child custody cases, legal expenses insurance must be taken out no later than six months before the first request for mediation was made to the family welfare office in the case in question.
- In inheritance cases, the legal expenses insurance must have been taken out no later than six months before the death of the deceased, with the exception of cases concerning:
  - lifetime transfer of undivided estate. The case will be covered even if the death occurred before the member took out legal expenses insurance.
  - dispositions of the undivided estate made by the surviving spouse in contravention of the rules of inheritance law. The case will be covered even if the death occurred before the member took out legal expenses insurance.
- In cases concerning offensive online publication, legal expenses insurance must be taken out no later than six months prior to the date of publication.
- In cases concerning Chapter 12 of the Education Act, the legal expenses insurance must be taken out no later than six months before the pupil no longer has a safe and good school environment in accordance with Section 12-2 of the Education Act.
- In non-life insurance cases, legal expenses insurance must be taken out no later than six months before the damage occurs.

## 5 NOTIFICATION OF CLAIMS

The member must report claims for insurance coverage to the Company without undue delay, cf. FAL § 4-10. If the Company has not been notified of the claim within one year of the circumstances or information on which the case is based becoming known to the Member, the right to cover shall be forfeited, cf. FAL § 8-5. The claim must in any case be notified within the insurance period, see point 2.

## 6 CHOICE OF LAW AND JURISDICTION

The insurance only applies to cases governed by Norwegian law and which have Norwegian courts as the venue. In addition, the Member has additional cover in Sweden and Denmark. See separate terms and conditions for Sweden [here](#) and Denmark [here](#).

## 7 WHAT LEGAL AID NEEDS ARE COVERED

### 7.1 What legal aid needs are covered

As a private individual, the member is entitled to preventive legal advice and legal assistance in the event of a dispute, see section 4. Assistance is provided in the following areas of law:

- Family law
- Children's rights under the Children Act, limited to parental disputes concerning access, permanent residence and/or parental responsibility where a valid mediation certificate is available, as well as disputes concerning paternity and appeals to NAV concerning the amount of child support. Legal assistance is limited to assistance in one dispute, initiated by the Member themselves, for each of the Member's children. For assistance beyond this, see section 7.5. If the Member is sued, this limitation does not apply.
- Inheritance
- Goods and services, including purchase and rental contracts (except for the purchase of legal and real estate services), rental, leasing, subscription agreements and travel. This applies provided that the purchase agreement was entered into while the Member was covered by the insurance agreement and the amount in dispute, understood here as the principal, exceeds NOK 6,000.
- Legal status of real estate
- Loss of driving licence and confiscation of driving licence when driving in and outside of work. This does not apply in cases of suspected driving under the influence, speeding, professional drivers during working hours or cases where the Member is entitled to a publicly appointed defence lawyer. Confiscation of driving licence due to health reasons is not covered.
- Non-life insurance claims under the Member's own insurance related to the following items/services:
  - House (not change of ownership or contents)
  - Boats
  - Vehicles
  - Travel
- Offensive online publication. The member is entitled to assistance in deleting and/or de-indexing published information/images, if this can be achieved through dialogue with the party that posted the information/image, dialogue with the website where the publication took place, or through the handling of the case by ordinary dispute resolution bodies. The publication must be unlawful and have offensive content. The publication must have taken place in open and freely accessible sources on the internet, but limited to publications in Norwegian, Swedish, Danish or English.

Open and freely accessible sources refer to websites, forums, blogs, media, etc. that are open or virtually open to the general public. Access to the source is not limited to a specific group of people, does not require membership or affiliation, and does not impose other criteria for access that the general public cannot meet or comply with.

- ID theft, when this has occurred as a result of a person unlawfully and with intent to gain using the Member's identity to acquire goods and services, open a bank account, apply for a credit card or loan, apply for identification or register a telephone or other subscription in the Member's name.
- Misuse of payment instruments (personal debit and credit cards) that can be used for financial gain by the person receiving the information, for example through identity theft or fraud where the Member is tricked/misled into disclosing personal or card details.
- Cases concerning decisions on expulsion or exclusion under the University and College Act and the Vocational College Act. The insurance covers legal assistance from the time the case is brought, or from the time a written warning is given.
- The Member's children under the age of 21 who either live at home or away from home due to upper secondary education are entitled, in addition to the above areas of law, to legal assistance up to and including court proceedings within the following areas:
  - The Education Act and the Independent Schools Act. Cases under the Education Act and the Independent Schools Act shall, as far as possible, be directed against the school owner.
  - Act on Educational Support
  - Financial benefits granted under the National Insurance Act
  - Disputes concerning child insurance
  - Rent

Legal assistance for the above items is provided until the case is resolved by settlement or dealt with by the ordinary dispute resolution bodies. In addition, subsequent enforcement of monetary claims in cases where the Member has received legal assistance from the Company to enter into a settlement or obtain a final judgment is covered, with one application for enforcement (in Scandinavia), as well as court fees associated with this.

