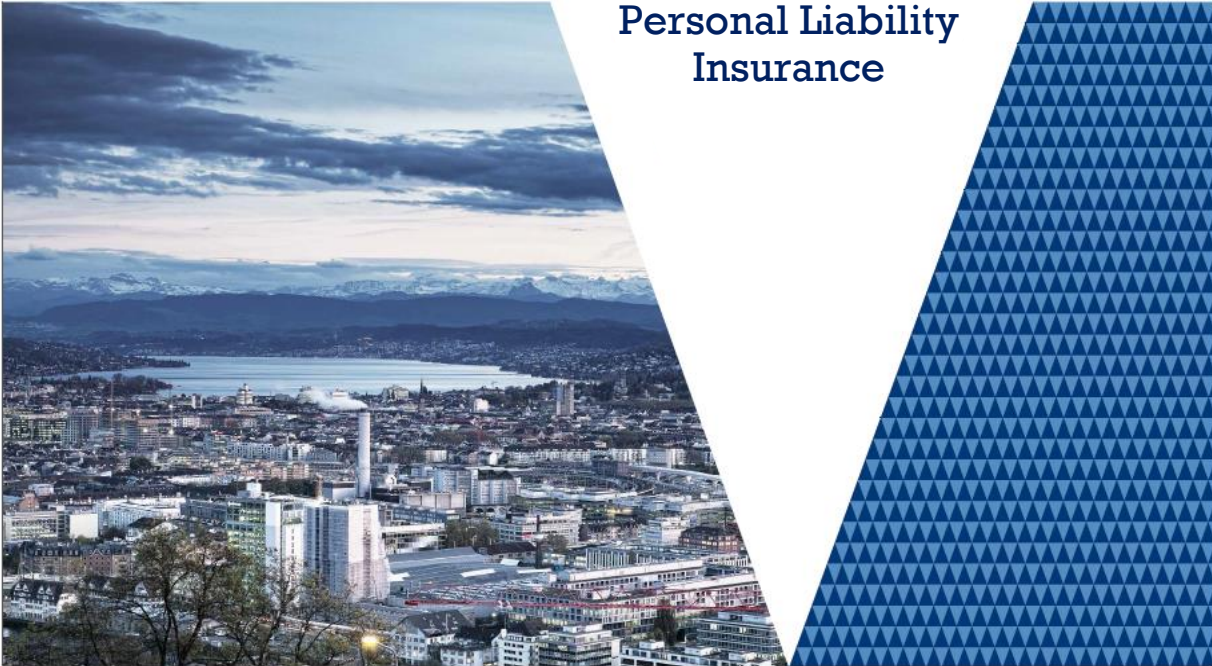


Personal Liability Insurance



Universität St. Gallen

Policy-No. ABXN9C-002



The original German wording governs the legal interpretation of this translation.

For Mutual Advantage

Personal liability insurance for exchange students

Policy Holder:

Universität St. Gallen
Legal Office
Dufourstrasse 50
CH-9000 St. Gallen

Insurer:

Liberty Mutual Insurance Europe SE
Branch Zurich
Lintheschergasse 19
CH-8001 Zurich

Policy-No:

ABXN9C-002

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Contacts:

Underwriting:

Goncalo Pequito

Direct phone number:

+41 (0) 44 285 10 35

Email:

Goncalo.Pequito@LibertyGlobalGroup.com

Claims:

Gion Caprez

Direct phone number:

+41 (0) 44 285 10 06

Email:

Gion.Caprez@LibertyGlobalGroup.com

Administration:

Nadja Fischer

Direct phone number:

+41 (0) 44 285 10 04

Email:

Nadja.Fischer@LibertyGlobalGroup.com

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Contract Shedule

Policyholder:	Stift. Studentenwohnungen c/o Universität St. Gallen Tellstrasse 2 CH-9000 St. Gallen
Insurer:	Liberty Mutual Insurance Europe SE, Branch Zürich, Lintheschergasse 19, CH-8001 Zürich, hereinafter called LSM.
Contract period:	01.01.2021 – 31.12.2021
Sum insured:	CHF 5'000'000 for bodily injury and property damages
Deductible:	CHF 200 per Claim
Due Date:	January
Mode of payment:	Annual
Premium:	CHF 6'110.00 (without IPT)
Premium calculation:	According to the table below

Text	Unit of measure	Calculation base	Premium rate	Premium in CHF
Annual premium per person: (CHF 40.00)	Quantity	40	40.000	1'600.00
Half yearly premium per person: (CHF 20.00)	Quantity	149	20.000	2'980.00
Quarterly premium per person: (CHF 10.00)	Quantity	153	10.000	1'530.00
Total				6'110.00

Premium adjustment: If the number of exchange students is below or above the number shown in the table below

Text	Unit of measure	fell below	exceeded
Annual premium	Quantity	15	25
Half yearly premium	Quantity	300	400
Quarterly premium	Quantity	100	120

A Scope of Insurance

A 1 Insured liability

The insurance protects the insured against statutory liability claims from third parties based on the risks inherent to the insured's circumstances as a private individual and covers

- homicide, bodily injury or other injuries to the health of persons (personal injury);
- destruction, damage or loss of property (property damage). Homicide, injury or other injury to the health of animals and the loss of animals are treated in the same way as damage to property.

