

e-Ratgeber 2

Unmarried couples



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Picture source: www.wendlinger.de

Westend61

When people find each other, beautiful things come to be

We would like to give unmarried couples of all ages orientation and help on their journey. We cover the areas of cohabitation, children, maintenance, housing & property, cultures, finances, work, inheritance, partnership agreements, other legal consequences, insurance, help & advice, sources, templates & forms.

We recommend using the table of contents, providing the quickest way to find the topics you are looking for.

We wish you a successful and happy relationship.

e-Ratgeber 2

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Familienportal.li
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Foreword

Marriage - what for? Many couples live together without a marriage certificate. This may be quite comfortable for some, but there are risks and traps. Because legally, unmarried couples are like two strangers to each other. There are no tax advantages nor inheritance regulations. Joint custody of shared children must be agreed upon in writing, ... in short: The mere fact of living together does not give you any rights, regardless of the length of the relationship.

Property issues and other issues arise in cohabiting couples, just as they do in marriages or registered partnerships. Typical issues for couples with and without children are maintenance payments, compensation for household-work or involvement in the partner's business, dissolution of a jointly run business and the division of jointly occupied property or joint savings. If an unmarried couple has children, which is an increasingly common reality of life, the question of compensation for unilateral childcare duties should be addressed in advance. This is why it is necessary to have appropriate and well formulated agreements between the partners, in order to implement common goals and plans in such a way, that there are no threats of serious disadvantages.

This guidebook is intended to give unmarried couples an orientation on all important issues such as housing, finances, joint children, etc. The guidebook also contains information on how to make the right decisions. In our guidebook you will also find references to counselling and other help services, as well as sample agreements in the attachments. This way, we want to help interested individuals to be well informed and better able to adjust to the demands of new situations. The guidebook does not replace individual counselling by a specialist (lawyer, financial-, tax- or insurance advisor).

Various people, both young and old, have helped us produce this guide. They have read it and sent us suggestions as well as corrections. We would like to take this opportunity to thank them all!

"You made your bed, now lie in it - man ... woman ... family".

The old proverb slightly modified or extended. We recommend all unmarried couples to make their bed in good times, so they can all still lie well later. This e-guidebook is intended to help with this.

All 'Männerfragen' e-guides are updated and always available for download in their most current version at e-ratgeber.li.

We wish you a good time together!

1 Types of relationship for unmarried people

1.1 Cohabitation

1.1.1 Characteristics

There is no legal definition of what constitutes a cohabitation. Cohabitation (Switzerland: "concubinage") is the permanent cohabitation of an unmarried couple. Those living in a cohabiting relationship, do not benefit from the same social or legal protection, as married couples. The cohabitation can be dissolved informally at any time. It is - at least in its intention - permanent and exclusive to the other partner. Elements of a cohabitation are:

- Residential: The partners live in a shared household, with the intention of establishing their centre-of-life there;
- Sexual community: The partners are in a sexual relationship with each other;
- Economic community: The partners meet the needs of daily life together, allow each other to share their goods and provide each other with services and assistance.

Under certain circumstances, cohabitation can also exist, if one of these elements is missing. For example, if the partners do not live together but have sexual relations with each other and support each other financially and personally in every way, or if they live together but do not have sexual relations with each other. It depends on an overall consideration of all circumstances, whether two partners have a truly marriage-like partnership based on fidelity and support. You can largely protect yourself with a partnership agreement (see templates in the appendix).

1.1.2 Distinction from an engagement

An engagement is the mutual promise of two partners to enter into marriage. It is regulated by law (Art. 4ff Marital law). The engagement becomes legally binding through an informal promise. The dissolution of an engagement may, under certain circumstances, give rise to liability for damages. Damages consist of the costs of preparing the marriage and a matrimonial home (so-called frustrated expenses). Furthermore, gifts made in regards of the marriage, may be revoked if the marriage does not happen, through no fault of the donor.

1.1.3 Cohabitation as a simple partnership

In the absence of relevant legal provisions on cohabitation, it is questionable which rules are applicable in each case. The law of simple partnership may apply if the partners come together to form an economic community with joint accounts (in accordance with the established case law of the Swiss Federal Supreme Court). The contract is almost always concluded tacitly (implied), through conduct of the partners. The partners are also rarely aware that they are entering into a contractual relationship. If a contractual relationship can be assumed, the question of the scope of such a contract. This can range from a mere community of consumption (with the purpose of satisfying common needs within the framework of the common household) to a broader partnership purpose, where there are common projects, such as a common business, a house purchase or construction, shared children, etc. The partners are not aware of this. The law regarding simple partnerships only becomes relevant to a cohabitation relationship in the event of a separation of the partners, when the question arises, as to whether one partner has claims of financial nature against the other.