## 7.2 Legal aid needs that are not covered

The insurance specifies exhaustively in section 7.1 which areas of law are covered. Section 7.1 must be read with the clarifications below. The insurance does not cover:

- Cases relating to the Member's position, professional or business circumstances, with the exception of:
  - Rental of premises/studios or purchase of musical instruments in a business context.
  - Assistance in establishing a company to enter into an agreement for the rental of premises for cultural events and music studios.
- Matters under the Child Welfare Act
- Matters relating to the purchase/sale of real estate
- Matters concerning new construction or total renovation of residential/holiday homes covered by the scope of the Housing Construction Act. This applies regardless of the choice of law specified in the agreement between the parties.
- Purchase of legal and real estate services
- Purchase of goods and services where no tax or duties have been paid (undeclared work)
- Contracts for financial services and capital investments
- Cases concerning inheritance rights, rights of residence and reindeer husbandry
- Immigration cases, including cases concerning asylum, residence and family immigration
- Technical assistance for the removal of offensive content from the internet
- Insurance cases related to household contents, cabins and holiday homes
- Personal insurance, or cases related to personal injury, even if the coverage is part of a combined insurance agreement
- Matters relating to the Tort Liability Act
- Legal matters relating to real estate outside Norway, Sweden and Denmark

- Tax law
- Company law, including claims against the board, management, managing director and/or other shareholders associated with the company and/or the company's insurance company
- Cases related to the University and College Act and the Vocational College Act do not cover cases related to substance abuse, health reasons or criminal offences under the Penal Code
- Disputes against the Company, or cases where there is a conflict of interest between the Member and the Company
- Cases concerning the Member's intentional or fraudulent acts or omissions
- Cases related to damage resulting from radioactivity, chemical disasters or natural disasters, acts of terrorism, war, revolution/riots or other similar events.

### **7.3 Insurance sum**

The Member is entitled to legal assistance of up to three million per insurance case for cases that fall within the scope of the cover. Legal assistance applies to both advice and dispute resolution (combined). See section 9 for details of which legal costs are covered within the maximum limit.

### **7.4 Excess**

For legal assistance in disputes, an excess of NOK 3,000 applies. See [www.help.no](http://www.help.no) for more information on whether the Member or the Association covers the excess.

### **7.5 Legal mediation**

In cases where both parties to a dispute have legal expenses insurance/legal aid cover with the Company and there is therefore a conflict of interest, HELP may propose lawyer mediation. If both parties agree to this and the case is suitable for such mediation, HELP will arrange for lawyer mediation in accordance with detailed guidelines presented to the members. If the mediation is unsuccessful, both parties will be entitled to legal assistance from a solicitor of their choice in accordance with the cover defined above.

In parental disputes under the Children Act where the Member has received legal assistance from the Company to bring legal proceedings and such proceedings have been heard and concluded by the court, either by settlement, dismissal of the case, judgment or ruling, a quarantine period of two years from the date the decision becomes final shall apply. After two years, the Company offers further legal assistance with up to 10 hours of legal mediation if:

- There is a new dispute concerning the same child, and the Member has previously made use of assistance under clause 7.1 in the previous dispute
- Both parties agree to mediation

The Member is nevertheless entitled to legal advice in accordance with section 7.1 before two years have elapsed. If the Member is summoned to court during the quarantine period mentioned in the previous paragraph, the restriction does not apply.

## **8 MEMBERS' OBLIGATIONS**

The member is obliged to act loyally towards the Company, including sending the Company all relevant documents to which they have access and which may be of significance to the case and the cover under this insurance. Furthermore, it is a prerequisite that all questions from the lawyer are answered honestly and to the best of their ability. The member shall, on their own initiative, immediately provide information about all matters that may be relevant to the case, and shall make themselves available, show property, objects and documents, etc. to the extent required by the case. The member is obliged to provide information about other relevant insurance schemes to which they may be entitled.

The member shall not take any steps in cases or vis-à-vis the opposing party/the opposing party's lawyer without this having been agreed with the lawyer. The member has a duty not to provoke the insurance event, to avert and limit the loss, and to report the insurance event to the Company without undue delay, cf. FAL

Sections 4-9 and 4-10.

