



PRESERVING YOUR FUTURE.

## CONDITION OF COST COVERAGE OF LAWYER'S FEES\*

ALEBA is under no obligation to cover legal fees of its members but may at its sole discretion cover legal costs of an eligible member. The coverage of legal fees by ALEBA is gratuitous.

1. A request for cost coverage must be submitted by the member to the legal advisor or the case manager in charge who then forwards the request to the Executive Committee. A request needs to be submitted for each instance individually (for example, if the member wishes to appeal a decision of the first instance, a new request must be submitted).
2. Once approved, the Executive Committee shall then assign a lawyer of its choosing to the case. ALEBA shall pay the fees of the lawyer in connection with the proceedings related to the claim.

In the event that the member benefits from a legal protection insurance, the member must first file a claim with the insurance company and will only be entitled to the coverage of ALEBA on a subsidiary basis.

The member shall not be charged any fees or expenses of the lawyer provided by ALEBA.

3. ALEBA shall cover all legal advice and litigation services, mainly in labor law and social security law. Cost coverage is granted for:
  - legal opinions,
  - all necessary and useful proceedings to be brought by the member,
  - all necessary and useful proceedings to be brought against the member.

This includes in particular Legal procedures before all the courts of the Grand Duchy of Luxembourg, such as urgent preliminary ruling, Labor Court, the Court of Appeal, the Governing Board of the Social Security, the Court of Arbitration, Superior Council of Social Security and the Court of Cassation, etc. from the beginning to the end of the case.

To be however excluded, procedures to be launched against the European or International Jurisdictions. For such instances there needs to be a prior proper approval by ALEBA.

4. Once cost coverage is granted, the member shall provide all information and all documents requested by the lawyer for the proper execution of the mandate. Failing to do so, the legal assistance will be withdrawn, and expenses incurred by ALEBA shall become reimbursable.
5. Once the file has been transmitted to the lawyer, ALEBA is released and discharged from the case and cannot be held responsible for missing a deadline which expires after the file was transmitted to the Lawyer.
6. The defense strategy is to be agreed between the member and the lawyer assigned to the case. ALEBA shall not participate in determining the defense strategy and cannot be held responsible for

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strategic choices made by the lawyer and the member. For avoidance of doubt, ALEBA only acts as a third-party payer subject to the terms and conditions set forth herein.

7. By requesting legal assistance from ALEBA, the member expressly waves attorney - client privilege. The member expressly authorizes the mandated lawyer to provide ALEBA with all pertinent documentation and information, such as: details of services provided, copies of filings, judicial and/or administrative decisions. Failing to release the lawyer from his professional secrecy with regards to ALEBA, the member irrevocably undertakes to reimburse all costs incurred by ALEBA in connection with its case.
8. ALEBA will not cover any translation costs which shall be borne by the member. Likewise, ALEBA will not cover any bailiff's costs, in particular in the event of a writ served by a court bailiff. The costs mentioned above remain fully in charge of the member.
9. ALEBA is not a party to the proceedings and is not responsible for their outcomes. The member shall be solely responsible for payment of amounts sentenced by the court, such as expenses of the proceedings and/or damages pursuant to Article 240 of the New Code of Civil Procedure and/or Article 194 of the Code of Criminal Procedure.
10. If the opposing party is sentenced to pay procedural compensation based on article 240 of the New Code of Civil Procedure or on article 194 of the Code of Criminal Procedure, these amounts will revert to ALEBA.
11. If the member withdraws the mandate of the lawyer chosen by ALEBA, the member shall not be eligible for another lawyer, except with prior written consent of ALEBA.

ALEBA will not cover fees in the event of a conflict of interest with ALEBA or with any other member of ALEBA.

12. The member irrevocably undertakes to remain a member and to pay its contributions for the duration of the proceedings. Failing to do so, the legal assistance shall be withdrawn, and the member shall reimburse all costs incurred by ALEBA in connection with the said legal proceedings.
13. All claims regarding the mandate and fees of the lawyer chosen by ALEBA will be settled exclusively between the lawyer and ALEBA.
14. In the context of disputes arising from the **CovidCheck** in employment relations, all new members will be required to pay a contribution of 600 euros to ALEBA in addition to the retroactive payment of one year's membership fees.  
For existing members, the contribution of 600 euros is also due, but will be reimbursed in case of a favourable judgement to the member.

Please note that any assumption of costs is subject to the prior agreement of the ALEBA Executive Committee. Once the assumption of costs is granted, the member must commit himself/herself to remaining a member for the entire duration of the legal proceedings.

Please note that this assistance by a lawyer of ALEBA's choice will cover:

- Assessment of the member needs and legal analysis of his/her situation
- Legal advice on what should be done
- Proceedings as a defendant or plaintiff in the first instance

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