



## Terms and Conditions of Collective Lawyer Insurance

Valid from November 1<sup>st</sup> 2018

### 1. General terms & conditions

#### 1.1 Who is covered by the insurance

The association is a collective insurance policy holder in the insurance agreement for lawyer insurance. The policy is valid for members of the association who have taken out the insurance and for their household (hereinafter called the insured party). Household refers to adults living as a married or permanently cohabiting couple who have a shared household, and their children under the age of 20 living with them on a permanent or temporary basis.

In the event of a dispute or conflict of interests between the members of the household, the insurance policy only applies in favour of the member of the association. If several members of the household have taken out the insurance, all parties are entitled to legal aid. An external lawyer is designated for one of the parties for this purpose.

#### 1.2 Insurance period

The insurance is valid for as long as the collective insurance agreement between the Association and HELP Försäkring is valid. When membership of the Association terminates, entitlement to the collective insurance protection also terminates in accordance with these terms and conditions. The term of notice is one month. After termination of the insurance it is no longer possible to take out the insurance.

#### 1.3 When legal aid is needed

The insurance covers the insured party's need for necessary lawyer assistance, provided that the need for legal aid that is covered by the lawyer assistance has arisen during the insurance period.

- In the case of a division of property following divorce, the need for legal aid is deemed to have arisen on the cut-off date stipulated by law.
- In the case of a separation of cohabiting partners, the need for legal aid is deemed to have arisen when the cohabitation comes to an end.
- In cases concerning the custody, housing, visiting rights and maintenance of children, the need for legal aid is deemed to have arisen when one of the parties has presented a written claim against the other.
- In cases relating to the inheritance law, the need for legal aid is deemed to have arisen upon the death of the testator.
- In cases of cyber abuse, the need for legal aid is deemed to have arisen at the time of publication.

The need for legal aid arising before a member has joined the collective insurance agreement is not covered. The case will only be covered by the insurance if the conditions and/or information that constitute the reason why the need for legal aid has arisen come to the insured party's knowledge after the insurance is taken out.

#### 1.4 Notification of damage

It is the responsibility of the insured party to inform HELP of the damage or need for legal aid without undue delay. If HELP has not received notification of the damage or the need for legal aid within ten years after the conditions and/or information that constitute the reason why there is a need for legal aid, the insured party's right to legal aid under this policy is forfeited.

#### 1.5 Competent court

The insurance only covers cases that are regulated by Swedish, Danish or Norwegian law and that are considered by a Swedish, Danish or Norwegian court. If there is any doubt about what cases are covered by Norwegian or Danish law, it is the respective Norwegian or Danish terms of insurance that apply. These are available at [www.help.no](http://www.help.no) and [www.helpforsikring.dk](http://www.helpforsikring.dk), respectively.

#### 1.6 The insurance does not cover

- The insured party in the capacity of a trader.
- Disputes against the collective insurance policy holder or cases where there is a conflict of interests between the insured party and the collective insurance policy holder.
- Disputes against HELP, or cases where there is a conflict of interests between the insured party and HELP (to appeal the case, see Item 6).
- Cases that concern the insured party's intentional or fraudulent act or failure to act.
- The value of the insured party's work, loss of income, travel, accommodation or other expenses incurred by the insured party.
- The cost of enforcing a judgment, decision or agreement
- Arbitrator's fees.
- The insurance policy does not apply to damage of which the cause or extent has a direct or indirect connection with a nuclear process. Nor does the policy apply to damage caused by the dispersion of biological, chemical or nuclear substances in connection with a terror act. Terror act refers to a destructive act that is a criminal offence in the place where it is committed or where the damage arises and which is ostensibly carried out for the purpose of:
  - Subjecting a population to serious fear
  - Unlawfully forcing public bodies or an international organisation to carry out or refrain from carrying out a certain action, or
  - Seriously destabilising or destroying the fundamental political, constitutional, economic or social structures of a country or an international organisation.

### 2. What the insurance policy is valid for

#### 2.1 Up to and including review

The insured party, as a private individual, has the right to preventative legal advice and legal aid concerning contact and negotiation with the counter-party, as well as an appeal to a review body within the following areas of law relating to immovable property.

- Cases under the Planning and Development Act (Plan- och bygglagen) (2010:900)
- Cases concerning a community association and local community
- Cases concerning a housing cooperative

Legal aid for the above items is given until the case is considered by the community, the housing cooperative's own body or settled by a body governed by public law in the first instance.