If the Member fails to respond to inquiries from the lawyer over time or otherwise fails to fulfil their obligations under FAL § 8-1 first paragraph and the insurance terms and conditions, the case will be suspended until the Member obtains and submits the necessary information. The Company shall not be liable for any loss of rights incurred by the Member as a result of the case being suspended.

If the Member fails to fulfil their obligations under FAL § 8-1, second to fourth paragraphs, and the insurance terms and conditions, the Member may lose their right to cover under this insurance.

Enquiries to the Company should be addressed to:

HELP Insurance AS PO Box  
1870  
0124 Oslo

Email: [post@help.no](mailto:post@help.no)  
Telephone: 22 99 99 99

In accordance with money laundering regulations, Members are always required to confirm their identity to HELP by logging in to HELP's "My Page" or by other means of secure identification. If the Member fails to log in, the insurance case will be closed.

## **9 THE COMPANY'S OBLIGATIONS AND RIGHTS**

### **9.1 Free choice of solicitor**

In the event of a dispute, the Member is free to choose a lawyer, cf. Section 13 of the Insurance Contracts Regulations. This means that the Member is free to be represented by a lawyer appointed by HELP Forsikring AS or an external lawyer of their own choice.

When choosing a lawyer who has not been appointed by HELP Forsikring AS, reference is made to section 9.3. A dispute is deemed to have arisen if a claim has been made that is disputed or if a counterparty fails to respond to a claim within a reasonable time.

Legal advice includes legal assistance that is not related to disputes, such as investigative assignments, assistance in drawing up agreements and wills, land division cases where no dispute has arisen, etc. Legal advice to the Member is provided by lawyers employed by HELP Forsikring AS and is not covered by the provisions of the agreement regarding free choice of lawyer. In cases of conflict of interest, the Member may be entitled to use a lawyer of their own choice, including for legal advice, see Section 13 of the Insurance Contracts Regulations.

### **9.2 When using a lawyer appointed by HELP Forsikring AS**

The insurance covers legal assistance insofar as the case is covered by the insurance terms and conditions. The Member shall provide HELP Forsikring AS with a statement of facts and evidence so that HELP Forsikring AS has a sufficient basis for deciding the question of coverage, cf. clause 7. HELP Forsikring AS may reassess the question of coverage if the factual or legal basis for the case changes. HELP Forsikring may refuse to cover legal assistance if the Company believes that, based on an objective legal assessment, it is unlikely that the claim will be successful. The lawyer shall decide at all times.

what steps should be taken in the case, including whether and when the case should be brought before the courts. The lawyer decides whether and when the case should be closed.

After registering the case, the Member will be contacted by a lawyer who has special expertise in the legal area to which the case relates and who will be responsible for following up the case.

HELP Forsikring AS has the right to hold the opposing party liable for the legal costs. Such compensation shall accrue to HELP Forsikring AS, and HELP Forsikring AS may demand that the legal costs be paid directly to it by the opposing party. Any compensation for the costs of experts and witnesses shall be reimbursed to the Member.

If, after a judgment or other court decision has been made, the Member enters into a settlement agreement that reduces HELP Forsikring AS's claim for coverage of legal costs, the subsequent agreement between the Member and the other party is not binding on the Company's rights.

HELP Forsikring AS covers up to NOK 3 million per insurance case. Within this maximum limit, the Member's reasonable and necessary legal assistance in the case is covered. Any costs incurred for experts and witnesses are not covered. Legal mediation is covered as specified in section 7.5. Legal assistance and mediation are covered at an hourly rate limited to the public fee rate (cf. the Fee Regulations § 2).

In cases where the Member petitions for bankruptcy or public administration of joint property or estate, court fees or advances to cover bankruptcy costs are not covered by the insurance.

In cases where the matter is handled by a solicitor appointed by HELP Forsikring AS, the legal costs awarded in accordance with the rules of the Dispute Act and court fees in the proceedings will be covered, provided that the total coverage does not exceed the maximum limit of NOK 3 million per insurance case.

### **9.3 When using an external solicitor of the Member's choice**

Clause 9.1 specifies when the Member is entitled to use an external lawyer of their own choice. If the Member wishes to use a lawyer outside HELP Forsikring AS, HELP Forsikring AS must be notified of this immediately, if possible when registering the case, see clause 5.

The insurance covers legal assistance insofar as the case is covered by the insurance terms and conditions, cf. clause 7. The member shall provide HELP Forsikring AS with a statement of facts and evidence when a dispute arises so that HELP Forsikring AS has sufficient basis to decide on the question of coverage, cf. clause 7. HELP Forsikring may refuse to cover legal assistance if the Company believes that, based on an objective legal assessment, it is unlikely that the claim will be successful.