This includes in particular the liability of the insured pursuant to A 2 arising from negligence and in his/her capacity as head of the family, keeper of animals, employer of insured pursuant to A 2.21 and owner, keeper, tenant, leaseholder or borrower of things. The restrictions pursuant to A 6 –13 remain reserved.

A 2 Insured persons

1. Depending on the agreement, the insurance covers the policyholder only (individual) or the policyholder and his/her family members
 - his/her spouse or his/her registered partner;
 - his/her children, stepchildren, adopted children and other people sharing the same household, provided that they are unmarried and younger than 20;
 - his/her children, stepchildren and adopted children over 20, provided that they are unmarried and do not work;
 - other persons mentioned in the policy, provided that they live in the same household as the policyholder or who commute on a weekly basis and return to the household regularly (including their children, stepchildren and adopted children, provided that they are unmarried and younger than 20 and their children, stepchildren and adopted children over 20, provided that they are unmarried and do not work)
2. The insurance also covers
 - 2.1 employees and assistants of the insured for loss/damage caused to third parties while carrying out activities against payment or free of charge that concern the private sphere of an insured pursuant to A 2.1; caretakers only if they work for an insured property. The insurance does not cover self-employed professionals or persons working for a company;
 - 2.2 other persons in their capacity as
 - head of the family for loss/damage caused by insured minor children and other persons who share the same household temporarily;

- keeper of the animals of an insured that are left in their care temporarily. The insurance does not cover people who care for animals in a professional capacity;
- owner of a plot of land on which an insured building stands.

A 3 Trigger and Geographical Scope

1. The insurance is valid worldwide.
2. The insurance covers loss/damage that was caused during the term of the insurance contract.

A 4 Insured compensations

1. Within the limits of the insurance coverage, LSM pays the amount that the insured is legally obliged to pay to the injured party under liability law and is also responsible for warding off unjustified claims
2. The compensation paid by LSM (including interest, legal and court costs, compensation paid to the opposing party and insured loss prevention costs) is limited to the guaranteed sum insured per insured event set out in the policy.
3. All claims arising from liability with the same cause are deemed to be claims for a single event, irrespective of the number of injured parties.

A 5 Compensation without legal liability

On request of the policyholder, LSM pays up to CHF 100,000 per event to compensate claims for damage caused by the policy holder's children that are not competent to judge, his/her stepchildren and adopted children and by the persons sharing his/her household, even if the obligation to exercise due care in looking after them has not been violated;

A 6 Special conditions relating to motor vehicles

1. The insurance covers the liability
 - 1.1 as a driver of or passenger in a third-party motor vehicle, provided that the claims against the insured are not insured under the motor vehicle liability insurance. Damage to the vehicle used is only covered if the insured uses the vehicle as a passenger;
 - 1.2 as owner and/or driver of a motor vehicle, provided that the vehicle does not require any compulsory insurance under Swiss road traffic legislation or would not require any compulsory insurance if the vehicle had been registered in Switzerland;
 - 1.3 for damage to third-party caravans that are permanently parked on-site for residential purposes.
2. The following are only insured on the basis of a special agreement

- 2.1 liability for accidental damage to third-party cars, other light motor vehicles and motorcycles
- 2.2 the liability as owner or driver of go-karts.
3. The insurance does not cover the liability
 - 3.1 as owner and arising from the use of motor vehicles and trailers of all type drawn by motor vehicles (subject to A 6.1 and A 6.2);
 - 3.2 for claims arising from the use of a vehicle for journeys that are not permitted by the law, the authorities or the owner of the vehicle;
 - 3.3 for claims arising from participation in races, rallies and similar competitive driving or training drives or other drives on racing courses and official training courses;
 - 3.4 for damage to goods transported with the vehicle used when moving house and damage to goods or animals that are transported on or in trailers drawn by the vehicle;
 - 3.5 for losses in USA/Canada.

