



**Important:** These terms and conditions in English are translated from the original Norwegian wording, and are meant for informational purposes only. No additional rights or obligation for the parties can be construed from this translation that are not part of the original Norwegian version.

## **Insurance terms and conditions for collective Legal Insurance for members of Norsk Transportarbeiderforbund / The Norwegian Transport Workers' Union**

### **Terms and conditions from 1 January 2012**

#### **1. General terms and conditions**

##### 1.1 Parties covered by the insurance

Norsk Transportarbeiderforbund / The Norwegian Transport Workers' Union (hereinafter referred to as "The Union") is the collective policy holder for the insurance agreement relating to Legal Insurance. The insurance applies to members of The Union who are party to the agreement and their households (hereinafter referred to as "the Insured"). Households are deemed to comprise up to two adults who are living together in marriage or in similar circumstances, and their children under 20 years of age who are living full-time or part-time in the member's home. In cases of dispute or conflict of interest between household members, the insurance shall only be valid for the benefit of the member. If several members of the household are members of similar Legal Insurances from HELP for LO unions, both parties to a dispute or conflict of interest shall be covered and two independent lawyers shall be appointed.

##### 1.2 Insurance period

The insurance shall apply for as long as the collective insurance agreement is in place between The Union and HELP Forsikring. On cessation of membership of The Union, membership of the collective insurance scheme shall also cease.

##### 1.3 The requirement for legal assistance must have arisen during the insurance period

The insurance shall cover the Insured's requirement for the requisite legal assistance, provided the requirement for legal assistance to be covered arose during the insurance period. A requirement for legal assistance that has arisen before the Insured's membership of the insurance scheme, is not covered by the insurance. For cover to apply, the circumstances and/or information on which the legal assistance/case is based must have first come to the attention of the Insured during the insurance period.

##### 1.4 Reporting of claims

The Insured must report claims/requirements for legal assistance to HELP Forsikring without undue delay. If HELP Forsikring has not been notified of a claim/requirement for legal assistance within a year of the matters and/or information on which the requirement for legal assistance/case is based becoming known to the Insured, the Insured shall lose the right to cover.

##### 1.5 Norwegian jurisdiction

The insurance shall only cover cases that are regulated by Norwegian law, and are subject to the jurisdiction of Norwegian courts.

##### 1.6 The insurance shall not cover

- Cases relating to commercial matters



- Disputes with HELP Forsikring, or cases where there is a conflict of interest between the Insured and HELP Forsikring
- Cases relating to the Insured's wilful or fraudulent actions or omissions
- Cases relating to claims resulting from radioactivity, chemical disasters or natural disasters, acts of terrorism, war, revolution/riots or other similar events

## 2. Legal advice

The Insured, in the capacity of a private individual, has the right to receive up to 15 hours of legal advice per year from HELP Forsikring's lawyers within the following legal areas:

- Family law
- Inheritance law
- Consumer purchase of goods or craftsman services, as well as private purchase/sale of goods. For cover to apply, the purchase agreement must have been entered into during the Insured's membership of the insurance scheme, and the price of the goods/service must be above NOK 2.000
- Fixed property matters
- Identity theft, when such has arisen as a result of an individual, without authorisation and with the intention of making a profit, using the Insured's identity to open a bank account, apply for a credit card or loan, apply for official identification or register a telephone or other subscription in the Insured's name
- Confiscation of the Insured's driver's licence in a traffic case when the driving is not work related, but only if the alleged traffic violation is not connected to inebriation or to speeding. Legal assistance under the insurance will only be offered up to the time when the Insured has a public defender appointed to him/her. For cover to apply, the Insured must be able to document a need for a driver's licence in his/her daily work.

This shall apply with the exception of:

- Cases subject to the Norwegian Act on Child Welfare
- Inheritance tax planning in connection with business transfer
- Cases relating to the purchase/sale of fixed property
- Cases relating to allodial right acquired by inheritance and qualified allodial right of inheritance
- Immigration law, including cases about asylum, residence permit and family reunion.