#### 2.2 Up to and including court proceedings

The insured party, as a private individual, has the right to preventative legal advice as well as contact and negotiation with the counter-party and the court within the following areas:

- Family law
- Children's rights concerning custody, housing, visiting rights and maintenance according to the Parental Code (Föräldrabalken) (1949:381). The insurance is limited to support for each of the insured party's children in the case of a dispute initiated by the insured party. This limitation does not apply if the insured party is a respondent in a dispute.
- Inheritance law
- Consumer purchase of goods and handicraft services and private purchase/sale of goods. This applies on condition that the purchase agreement was concluded while the insured party was covered by the insurance agreement and that the purchase amount of the goods/service exceeds SEK 2,000.
- Immovable property, limited to
  - Neighbour relationships according to Chap. 3 of the Swedish Land Code (Jordabalken) (1970:994)
  - Rent/rental of the insured party's permanent residence in Sweden
- Identity theft, when this occurs as a consequence of a person's use of the insured party's identity without authorisation and for profit-making purposes, in order to open a bank account, apply for a credit card or loan, apply for identification or register a telephone or other subscription in the insured party's name.
- Revoked driving licence in traffic situations outside work, provided that the alleged contravention of the law is not linked to a crime. The insured party must be able to prove that there is a need for the driving licence for work purposes.

- Cases concerning the rejection of an application for sick leave, sickness benefit or activity compensation, and also assistance in requesting a review and appeal in a case where the actual damage is not work-related.
- Cases concerning the rejection of an application for personal assistance according to the LSS (Law on support and services for certain disabled persons (Lag (1993:387) om stöd och service till vissa funktionshindrade)), and also assistance in requesting a review and appeal.
- Migration law concerning permits on the grounds of close family ties according to Chap. 5, Sec. 3, Items 1 and 2 of the Aliens Act (Utlänningslagen) (2005:716) with regard to the policy holder's spouse, cohabiting partner or minor children and the minor children of the spouse or cohabiting partner.
- Offensive online publication. The insured party is entitled to legal aid and/or the necessary actions for deleting and/or de-indexing illegal or offensive content in open and freely accessible sources on the internet, but limited to publication in Norwegian, Swedish, Danish or English.
- Legal aid for the above items is given until the case is resolved through settlement or determined by a court or a comparable authority.

### 2.3 Exception

The insurance does not cover:

- Cases concerning the purchase/sale of immovable property, including cases of new-builds or the total renovation of dwellings.
- Cases relating to immovable property and fixtures and fittings of immovable property according to the Swedish Land Code, including easements and lease agreements.
- Cases regarding protection and care for children and under age persons in the law of Social services (2001:453, SoL) and the law (1990:52) with special provisions on the care of young persons (LVU).

### 3. **Scope of the insurance**

The insured party is entitled to unlimited legal advice, in those cases mentioned in Item 2 where no dispute is present. If there is a dispute, the insurance covers up to 2 million SEK per insurance event, according to Item 2.1 or Item 2.2. See the provisions of Item 5, HELP's rights and obligations, concerning what legal expenses are covered by the maximum payment.

A dispute is deemed to have arisen when a party has fully or partially rejected or contested a claim that has been raised, or when a party fails to take a view on the claim within a reasonable time scale.

#### 3.1 Excess

In the event of a dispute that is considered in a court, the insured party pays an excess amount of SEK 3,000. No excess amount will be claimed in cases regarding the rejection of an application for sick leave, sickness benefit or activity compensation

#### 4. **The obligations of the insured party**

The insured party undertakes to act with loyalty and a willingness to cooperate in his or her dealings with HELP, which means that HELP must be provided with all documents the concerned party has access to and which may be of importance to the case without delay.

Moreover, all questions from HELP's lawyers must be answered truthfully and to the best of his or her ability. The insured party shall provide information on all details and circumstances that may be of significance to the case promptly and on his or her own initiative. The insured party shall be available for HELP's lawyers and experts.

At HELP's request, the insured party shall show property, objects and documents, etc. that HELP may consider to be of importance to the case. The insured party must inform HELP of any other relevant insurance services the concerned party is entitled to.

When cases are processed by HELP, the insured party may not enter into contracts or agreements on his or her own initiative without obtaining HELP's written consent thereto. If the insured party does not fulfil his or her obligations in accordance with these terms and conditions of insurance, the entitlement to legal aid under this insurance policy may be reduced or waived completely.

In the event that the insured party discovers that he or she has been subject to unlawful and offensive online publication, the insured party shall report the incident to the police immediately and report the harm to HELP. The police report and acknowledgement of its receipt must be sent to HELP as soon as possible. Alternatively, the insured party may contact HELP in order to request legal aid in drawing up the police report.

#### 5. **Rights and obligations of HELP Försäkring**

HELP determines what measures must be taken in the case and when, which also applies to decisions to refer a case to court. After a case has been registered, the insured party will be contacted by a lawyer who is specialised in the relevant area of the law and who will be responsible for the processing of the case. If the insured party wants a dispute case to be processed by a lawyer designated by him/her, the insured party must inform HELP of this when submitting the report of the damage. Costs for a lawyer designated by the insured party are only paid after the insured party makes an explicit request for these.

If necessary, HELP will designate a lawyer to be responsible for the case. HELP is also at liberty to appoint an external lawyer. HELP does not reimburse lawyers' costs exceeding the amount determined in a court ruling or decision, if such has been made.

It is a condition that the insured party accepts the determination that HELP makes on the basis of documents presented, and any advice and conclusions provided by an expert and/or lawyer. HELP makes an assessment of the insured party's case and offers the assistance of a lawyer in cases where HELP makes an assessment that a condition exists to reach the desired outcome.

