



Public Liability Insurance

Ref. SSC-LI-01-EN-2016
Date September 2016



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1 Basis of the contract

1.1. Insurers

The Insurers, together with the party to the contract which holds the policy (hereinafter referred to as: "the Policyholder"), are the participating underwriters at Lloyd's, jointly referred to as Lloyd's of London (hereinafter: "Insurers"), whose registered office and/or address are shown below and which have the following legal form:

Lloyd's:	Lloyd's Insurers, London
Registered office:	London / Great Britain One Lime Street London EC3M 7HA UK
Swiss office:	Seefeldstrasse 7 8008 Zurich Switzerland
Legal form:	Association of individual insurers

1.2. Intermediary

The contract of insurance has been entered into with the cooperation of brokers at Lloyd's. These are insurance intermediaries within the meaning of Swiss legislation which are not tied to a particular insurer (i.e. they are independent).

1.3. Applicable law

Swiss law shall apply to this insurance. The proposal form, quote and/or policy, the conditions of insurance and the applicable legislation, in particular the partial rewording of 17 December 2004 of the Swiss Federal Law of 2 April 1908 on insurance contracts (LCA), shall serve as the basis of this contract of insurance.

1.4. Reading the conditions

In order to make these conditions easier to read, any reference to persons in the masculine form is also deemed to include females.

1.5. Restrictions

The applicable insurance wording is solely and exclusively the wording of the contractual provisions. The pre-contractual information in this first article does not form part of the contract.

2 Persons covered by the insurance

2.1. Single person household

The purpose of the insurance is to provide public liability insurance to foreign students residing in Switzerland as part of a course of training or further training, as well as postgraduates and interns. The insurance only covers the insured person stated in the policy.

2.2. Multi person household

The policyholder and persons detailed below subject to their living with him as part of the household or who regularly spends the weekends at the domicile:

- The spouse of the policyholder.
- If single, the children, the adopted children, the step-children and/or grandchildren of the policyholder or spouse subject to their not carrying out any paid activity.

3 Scope of the insurance

3.1. Personal Liability

The Insureds are insured anywhere in the world, for indemnifiable events which are caused during the period for which the Insureds are resident in Switzerland and have the status of a student in Switzerland.

4 Acceptance, refusal, inception and end of the contract

4.1. Inception and duration

The inception date and expiry date are those shown in the schedule.

4.2. Cancellation or renewal at expiry

Unless the contract has been terminated in writing 3 months prior to expiry, it shall be tacitly renewed for a further year. Where the contract has been entered into for a period of less than 12 months or one year, the insurance shall lapse on the date stated.

4.3. Cancellation in the event of a loss

Either party may cancel the contract following the occurrence of an indemnifiable loss.

- Insurers must give 14 days' notice no later than on the date on which the indemnity is paid; cover shall cease 14 days after receipt by you of the notice of cancellation. You will be reimbursed for the portion of the premium which corresponds to the remaining period of the risk.
- You must give notice of cancellation no later than 14 days after becoming aware of the fact that indemnity will be paid; cover shall cease upon receipt of the notice of cancellation. In the event of a total loss, Insurers shall be entitled to retain the premium. In the event of a partial loss, you will be reimbursed for the portion of the premium which corresponds to the remaining period of the risk, provided that the policy has been in force for at least a year.

5 Risks insured

Provided that the schedule so states, the insurance shall include:

5.1. Personal liability

5.1.1. Cover is granted for liability on the part of the Insureds which is imposed by law:

- in respect of bodily injuries; manslaughter; wounding or other injury to the health of third parties;
- in respect of material damage; the destruction of, damage to or loss of property;
- in respect of injuries caused to animals; the fact of killing or injuring animals or losing them, which is caused during the policy period.

5.1.2. Insured benefits:

- Indemnity for justified claims and defence against unfounded claims, up to the maximum overall sum insured per loss occurrence as shown in the schedule. All loss or damage arising out of the same cause is deemed to constitute a single loss occurrence, however many injured parties there are.