HELP Forsikring AS covers up to NOK 3 million per insurance case. Within this maximum limit, the Member's reasonable and necessary legal costs in the case are covered. Legal mediation is covered as specified in section 7.5. Legal assistance and mediation are covered at an hourly rate limited to the public fee rate (cf. the Fee Regulations § 2). Any costs relating to experts and witnesses are not covered. Costs resulting from a change of lawyer are not covered as a rule, but are nevertheless covered where a change of lawyer is necessary to ensure proper handling of the case. In the event of disagreement between HELP Forsikring AS and the Member as to what constitutes reasonable and necessary costs, the Member or the lawyer may choose to bring the matter before a committee or ask the Financial Complaints Board to decide the matter, see section 10.

For disputes brought before the courts, the Member is obliged, at the request of HELP Forsikring AS, to request that the court determine the lawyer's remuneration in accordance with Section 3-8 of the Dispute Act. HELP Forsikring AS is not liable for legal costs that exceed the remuneration determined by the court. Legal costs awarded in accordance with the rules of the Dispute Act and court fees in proceedings are not covered when the Member has chosen a lawyer himself.

HELP Forsikring AS has the right to demand that the Member hold the other party liable for the legal costs. Such compensation shall accrue to HELP Forsikring AS, which may demand payment of the legal costs. However, this does not apply to any compensation for costs relating to experts and witnesses.

If, after a judgment or other court decision has been made, the Member enters into a settlement agreement that reduces HELP Forsikring AS's claim for coverage of legal costs, the subsequent agreement between the Member and the opposing party is not binding on the Company's rights.

It is a prerequisite for coverage of legal fees of one's own choosing that HELP Forsikring AS receives specified timesheets and a list of any other legal costs associated with the assignment. Such timesheets must be received no later than one month after the end of the assignment. In the event of a dispute in the judicial system, such timesheets must in any case be received by HELP Forsikring AS no later than one week after the decision in the case has been announced in the individual instance, or no later than one week after the case has been finally concluded if the announcement has been waived.

In cases where the Member petitions for bankruptcy or public administration of joint property or estate, court fees or advances to cover legal costs are not covered by the insurance.

The restrictions on the use of a solicitor of the Member's choice also apply if the Member chooses to have a solicitor appointed by the Company after legal action has been taken.

## 10 ADJUDICATION

If the Member disagrees with a decision to terminate the case or not to pursue the claim further, he or she may request that the decision be reviewed by the Company's independent committee. The committee consists of four persons, at least one of whom must have legal expertise. One of the members of the committee shall be appointed by LO Norway. The committee's review is free of charge for the complainant. The complaint shall be submitted by post or electronically to:

HELP Forsikring AS  
PO Box 1870  
0124 Oslo

Email [klagenemnden@help.no](mailto:klagenemnden@help.no)

The committee will decide whether the case should continue at the Company's expense or be closed. The member will be informed of the outcome of the committee's deliberations. The chair of the committee has the right to reject complaints that clearly have no chance of success.

If, after the committee's consideration, the Member chooses to pursue the case on their own and at their own expense, and wins their case, the necessary costs will be covered. The assessment is made on the basis of the rules of the Dispute Act on the determination of legal costs.

The member may also choose to submit the case to the Financial Complaints Board. Complaints are processed at no cost to the complainant. Complaints are submitted electronically via the complaint form at [www.finansklagenemnda.no](http://www.finansklagenemnda.no). The Financial Complaints Board can also be contacted by telephone on 23 13 19 60.

## 11 PRIVACY

HELP's privacy policy can be found at [www.help.no](http://www.help.no).

All information received by the Company in connection with its work is treated confidentially and is subject to the rules governing lawyers' duty of confidentiality. It will be necessary to communicate information provided by the Member to the Company to others, for example when using experts and other necessary communication to

safeguard the Member's interests. The Company assumes that it has the Member's permission to disclose information as mentioned above. The Company has the right to disclose information about a potential or existing client relationship in order to explain conflicts of interest.

In the event that the excess is to be paid by the Association, HELP will, upon request, notify the Association that the member has used the insurance. No information will be provided about the type of case or the nature of the advice. The Association may carry out checks by contacting HELP.

## **12 BACKGROUND**

The insurance agreement consists of the insurance certificate and insurance terms and conditions, as well as the provisions of the Insurance Contracts Act of 16 June 1989 No. 69 (the Insurance Contracts Act) and other legislation.

