

LOfavør Legal Assistance Insurance with HELP

Insurance terms and conditions for collective
agreements through the Norwegian Confederation of
Trade Unions (LO)

Insurance Terms and Conditions of 01 January 2025

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1 INSURANCE RATES AND MEMBERS OF INSURANCE AGREEMENTS

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

The insurance applies to individuals who have taken out insurance and who are members of LO, as well as their household (hereafter referred to as the 'Member'), cf. Chapter 9-2 (2) subsection a. of the Insurance Contracts Act.

By household is meant up to two adults who live together and are married or in a marriage-like relationship, as well as any children living in the home on a full- or part-time basis under the age of 21. In addition, a Member's child under the age of 21 not living in the home is included in the insurance cover if they are in higher education to the extent as stated in Section 8.1. In the event of a conflict of interests between household members, the insurance is only valid for the member of LO.

If the household member is an LO member associated with a collective insurance contract from HELP and has opted out of the scheme due to household coverage, they are both nevertheless fully covered by the insurance scheme, both in terms of legal advice and legal aid in the event of disputes.

Members who no longer wish to be insured may cancel the insurance by contacting HELP, cf. Chapter 9-2 (2) subsection c. of the Insurance Contracts Act.

The insurance premium shall be paid by the individual Member. The Member shall be invoiced by HELP, cf. Section 9-2 (2), subsection e. of the Insurance Contracts Act.

2 INSURANCE PERIOD AND INSURANCE CERTIFICATE

The insurance policy applies from 1 January 2025. The insurance period is 12 months, and the insurance renews automatically after this time. The Members have rights under the collective insurance contract, and the insurance period may therefore be shorter than the 12 months if the Member joins during the insurance period.

Insurance certificates will be issued by HELP, cf. Section 9-2 (2), subsection d. of the Insurance Contracts Act.

The insurance cover will stop if membership of the Confederation ceases, cf. Section 9-2 (2), subsection g. of the Insurance Contracts Act. Furthermore, the insurance policy will be terminated if the collaborative agreement between the Confederation and the Company ceases. These are considered to be 'special circumstances' that permit the termination of the insurance agreement, cf. Section 3-7, first paragraph of the Insurance Contracts Act. Upon termination, the insurance policy will remain in force for two calendar months from the date of termination.

3 ELECTRONIC COMMUNICATION BETWEEN THE MEMBER AND THE COMPANY

The Company shall communicate with the Member electronically, and by being a Member of the insurance, approval is implicitly given that all communication between the Member and the Company can be electronic.

The Member must take care to carefully review all electronic communication from the Company, as it may contain key details of the insurance cover, such as:

- Insurance terms and conditions
- Invoices (where failure to pay may result in the insurance cover ceasing)
- Documents applicable to the cessation of the insurance
- Documents linked with any claims

Electronic communication means that HELP sends the Member information as an email attachment or will inform the Member by email/text message when new documents are available on the customer portal under 'My Page'.

4 FROM WHEN IS LOFAVØR LEGAL ASSISTANCE INSURANCE VALID?

The insurance provides coverage for preventive legal advice as set out in Section 8.1, and is valid provided that the Member only became aware of the circumstances and information on which the need for legal assistance is based during the insurance period.

Furthermore, the insurance provides coverage for disputes as described in Section 8.1. A case shall be considered a dispute if a submitted or received claim is contested, or if a counterparty fails to respond to a claim within a reasonable period of time. A case shall not be covered if the conditions and information that form the basis of the dispute existed at the time when the Member took out the insurance.

The following clarifications apply to these specific types of cases:

- In cases concerning distribution of marital possessions, legal assistance insurance must have been taken out prior to the date of separation as set out in Section 60 of the Marriage Act.
- In the event of a relationship breakdown, the legal assistance insurance must have been taken out prior to the time that the parties cease to live together.
- In cases concerning child custody, the legal assistance insurance must have been taken out prior to a request for mediation at the family welfare centre in the case in question.
- In cases of inheritance, the legal assistance insurance must have been taken out prior to the death of the deceased, with the exception of those cases that entail:
 - lifetime transfers of undistributed estates. The case will be covered even if the death occurred prior to legal assistance insurance being taken out provided that the conditions and information that form the basis of the dispute arose after the date that insurance was taken out.
 - disposals of undistributed assets that have been carried out in contravention of the rules of the Inheritance Act. The case will be covered even if the death occurred prior to legal assistance insurance being taken out provided that the conditions and information that form the basis of the dispute arose after the date that insurance was taken out.
- For cases concerning offensive online publications, the legal assistance insurance must have been taken out prior to the date of publication.
- In cases that are subject to Chapter 12 of the Education Act, the legal assistance insurance must have been taken out prior the point when the pupil no longer has a safe, good schooling environment in accordance with Section 12-2 of the Education Act.
- In general insurance cases, the legal assistance insurance must have been taken out prior to the date of the insured event.