5.1.3. No insurance is granted in respect of:

- Claims arising out of damage which occurs gradually and damage attributable to wear and tear.

5.1.4. Joint owners:

- The owners of apartments held on a joint ownership basis which the Insured occupies himself;
- The owners of holiday apartments held on a joint ownership basis which the Insured occupies himself.
- We will provide indemnity for claims arising out of damage where the cause originates:
 - in the parts of the building which are divided and allocated exclusively to the joint owner. Cover shall apply to the part which exceeds the sum insured under the property liability insurance of the joint owners' association;
 - in the areas, premises or installations of the building for common use. Cover shall apply to the part which exceeds the sum insured under the property liability insurance of the joint owners' association, up to the amount of the share of ownership held by the Insured.
- No insurance is granted in respect of:
 - Claims made by the joint owners' association in respect of the portion of the loss or damage which corresponds to the share of ownership held by the Insured, as shown on the entry on the public land register;
 - If no cover is granted under the property liability insurance of the joint owners' association, our benefits shall not be applicable.

5.1.5. Party responsible for environmental damage.

- We only insure bodily injuries and material damage linked to environmental damage if they are the result of the occurrence of a single, sudden and unforeseeable event which also requires immediate measures to be taken, in particular, notifying the relevant authorities, alerting the population, taking preventive measures or measures to limit the extent of the damage. Environmental damage is deemed to be the sustained disturbance, by means of emissions, of the natural state of the air, water (including underground water) or ground (flora or fauna), where this disturbance may have or has had harmful effects on human health, material resources or ecosystems. If, in connection with environmental damage, the occurrence of insured loss or damage is imminent, we will also reimburse those costs for which you are legally responsible and which are incurred as a result of appropriate measures taken in order to avert the said danger (loss prevention costs).
- No insurance is granted in respect of:
 - Costs in connection with looking for leaks or malfunctions and to establish the causes of damage and for emptying and refilling installations, containers and pipes, as well as costs incurred for the repair or alteration thereof (refurbishment costs);
 - Amounts incurred solely as a result of the fact that several events which are similar in terms of their effects (such as the drop-by-drop and occasional seepage of harmful substances into the ground or the repeated spillage of liquids outside mobile containers) have been cumulated and triggered measures which would not have been necessary for single events of this kind;
 - Loss prevention costs arising out of events caused by motor vehicles, floating vessels and aircraft or parts or equipment therefrom;
 - Costs incurred in order to rectify a dangerous situation within the meaning of subparagraph 9.5.

5.1.6. Owners of firearms.

- No insurance is granted in respect of claims arising out of the Insured's liability as a hunter (unless agreed otherwise in a separate endorsement).

5.1.7. Users of third party road vehicles, registered in Switzerland and in the Principality of Liechtenstein

- In respect of damage caused by the vehicle.
- Cover is only granted if the use of the vehicle is only occasional and not regular and on condition that the Insured does not own the vehicle. Cover is granted for claims unless they are covered under the third party liability insurance which has to be arranged in respect of the vehicle.
- The loss of any no-claims bonus under the third party motor insurance is also covered (so that the premium level prior to the insured event is restored). The indemnity for loss of a no-claims bonus shall cease to apply if we reimburse the cost of settling the loss to the insurer providing third party motor cover.
- No insurance is granted in respect of:
 - Claims arising out of damage caused by the vehicle used and by its accessories, trailers towed and vehicles towed or pushed (unless agreed otherwise in a separate endorsement allowing the occasional use of third party passenger cars and delivery vans up to a maximum of 3.5 t, mopeds and scooters);
 - Claims arising out of damage caused to goods transported on board the vehicle used, insofar as cover must be provided in this respect by the compulsory third party motor insurance;
 - Claims arising out of loss or damage caused during journeys which are unlawful or have not been authorised by the authorities or by the owner;
 - Claims arising out of loss or damage caused whilst taking part in races, rallies and similar races or training events;
 - The excesses applicable under the insurance policies arranged in respect of the vehicle used;
 - Liability for journeys carried out by an insured person for payment or in a professional capacity;
 - Rights of recovery and compensation claims from third parties in respect of the services which they have provided to the injured third parties.