HELP may cease the processing of a case that has been started if HELP considers that there are no conditions for achieving the desired outcome.

HELP covers up to two million SEK per insurance event, including the insured party's legal expenses and fees in the event of court proceedings. If the case is processed by a lawyer who has been designated by the insured party, HELP will reimburse the insured party's reasonable legal expenses according to the hourly rate standard specified in the regulation (2009:1237) on the hourly rate standard within the area of legal aid. Fees or advance payments to cover the costs of a receiver, court commissioner, administrator, executor of a will, property division executor, etc. are not covered by the insurance. HELP is not liable for costs that have arisen without the prior consent of the insurance company. HELP is entitled to hold the counter-party liable for legal expenses. Such payment is to be made to HELP.

Where the case is processed by HELP's lawyers or another lawyer designated by HELP, the counter-party's legal expenses are also covered in cases where a court determines in a judgment or decision that the insured party must reimburse the expenses as long as the total legal expenses do not exceed two million SEK per insurance event. HELP is not liable for costs incurred in replacing a lawyer.

All information HELP receives in connection with the processing of a case is treated confidentially. If necessary, HELP is entitled to communicate necessary information to a hired expert, for example, or otherwise when it is necessary to be able to safeguard the insured party's interests.

#### 6. **Consideration by the commission - Appeal**

If the insured party is not happy with a decision to cease processing a case or not to take a claim further, the insured party may request that the decision is reviewed by independent commission.

The commission is made up of three persons, at least one of whom will have experience of working in a consumer organisation or a public activity that deals with consumer issues, and at least one member will have legal competence. One of the members will be appointed by the collective insurance policy holder. The members of the commission shall be approved by both HELP and the collective insurance policy holder. The commission will consider the case at no extra cost to the person appealing HELP's decision to cease the processing of a case.

The commission will decide whether the processing of a case should continue or be discontinued by HELP. The commission may also decide whether the case should be taken over by an external lawyer on HELP's behalf. If the insured party decides, after consideration by the commission, to take the case further independently and at his or her own expense, the legal expenses are covered in accordance with tariffs determined by the aforementioned commission, provided that the insured party is successful in his or her case and it is clear that the commission and HELP have made an incorrect decision.

The insured party may also choose to refer the case to the Swedish National Board for Consumer Complaints, see Item 9 below for further information.

#### **7. HELP's processing of personal data**

HELP's activity is to run insurance operations. The activity is regulated by the law on insurance activity (*Försäkringsvirksamhetsloven*).

The regulation of the European Parliament and Council (EU, 2016/679) GDPR applies from 25 May 2018 and will provide enhanced protection for persons whose personal data are processed. It replaces the Personal Data Act (*Personuppgiftslagen*), PuL, and imposes more and stricter requirements on organisations that process personal data.

Personal data are used for the administration of the insured party's agreement and for purposes that are necessary for the insurance activity, for example, the calculation of premiums, statistics, marketing and the prevention of damage. The data are processed confidentially, in compliance with HELP's code of conduct.

The insured party's address details and basic information on the insurance agreement are handled in a client register devised for HELP for the purpose of rational administration; including automatic address updating, the coordination of information on the insured party and marketing.

If you discover any inaccuracies in the registered data, please contact HELP Försäkring's customer service. If you would like an excerpt from HELP Försäkring's register, please write to: Registerutdrag, HELP Försäkring, Magnus Ladulåsgatan 63B, 118 27 Stockholm.

We have the right to register claims in connection with this insurance policy in the shared claims notification register (GSR).

#### **8. Law**

The law on insurance agreements (*försäkringsavtalslagen*) (2005:104) applies to insurance policies dealt with in the conditions booklet.

#### **9. The Swedish National Board for Consumer Complaints (Allmänna reklamationsnämnden, ARN)**

If you as the insured party do not believe you have been treated fairly, you may contact the National Board for Consumer Complaints. The Board does not, however, consider disputes concerning medical assessments.

Your request for consideration must be received at the latest within one year of the date on which HELP informed you of its decision or, if the case was considered by the commission for appeals (see Item 6), at the latest within one year of the date you were informed of the decision by the commission.

The contact details of the National Board for Consumer Complaints (ARN) are:  
Telephone: 08-508 860 00  
Postal address: Box 174, 101 23 Stockholm  
Visiting address: Kungsholmstorg 5,  
112 21 Stockholm  
E-mail: [arn@arn.se](mailto:arn@arn.se)  
Website: [www.arn.se](http://www.arn.se)

#### **10. Consumers Insurance Bureau (Konsumenternas försäkringsbyrå)**

You can also obtain information and guidance on insurance matters from the Consumers Insurance Bureau.

The contact details of the Consumers Insurance Bureau are:

Telephone: 0200-22 58 00  
Postal address: Konsumenternas försäkringsbyrå,  
Box 24215, 104 51 Stockholm  
Visiting address: Karlavägen 108,  
115 26 Stockholm  
E-mail: via a web form on the website  
Website: [www.konsumenternas.se](http://www.konsumenternas.se)