5 QUARANTINE

A quarantine period of 6 months applies to all cases. This means that the insurance policy will only cover cases for which the need for legal assistance became known to the Member 6 months or later after the Member became a party to the insurance agreement.

6 NOTIFICATION OF CLAIMS

The Member must make a claim against their insurance to the Company without undue delay, cf. Section 4-10 of the Insurance Contracts Act. If the Company does not receive notification of the claim within one year of the circumstances or details that the case is based upon becoming known to the Member, the right to coverage shall lapse, cf. Section 8-5 of the Insurance Contracts Act. Regardless, notification of the claim must be made during the insurance period, cf. Section 2.

7 CHOICE OF LAW AND JURISDICTION

The insurance policy only applies to cases governed by Norwegian law, and that have a Norwegian court as their legal jurisdiction. In addition, the Member has extra cover in Sweden and Denmark. Separate terms and conditions apply in Sweden [as set out here](#) and in Denmark [as set out here](#).

8 WHICH LEGAL ASSISTANCE NEEDS ARE COVERED

8.1 Which legal assistance needs are covered

In their capacity as a private individual, the Member is entitled to preventive legal advice and legal assistance in disputes, cf. Section 4. Such assistance is provided in the following legal areas:

- Family law
- Children's law under the Children's Act, limited to parental disputes about cohabitation, permanent residence and/or parental responsibility where there is a valid mediation certificate, as well as paternity disputes and complaints to the Norwegian Labour and Welfare Administration (NAV) concerning child support payments. Legal assistance is limited to assistance in a single dispute, initiated by the Member themselves, for each of the Member's children. For assistance beyond this, cf. Section 8.5. If the Member is sued, this restriction does not apply.
- Inheritance law
- Goods and services, including sale and purchase contracts (excluding the purchase of legal and real estate brokerage services), rentals, leasing, subscription agreements and travel. This applies provided that the purchase agreement is entered into while the Member is covered by the insurance contract and that the dispute sum, which is understood in this context to be the principal, is in excess of NOK 6,000.
- Real estate law
- Loss of driver's license and confiscation of a driver's license when driving in and outside of work. This does not apply in cases where there are suspicions that the individual was driving under the influence of drink or drugs, to speeding cases, in the case of professional drivers during working hours, or instances where the Member has requested a specific, named defence lawyer. The confiscation of a driver's license on health grounds is not covered.
- Non-life insurance cases under the Member's own insurance relating to the following things/services:
 - Housing (not ownership or contents)
 - Boats
 - Vehicles
 - Travel
- Offensive online publications. A Member may claim for assistance in the deletion and/or de-indexing of published information/images, if this can be achieved through dialogue with the party that has posted said information/images, dialogue with the website where the publication has taken place, or by handling the case through ordinary dispute resolution bodies. The publication may be illegal and have offensive content. The content must have been published in an open and freely-accessible online source, but linked to publication in Norwegian, Swedish, Danish or English.

An open and freely-accessible source means websites, forums, blogs, media, etc. that are open or approximately open to the general public. Access to the source is not limited to a circle of people, does not require membership, authorisation or place other criteria on access, that the general public generally cannot fulfil/comply with.
- ID theft, when this results from an unauthorised person with gainful intent using the Member's identity to obtain goods and services, open a bank account, apply for a credit card or loan, apply for identification or register a phone subscription or another subscription in the name of the Member.
- Cases concerning decisions to exclude or expel students in accordance with the Act relating to universities and university colleges and the Tertiary Vocational Education Act. The insurance covers legal assistance from when the case is filed or when a written warning is issued, if applicable.

- Any Member's child under the age of 21 who either lives at home or is not living in the home if they are in higher education is entitled to – in addition to the above legal areas – legal assistance including court proceedings within the following:
 - The Education Act and the Independent Schools Act. Cases under the Education Act and Independent Schools Act are addressed as far as possible to the school administration.
 - Education Support Act
 - Financial benefits provided under the National Insurance Act
 - Disputes concerning child insurance
 - Rent

Legal assistance for the above points is provided until the case is resolved/settled or dealt with through ordinary dispute resolution bodies. Additionally, subsequent legal enforcement of monetary demands is covered in cases where the Member has received the assistance of a Lawyer appointed by the Company to obtain a settlement or enforceable judgement in the form of one payment demand (within Scandinavia) as well as associated legal fees.