5.1.8. Users of bicycles and mopeds.

- If insurance is compulsory by law, cover shall only be provided for claims in respect of that part of the loss or damage which exceeds the sum insured under the compulsory insurance.

5.1.9. Owners and/or users of boats

- Of all kinds which are not self-propelling, pedal boats, windsurfers and surf boards, for which liability insurance is not compulsory by law.

5.1.10. Members of the army, the civil defence service and national service.

- No insurance is granted in respect of claims arising out of loss or damage connected with the military or police force.

5.1.11. Keepers and users of animals.

- No insurance is granted in respect of claims arising out of loss or damage caused by:
 - animals used for commercial purposes;
 - racehorses which are entered on the horses' register (unless agreed otherwise in a separate endorsement).

5.1.12. Damage caused to property in care, custody or control.

- Claims arising out of damage caused to property, including bicycles and mopeds for which responsibility has been assumed by any insured person, for example a loan or short-term hire.
- No insurance is granted in respect of claims arising out of loss or damage caused by the following:
 - Property for which liability has been wrongly assumed;
 - Any kind of motor vehicle, floating vessels and aircraft, including parachutes, hang-gliders or paragliders (unless agreed otherwise in a separate endorsement). This exclusion does not apply to boats of any kind which are not self-propelling, pedal boats, windsurfers and surf boards, for which liability insurance is not compulsory by law;
 - Horses, saddles, bridles and riding equipment (unless agreed otherwise in a separate endorsement);
 - Cash, securities, credit cards and debit/loyalty cards, valuables and antiques;
 - Personal computers (such as laptops, electronic notebooks and handheld computers), data processing software, sound media, data storage media and mobile phones;
 - Plans, manuscripts, documents and technical drawings;
 - Personal souvenirs from service with the military, civil defence and national service;
 - Items received for training purposes;
 - Property on which an Insured is working in return for payment;
 - Property which is the subject of a hire purchase, hire or similar agreement and articles which are subject to reservation of title;
 - Property belonging to the employer of any insured person;
 - Rights of recovery and compensation claims from third parties in respect of the services which they have provided to the injured third parties.

5.1.13. Members of the household incapable of understanding or minors

- Claims arising out of loss or damage caused by a member of the policyholder's household who is incapable of understanding or is a minor, insofar as a legally imposed liability exists in the case of a member of the household who is incapable of understanding or is a minor.
- No cover is granted in respect of rights of recovery and compensation claims from third parties in respect of the services which they have provided to the injured third parties.

5.1.14. Irrespective of the liability imposed by law, we will cover liability for the following loss and damage up to a maximum of CHF 2,000 per event:

- Damage caused accidentally to property belonging to private visitors by an insured person;
- Claims arising out of bodily injuries and material damage caused by children who are supervised free of charge by a third party where such injuries or damage are caused to the very person supervising the child free of charge;
- Claims arising out of bodily injuries and material damage caused by domestic animals which are being looked after temporarily where such injuries or damage are caused to the (non-commercial) guardian himself.
- No cover is granted in respect of rights of recovery and compensation claims from third parties in respect of the services which they have provided to the injured third parties.