## 3. Legal assistance in the event of disputes

HELP Forsikring's lawyers will provide legal assistance in disputes to which the Insured is party in his/her capacity as a private individual; however, only in disputes within the following legal areas:

- Family law
- Inheritance law
- Consumer purchase of goods or craftsman services, as well as private purchase/sale of goods, as described in article 2
- Legal matters relating to fixed property, limited to:
  - Restrictive covenants and land lease agreements in respect of fixed property (not agricultural property) that is the Insured's primary residence or holiday home in Norway
  - Relations with neighbours pursuant to the Neighbouring Properties Act or the Land Consolidation Act in respect of fixed property (not agricultural property) that is the Insured's primary residence or holiday home in Norway



- Rental/letting of the Insured's primary residence or holiday home in Norway
- Identity theft, as described in article 2
- Confiscation of the Insured's driver's licence, as described in article 2.

The above applies with the same exceptions as in article 2.

A dispute shall be deemed to have arisen if a claim is contested, or one party fails to take an official position on the claim within a reasonable time.

### 3.1 Own risk

An own risk excess of NOK 3,000 shall be paid for assistance in disputes. This shall be paid for members by The Union.

## **4. The Insured's obligations**

The Insured undertakes to act loyally towards HELP Forsikring, including by ensuring that all case documents to which the affected party has access and that could be of importance for the case and cover under this insurance policy are submitted to HELP Forsikring. All enquiries from HELP Forsikring's lawyers shall be answered honestly and to the best of the respondent's ability. The Insured shall, on his/her own initiative, immediately notify all matters that could be of importance for the case, and make himself/herself available for HELP Forsikring's lawyers and experts, and present property, objects and documents etc. to the extent HELP Forsikring requests such. The Insured undertakes to supply information about any other relevant insurance schemes to which the affected party may be entitled.

The Insured shall not take steps in cases that are being handled by HELP Forsikring on his/her own initiative without express agreement hereon. If the Insured fails to fulfil his/her duties in accordance with these insurance terms and conditions, the right to cover under this insurance may be lost.

## **5. HELP Forsikring's obligations and rights**

HELP Forsikring shall at all times decide which steps shall be taken in a case, including whether a case should be brought before the courts. HELP Forsikring shall appoint the lawyer to be responsible for the case, including, if appropriate, an external lawyer. Should the Insured wish the matter to be dealt with by another attorney, of the Insured's own choice, notice of the same may be given to HELP Forsikring at the time the claim is filed. It is assumed that the Insured will accept the decisions taken by HELP Forsikring based on the case documents, as well as any advice and conclusions that are presented by an expert and/or lawyer. HELP Forsikring shall assess the Insured's case and provide legal assistance in cases where the insurance company finds that it is likely that the claim will be successful. HELP Forsikring can terminate handling of a case once this has commenced if the company decides that the claim will not be successful.

HELP Forsikring shall cover up to NOK two million per insurance case, including legal costs awarded to the counterparty and legal fees for court proceedings. In cases where the Insured files for bankruptcy or public administration of a jointly owned or a deceased's estate, legal fees and advances for covering estate costs shall not be covered under the insurance. HELP Forsikring shall not be liable for costs that are incurred without the insurance company's prior consent. HELP Forsikring reserves the right to hold the counterparty liable for legal costs. Any such compensation shall be paid to HELP Forsikring.

## **6. Review by Committee**

If the Insured does not agree with a decision to terminate the handling of a case or not to pursue a



claim further, the affected party can request that the decision be reviewed by HELP Forsikring's independent Committee. The Committee shall comprise three people, of whom at least one member shall have experience gained in a consumer organisation or dealing with consumer cases whilst working in public sector, and at least one member shall possess legal expertise. One of the members of the Committee shall be appointed by The Union. The claimant shall not have to cover any costs relating to a review by the Committee.

The Committee shall decide whether the case will continue to be handled or terminated by HELP Forsikring. The Committee can also decide that the case be transferred to an external lawyer on behalf of HELP Forsikring. If, after review by Committee, the Insured chooses to pursue the case further on his/her own and at his/her own expense, the legal costs shall be covered in accordance with rates established by the appointed Committee in the event the Insured wins his/her case. The Insured can also choose to refer his/her case to the Norwegian Bureau for Insurance Disputes. For further information, visit [www.finansklagenemnda.no](http://www.finansklagenemnda.no).

## **7. Background rules of law**

The Norwegian Insurance Act of 16 June 1989 no. 69 shall apply to this insurance agreement.