8.2 Which legal assistance needs are not covered

The insurance sets out exhaustively in Section 8.1 which areas of law are covered. Section 8.1 must be read in conjunction with the following clarifications. The insurance does not cover:

- Cases relating to the Member's duties, professional or business-related circumstances, with the exception of:
 - The rental of premises/studio space or the purchase of musical instruments for business purposes.
 - Assistance to form a company in order to enter into an agreement for the rental of premises for cultural events or music studios.
- Cases under the Child Welfare Act
- Cases related to the purchase/sale of real estate
- Cases concerning the construction from scratch or the total refurbishment of homes/holiday homes that are subject to the scope of the House-Building Act. This applies regardless of the choice of jurisdiction stated in the agreement between the parties.
- Purchase of legal and real estate services
- Purchase of goods and services where no tax or fees have been paid (under the counter payments)
- Contracts for financial services and capital investment contracts
- Cases of rearing and breeding rights, and reindeer herding
- Immigration cases, including cases of asylum, residence and family immigration
- Technical support for the collection of documentation and deletion of content online
- Insurance cases relating to contents, leisure property and holiday homes.
- Personal insurance or cases related to personal injury, even if coverage is part of a combined insurance agreement.
- Cases related to the Damages Act
- Legal matters relating to real estate outside of Norway, Sweden and Denmark.
- Tax law
- Company law, including claims against board members, management, CEOs and/or other shareholders connected to the company and/or the company's insurers.
- Cases related to the Act relating to universities and university colleges and the Tertiary Vocational Education Act do not cover cases related to substance abuse, health-related issues or criminal acts under the Norwegian Criminal Code.
- Disputes with the Company, or cases where there is a conflict of interest between the Member and the Company
- Cases that relate to the Member's wilful or fraudulent actions or omissions
- Cases that are related to injuries as a result of radioactivity, chemical disasters or natural disasters, terrorism, war, revolution/riots or other equivalent events.

8.3 Sum insured

A Member may claim for legal assistance for up to NOK 3 million per insurance instance for cases included in the coverage. Legal assistance is applicable both for assistance for advice and dispute resolution (total). See Section 10 for which case costs are covered within this maximum limit.

8.4 Excess

The excess for legal assistance in disputes stands at NOK 3,000. See www.help.no for further information about whether the Member or the Affiliated Union is responsible for paying the excess.

8.5 Lawyer mediation

In the instances where both parties in a dispute have legal assistance insurance/legal aid coverage with the Company and there is therefore a conflict of interest, HELP will suggest lawyer mediation. If both parties agree to this and the case is suitable for such mediation, HELP will provide lawyer mediation according to the detailed guidelines presented to the members. If the mediation is unsuccessful, both parties are entitled to legal assistance from their own choice of lawyer, in line with the coverage as defined above.

In parenting disputes under the Children's Act which have previously been dealt with and concluded in a court, either through legal settlement, litigation, judgement or order, where the Member received legal assistance through the Company, there is an applicable 'quarantine' period of two years from when the decision legally came into force. After two years, the Company will provide further legal assistance with up to 10 hours of lawyer mediation if:

- There is a new dispute relating to the same child and the Member has previously utilised assistance as per Section 8.1 in the previous dispute
- Both parties agree to mediation

Prior to the two years having passed, the Member is still entitled to legal advice in line with Section 8.1. If the Member is subject to court summons during the quarantine period set out above, this limitation shall not apply.

9 MEMBER OBLIGATIONS

The Member undertakes to act in a loyal manner to the Company, including the provision of access to the Company to all relevant documents that they have access to that may be of significance to the matter and coverage under this insurance policy. It is also a condition that all correspondence from the lawyer is responded to honestly and to the best of the Member's ability. The Member shall, at their own initiative, provide details of all circumstances that may be of significance to the case, and shall make themselves available, to present property, objects and documents etc. to the extent that the case requires this. The Member is obliged to inform about other relevant insurance schemes they may be eligible for.

The Member shall not take any action on the matter or with the counterparty/counterparty's lawyer without this being agreed with the lawyer. The Member undertakes not to cause the insured event, to prevent and limit loss, and to notify the insured event to the Company without undue delay, cf. Sections 4-9 and 4-10 of the Insurance Contracts Act.