A 7 Special conditions relating to boats and aircraft

1. The insurance does not cover the liability
 - 1.1 as owner or user of boats and aircraft of all kinds for which liability insurance coverage or safe-guarding of liability claims is compulsory under the law or would be compulsory if the vehicle were registered in Switzerland;
 - 1.2 for damage caused to boats and aircraft used pursuant to A 7.11 or to boats and aircraft used by the insured as a member of a club.
2. However, damage to third-party boats and aircraft is insured if the insured uses these craft only as a passenger.

A 8 Special conditions relating to bicycles, mopeds and vehicles legally regarded as bicycles or mopeds

1. If legally prescribed insurance coverage has been taken out, the claims pertaining to the part of the damage that exceeds the guaranteed coverage under the prescribed insurance policy is covered; if insurance coverage is not prescribed by law, the claims pertaining to the total damage are covered.
2. If legally prescribed insurance coverage has not been taken out or if the driver of the vehicle does not have a legal driver's license, the claims are not insured. This exclusion does not apply to damage caused by pre-school children.

A 9 Special conditions relating to real estate

1. The insured liability with regard to real estate is restricted to ownership
 - 1.1 of one owner-occupied property only consisting of a maximum of 3 apartments and not used for commercial purposes;

- 1.2 one holiday home only. This must be a single-family dwelling.
2. Liability for damage to land, buildings and other structures as a result of demolition, earth-moving and construction work for which an insured person is responsible as the building owner is only insured to the extent that the total construction sum does not exceed CHF 100,000.
3. The insurance also covers the liability of the insured as owner, tenant or leaseholder of undeveloped plots (including garden sheds and other structures erected for working the plot) that are not used for commercial purposes.
4. Condominium ownership is not insured.

A 10 Special conditions relating to tank facilities

1. LSM does not pay costs in connection with discovering leaks, emptying and refilling as well as repairs and changes to the insured facilities.
2. The tank facilities must be maintained and operated professionally and in accordance with the regulations. Operational disruptions must be dealt with immediately. The necessary repairs must be carried out without delay and the entire facility must be cleaned and serviced by professionals within the deadlines prescribed by law or the authorities. If these maintenance duties are not carried out, insurance coverage lapses.

A 11 Special conditions relating to loss prevention costs

If substances that can negatively affect the soil and waterways are leaking or spilling or are diverted by mistake and thereby pose an immediate danger to groundwater or the property of third parties, LSM pays the loss prevention costs as prescribed by the law. The value of salvaged goods and other benefits accruing to the insured as a result of the loss prevention measures is deducted from this payment. Other loss prevention costs are not insured.

A 12 Exclusions

Supplementing the restrictions and exclusions listed in A 6 –12, the insurance generally does not cover liability

1. for injury to the person or damage to the property of an insured or another person who shares the household of the insured (except for damage of insured pursuant to A 2.2);
2. for damage in connection with a commercial or agricultural business;
3. for damage to property on or with which an insured person carries out an activity for remuneration;
4. for damage to goods that were rented or leased by the insured for permanent use (except damage caused by the tenant pursuant to A 14.2);
5. for damage to valuables, money, securities, documents, plans, office keys and military equipment taken into custody or borrowed for use by the insured, including consequential damage;

6. for claims arising from wear and tear. The insurance in particular does not cover claims arising from wear and tear, regular use, excessive use or deliberate changes to the rented property and the restoration of the rented property to the original condition;
7. for claims arising from damage caused by the gradual effects of the weather, temperature, damp, smoke, dust, soot, gases, vapor, fluids or vibration;
8. for damage caused while serving in the Swiss army or civil defense in times of armed conflict or in a foreign army;
9. for claims due to the spreading of infectious human, animal and plant diseases;
10. for damage caused in connection with an intentional criminal act or offense or an attempt at such an act or offense;
11. for claims arising from financial loss that cannot be attributed to bodily injury or to property damage suffered by an injured party. Claims due to the loss of a breadwinner are reserved;
12. for claims based on a contractually assumed liability beyond the scope of statutory provisions;
13. for claims based on failure to fulfill legal or contractual insurance obligations
14. for claims for compensation of a punitive nature, such as “punitive” or “exemplary damages”.

A 13 Deductible

1. If nothing has been agreed to the contrary the policyholder must pay a deductible of CHF 200 per claim. The deductible also pertains to the costs of defending the insured against unjustified claims.
2. For damage caused by the tenant and identified when the tenant moves out of the rented property (damage for which the landlord must be compensated), the deductible is only deducted once.