5.1.15. General exclusions applicable to personal liability:

- No insurance is granted in respect of:
 - Costs or indemnity payments occurring in the course of criminal or administrative proceedings;
 - Claims arising out of loss or damage affecting the insured persons or their property, with the exception of claims arising out of material damage sustained by domestic staff in a private capacity;
 - Claims arising out of industrial accidents and occupational diseases affecting domestic staff employed in a private capacity, including staff employed for the insured dwelling under a contract of employment;
 - Public liability incurred in connection with performing a function, a professional activity and/or a second job or a paid occupation and/or in connection with an industrial or agricultural operation (except under a separate endorsement attached to the policy);
 - Costs incurred in order to prevent loss or damage, subject to the provisions of subparagraph;
 - Claims arising out of financial losses which are not attributable to insured bodily injuries or insured material damage;
 - Claims arising out of damage caused to programmes and electronic data which are not attributable to insured material damage;
 - Claims arising out of liability assumed under contract and which exceeds the legal requirements or claims arising out of failure to comply with any legal or contractual obligation to arrange insurance;
 - Liability incurred as the owner or driver of motor vehicles for which, under the Swiss Law on road traffic, it is compulsory to arrange insurance or which are or must be registered abroad;
 - Liability incurred as the owner of aircraft and liability incurred as a result of using aircraft of any kind, for which, under Swiss legislation, the owner must arrange insurance covering public liability, or which are or must be registered abroad;
 - Liability incurred as the co-owner and joint owner of real estate and as the owner on a joint ownership basis;
 - Claims made against an insured person in his capacity as the builder-owner
 - The liability of the perpetrator of an offence [for the damage caused] in the event of the deliberate commission of offences, misdeeds or acts of violence;
 - Claims resulting from loss or damage whose occurrence should, in all probability, have been foreseen or whose consequences must have been expected.

6 Insured benefits

6.1. With the options Basic, Comfort and Premium

The maximum sum insured for the options stated is CHF 3,000,000.

6.2. With the options Essential and Campus

The maximum sum insured for the options stated is CHF 500,000.

7 Payment of premiums

7.1. Payment of the premium

The premium is payable in advance on the due date for each policy year. In the event of payment by instalments, the instalments are deemed to have been deferred.

7.2. Change in premium rates

In the event of a change in the premiums or system of excesses or, in the case of events relating to natural risks, in the event of changes to the limit of indemnity, we are entitled to require the policy to be amended. We will inform you of the amendment no later than 25 days prior to the end of the policy year. If you do not accept this amendment, you may cancel either the part of the policy affected, or the policy in its entirety. Your cancellation will come into force provided that it is received by no later than the last day of the policy year.

8 Procedure in the event of a loss

8.1. Duties incumbent upon you in the case of liability claims

The insured persons must:

- not accept any claim made by the injured parties nor make any payment;
- hand over responsibility to us for the conduct of any civil proceedings. We will pay the costs of these proceedings up to the amount of the sum insured.
- We will conduct negotiations with the injured parties in our capacity as representatives of the insured persons. The settlement which we make shall be binding on both the policyholder and the insured persons.

8.2. Excess

For each loss occurrence, the legitimate claimant must bear an excess of CHF 500 per calim.

9 Duty of care

9.1. Personal liability

The insured persons shall have a duty to rectify any dangerous situation which could give rise to loss or damage, without delay and at their own expense.

10 Confidentiality

10.1. Data entry, request for information

The Insureds authorise the Insurer to enter all their data onto a computer system and to collate information required for the settlement of the right to benefits.

10.2. Data protection

The confidentiality of information relating to the Insureds is of vital importance to the Insurer. To this end, the Insurer shall comply strictly with data protection legislation and with the directives on confidentiality in the medical field in force in the countries where it operates.

11 Complaints

11.1. Complaints

We are happy to hear your comments regarding aspects of your insurance cover which you have particularly appreciated or which have caused you problems. If you have any concerns, we have put in place a simple procedure to ensure that your complaint is handled as quickly and efficiently as possible. For any comments or complaints, you can call the customer service department of Unirisc SA on +41 58 178 85 85.

You can also write to us at the following address:

Unirisc SA
Route de Thonon 63
CH-1222 Vézenaz

11.2. Next level

If you are still not satisfied, you can submit the matter to the Lloyd's General Representative for Switzerland. The contact details are:

Graham West
Lloyd's General Representative for Switzerland
Seefeldstrasse 7
8008 Zurich
Switzerland
+41 44 266 60 70
graham.west@lloyds.com