If over time the Member fails to respond to inquiries from the lawyer or otherwise fails to fulfil their obligations in accordance with paragraph 1 of Section 8-1 of the Insurance Contracts Act, as well as the terms and conditions of the insurance, the case will be put on hold until the Member obtains and provides the necessary information. The Company is not liable for any legal losses incurred by the Member as a result of the case being put on hold.

If the Member does not fulfil their obligations in accordance with paragraph 4 of Section 8-1 of the Insurance Contracts Act, as well as these insurance terms and conditions, the Member may wholly or partially lose their right to coverage under this insurance policy.

Communications to the Company should be made to:

HELP Forsikring
AS Postboks 1870
0124 Oslo

Email: post@help.no

Telephone: +47 22 99 99 99

Due to the rules on money laundering, the Member is always obliged to confirm their identity to HELP by logging in to HELP 'My Page' or other reassuring identity verification. If there is no log on, the insurance case will be closed.

10 THE COMPANY'S OBLIGATIONS AND RIGHTS

10.1 Free Choice of Lawyer

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

When choosing a lawyer not appointed by HELP Forsikring AS, please see Section 10.3.

A case shall be considered a dispute if a claim is contested, or if a counterparty fails to respond to a claim within a reasonable period of time.

Legal advice encompasses legal assistance that is not related to a dispute, such as investigative assignments, help in drafting agreements and wills, land consolidation cases where there is no dispute, 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 concerning the free choice of lawyer. In cases where there is a conflict of interest, the Member is entitled to use a lawyer of their own choice when seeking legal advice, cf. Section 13 of the Regulation on Insurance Contracts.

10.2 When Using a Lawyer Appointed by HELP Forsikring AS

The insurance covers legal assistance as long as the case is covered by the insurance terms and conditions. The Member shall provide HELP Forsikring AS with an account of the facts and evidence to ensure that HELP Forsikring AS has sufficient grounds on which to determine whether coverage is provided, cf. Section 8. HELP Forsikring AS may carry out a new assessment of whether coverage is provided should the factual or legal grounds of the case change. HELP Forsikring AS can deny coverage of legal assistance if the Company considers that the case will not proceed. The lawyer shall determine at any given time which measures to take in the case, including whether, and if applicable when, the case should be brought before the courts. The lawyer shall determine whether and when the case should be closed.

Once a case has been reported, the Member will be contacted by a lawyer who has specialist expertise in the legal area that the case pertains to, and who will be responsible for handling the case going forward.

HELP Forsikring AS is entitled to hold the counterparty liable for case costs. Such compensation falls to HELP Forsikring AS, and HELP Forsikring AS may demand that case costs be paid directly to it by the counterparty. Any compensation for costs incurred in relation to experts and witnesses will be refunded to the Member.

If following a judgement or alternative legal decision, the Member enters into a settlement agreement that reduces the HELP Forsikring AS' claim for coverage of case costs, the subsequent agreement between the Member and the counterparty shall not be binding in terms of the Company's rights.

HELP Forsikring AS will cover a sum of up to NOK 3 million per insured event. The Member's costs for reasonable and necessary legal assistance in the case will be covered up to the maximum limit. Any costs related to experts and witnesses will not be covered. Lawyer mediation is covered as stated in Section 8.5. Legal assistance and mediation shall be covered at an hourly rate with a maximum limit equivalent to the public fee rate (cf. Section 2 of the Public Fee Regulation).

In cases where the Member requests the bankruptcy or a public change of joint ownership or an estate, court fees and advances for the coverage of bankruptcy estate costs will not be covered by the insurance policy.

In those instances where the case is handled by lawyers appointed by HELP Forsikring AS, any legal costs and court fees that are imposed as a result of the regulations contained within the Dispute Act will also be covered so long as the total coverage does not exceed the maximum limit of NOK 3 million per insured event.

10.3 Use of an external lawyer as chosen by the Member

Section 10.1 states when the Member is entitled to use an external lawyer of their own choice. If the Member wishes to use a lawyer external to HELP Forsikring AS, it is necessary to notify HELP Forsikring AS of this immediately, and if possible when registering the case, cf. Section 6.

The insurance covers legal assistance as long as the case is covered by the insurance terms and conditions, cf. Section 8. The Member shall provide HELP Forsikring AS with an account of the facts and evidence when a dispute arises to ensure that HELP Forsikring AS has sufficient grounds on which to determine whether coverage is provided, cf. Section 8. HELP Forsikring AS can deny coverage of legal assistance if the Company considers that the case will not proceed.