A 14 Recourse and compensatory claims of third parties

The insurance does not cover recourse and compensatory claims for services rendered by the claimant to the injured party,

1. for damage for which an insured is liable under A 2.2 or as a builder-owner under A 9.2;
2. for damage caused by insured children, persons who share the household pursuant to A 5;

B Miscellaneous Provisions

B 1 Beginning and end of insurance

1. The contract begins on the date mentioned in the application and the policy.
2. Until the policy or a definite certificate of insurance changes hands, LSM may refuse the application for insurance in writing. If the application is refused, insurance coverage lapses 3 days after the policyholder receives notification to this effect. The premium is due pro rata for the term of the contract.
3. The contract is concluded for the term specified in the policy. It is automatically extended at the end of this term for 1 year at a time, unless one of the contracting parties received notice of termination at the latest 3 months before the end of the contract term. If the contract has been entered into for a period of less than 1 year, it lapses on the stated date.
4. If the policyholder moves away from Switzerland, the Principality of Liechtenstein or the enclaves Büsingen or Campione, the insurance coverage lapses at the end of the current insurance year or, on request of the policyholder, immediately.

B 2 Precautionary insurance coverage

1. If the policyholder marries, a child is born or a minor is taken into the family, the insurance policy for an individual person provides precautionary coverage to the entire family for a period of 1 year. If these events are not notified to LSM within 1 year, insurance coverage for the family lapses. The premium for family coverage is levied retroactively.
2. If the policyholder dies, the family insurance coverage remains valid for the other insured for a period of 3 months, unless the surviving dependents request the prior termination of the contract.
3. If other persons sharing the household are included in the policy by name and the joint household is discontinued, precautionary insurance coverage for these persons applies for another 30 days.

B 3 Premium payment

1. The premium falls due annually on the day stated in the policy.
2. In case of partial payment, any unpaid installments of an annual premium remain due. LSM may add a surcharge to each installment.

B 4 Modification of premiums or deductibles

1. If the premium rates or deductible regulations change, LSM may request an amendment to the agreement with effect from the following insurance year. To this end LSM must notify the policyholder of the new premium or deductible regulations at least 25 days before the premium is due.

2. If the policyholder is not in agreement with the amendment of the contract, he/she may give notice of termination of this part or the entire contract for the end of the insurance year.
3. If LSM does not receive any notice of termination by the end of the insurance year, the amendments to the contract shall be deemed to have been accepted.

B 5 Reimbursement of the premium

1. If the contract is cancelled before the end of the insurance year for any reason, LSM will refund the premium paid for the unexpired insurance period and will no longer demand instalments which become due later.
2. This provision does not apply,
 - 2.1 if the policyholder terminates the contract in the event of a claim;
 - 2.2 if the contract has been in force for less than 1 year at the time of expiry and is cancelled at the instigation of the policyholder
 - 2.3 if obligations towards LSM have been breached for the purpose of deception

B 6 Claims

1. LSM must be notified at the latest when a claim is asserted against an insured. If a death has occurred, LSM must be notified in good time for a post-mortem examination to be made at its expense before the funeral.
2. LSM conducts the negotiations with the injured party as the insured's representative.
3. The insured may not on his/her own initiative acknowledge any claims by the injured party or make any payments.
4. As a rule, LSM pays the compensation directly to the injured party.
5. If legal proceedings are instituted, the insured must allow LSM to appoint a legal representative and to conduct the proceedings.
6. All written and oral notifications and decrees addressed to the insured must be forwarded to LSM.
7. Any reimbursement for non-court costs belongs to LSM, provided that it is not intended to cover the personal expenses of the insured
8. The settlement of claims agreed by LSM is binding on the insured.

B 7 Reduction of compensation

In the event of any intentional breach of legal or contractual regulations or obligations, the compensation may be reduced or cancelled to the extent to which the breach caused or influenced the loss. There is no reduction if the insured can prove that his/her behavior did not influence the loss.

B 8 Cancellation of contract in case of loss

1. After every claim for which LSM pays compensation,
 - the policyholder can terminate the applicable part of the contract or the entire contract within 14 days at the latest after he/she has received knowledge of the payment,
 - LSM can do the same at the latest when the compensation is paid.
2. If the contract is terminated by the policyholder, the insurance coverage lapses 14 days after LSM receives notification to this effect.
3. If LSM terminates the contract, insurance coverage lapses 30 days after the policyholder receives notification to this effect

B 9 Place of jurisdiction

The insured person can take legal action against LSM at his Swiss place of residence or in Zurich.

B 10 Application of law

The Federal Law on Insurance Contracts (VVG) supplements these provisions.

Liberty Mutual Insurance Europe SE



Felix Böni
General Manager Switzerland



Goncalo Pequito
Casualty Underwriter