HELP Forsikring AS will cover a sum of up to NOK 3 million per insured event. The Member's costs for reasonable and necessary legal costs in the case will be covered up to the maximum limit. Lawyer mediation is covered as stated in Section 8.5. Legal assistance and mediation shall be covered at an hourly rate with a maximum limit equivalent to the public fee rate (cf. Section 2 of the Public Fee Regulation). Any costs related to experts and witnesses will not be covered. Costs incurred as a result of changing lawyers are generally not covered, but may nevertheless be covered when a change in lawyers is necessary in order to ensure appropriate consideration of the case. In the event of disagreement between HELP Forsikring AS and the Member about what constitutes reasonable and necessary costs, the Member or the lawyer may opt to bring the matter before the tribunal for resolution or request that the Norwegian Financial Services Complaints Board resolves the matter, cf. Section 11.

For disputes that have been brought before the courts, the Member undertakes upon request from HELP Forsikring AS to request that the court determines the lawyer's remuneration in accordance with Section 3-8 of the Dispute Act. HELP Forsikring AS is not responsible for legal costs that exceed the remuneration determined by the court. Legal costs awarded against the Member under the terms and fees of the Dispute Act will not be covered in the event that the Member has chosen their own lawyer.

HELP Forsikring AS is entitled to demand that the Member holds the counterparty liable for case costs. Any such compensation shall accrue to HELP Forsikring AS and the company may demand that case costs are paid to it. However, this does not apply to any compensation for costs incurred in relation to experts and witnesses.

If following a judgement or alternative legal decision, the Member enters into a settlement agreement that reduces the HELP Forsikring AS' claim for coverage of case costs, the subsequent agreement between the Member and the counterparty shall not be binding in terms of the Company's rights.

It is a prerequisite for coverage of costs for a lawyer of the Insured Party's own choice that HELP

Forsikring AS receives itemised timesheets and details of any further case costs related to the assignment. Any such timesheets must be received no later than one month after the conclusion of the assignment. In the event of a dispute in the courts, any such timesheet must in any case be received by HELP Forsikring AS no later than one week after the decision in the court in question is handed down, and no later than one week after the case reaches its final conclusion if such an announcement is waived.

In cases where the Member requests the bankruptcy or a public change of joint ownership or an estate, court fees and advances for the coverage of bankruptcy estate costs will not be covered by the insurance policy.

The limits applicable when using a lawyer selected by the Member shall also apply if the Member chooses to use a lawyer appointed by the Company after initiating legal action.

11 RESOLUTION BY TRIBUNAL

If the Member disagrees with a decision to close a case or not pursue a claim further, they may request that the decision is reviewed by the Company's independent tribunal.

The tribunal comprises four persons, of which at least one member must have legal expertise. One of the tribunal members shall be appointed by the Norwegian Confederation of Trade Unions.

Resolution by tribunal is free of charge to the complainant. The appeal should be submitted by post or email to:

HELP Forsikring
AS Postboks 1870
0124 Oslo

Email: klagenemnden@help.no

The tribunal will determine whether the case should continue at the Company's expense or be closed. The Member shall be informed of the outcome of the resolution by tribunal. The tribunal chairman is entitled to reject appeals that will clearly not succeed.

If the Member chooses to pursue the case at their own initiative and expense following resolution by tribunal, and their case is successful, their necessary costs shall be covered. The assessment shall be carried out on the basis of the regulations concerning the determination of case costs set out in the Dispute Act.

The Member may also choose to submit their case to the Norwegian Financial Services Complaints Board. Complaints are considered free of charge to the complainant. The complaint should be submitted electronically using the complaints form at www.finansklagenemnda.no. The Norwegian Financial Services Complaints Board may also be reached by telephone on +47 23 13 19 60.

12 PRIVACY

HELP's privacy statement is available at www.help.no.

All data received by the Company in connection with its work will be treated as confidential on the basis of the regulations concerning lawyers' duty of confidentiality. There may arise the need to communicate the details provided by the Member to the Company to third parties, such as in the event that an expert is used or other necessary communication to safeguard the interests of the Member. The Company assumes that it has the Member's permission to disclose the specified information. The Company is entitled to disclose any potential or existing client relationships in order to explain conflicts of interest.

In the event that the excess is to be paid by the Confederation, HELP will, on request, inform the Confederation that the Member has used the insurance. Neither the type of case nor the nature of the advice will be disclosed. The Confederation can make checks by contacting HELP.

13 BACKGROUND LAW

The insurance agreement consists of an insurance certificate and insurance terms and conditions, as well as the provisions set out in the Act of 16 June 1989 no. 69 concerning insurance agreements (the Insurance Contracts Act) and other legislation.