1.1.4 Entitlement to maintenance in a domestic partnership

In a non-marital cohabitation, neither partner has maintenance claims over the other. If a cohabiting partner has received maintenance from an ex-spouse, maintenance is suspended for the duration of the cohabitation. It does not matter whether the person concerned receives maintenance from the cohabitation in full, in part or not at all. The revival of the obligation to pay maintenance does not occur automatically with the end of the cohabitation, but must be re-asserted in court against the person liable to pay maintenance.

1.2 Couples living separately

Couples living separately are not subject to any legal rules, unless they deliberately want to enter into contractual obligations (employment contract, subletting, loans, etc.). Nevertheless, even couples living separately can form a non-marital partnership under certain circumstances (for example, for professional reasons).

1.3 Registered partnership

A registered partnership is only possible for same-sex couples. It is regulated by law and largely structured like marriage regarding maintenance, property division and dissolution of the partnership (see also: Law on Registered Partnerships).



2 Children

2.1 Parenthood

2.1.1 From being a couple to being parents

A child fundamentally changes a couple's relationship! The two loving adults suddenly turn their focus - and part of their love - to a third person. This little person attracts a lot of attention and demands energy and love from their caregivers. Firstly, it makes people parents and is thus one of the reasons why they lose sight of each other.

Tip for (expecting) couples: Prepare for parenthood and attend appropriate courses together. Don't forget to nurture your own relationship after the birth. Always take time for yourselves, i.e. time out during parenthood. Whether it's a few hours at the cinema, dinner, sports or a few days at a wellness hotel. It's worth it ... for you!

2.1.2 From being a woman to being a mother

This process starts with an inner change. Just as the child is born in the mother's body, grows invisibly, then becomes visible, the woman comes to terms with her future motherhood at an early stage. She's usually a little ahead of the father in this process and is often aware of the changes that are coming. Nevertheless, it is important to prepare oneself internally and externally for what is about to come. Especially for the compatibility of work and family.

Tip for mothers-to-be: Institutions such as the Parent-Child Forum, the Mothers' Centre, educational institutions, midwives, doctors and others, offer a wide range of services. Also sit down with the father-to-be and plan your shared future with your expected child.

2.1.3 From being a man to being a father

For men, fatherhood-to-be is not visible, but good preparation is still important. Reconciling work and family life is only now becoming an issue. How do I manage to pursue a professional career and still take good care of the child and my new family?

Tip for fathers-to-be: Ask your employer whether they support the Father Crash Course project. For more information, go to www.männerfragen.li > Projects. And sit down with your partner and plan your future as a family of three / four / ...

2.1.4 Recognition

When a child is born out of a non-marital relationship, paternity is still legally unclear. The father is the person who has acknowledged his paternity with the authorities. If the father is still a minor, he needs the consent of his legal representative for the acknowledgement. Establishing paternity is therefore important, as it prerequisites for maintenance and the legal right of inheritance of the children.

2.1.5 Procedure (paternity proceedings)

If the presumed father does not admit paternity, the mother (as the child's legal representative) can apply for paternity to be confirmed. Conversely, the man can also apply to the court. The father is considered to be the person who has "attended" the child's mother within a period of 180 to 300 days before the birth. Unless he can prove that the child is not his descendant (§§ 138 h ff ABGB). The application in non-contentious proceedings must be filed at the competent court of the child, i.e. in Liechtenstein at the Princely Court in Vaduz. In order to establish the facts of the case, the court must determine all relevant circumstances of its own accord. DNA reports or blood tests are used as evidence. If the person concerned refuses, a blood sample can be forced. If the father's whereabouts is unknown, a so-called curator can be appointed to him. This person represents the father during the proceedings. The costs for the expert opinion and a possible curator must be paid by the person who loses the paternity case.

2.2 Child welfare

Child welfare is the guiding judicial principle of parent and child. The law stipulates that parents must promote the welfare of their minor children and thus provide them with care, security, and a nurturing upbringing. A catalogue of criteria defines what is meant by the best interests of the child: the provision of food and housing, protection of the physical and mental integrity, appreciation of the child, promotion of its aptitudes, abilities and inclinations, avoidance of conflicts of loyalty, etc. (§ 137 b ABGB). However, it is not only the parents' responsibility to safeguard the best interests of the child, but also the responsibility of every (adult) person living in the same household as the parent and the parent's (minor) child who has a family relationship with the parent. This means, that a partner of this parent or already adult siblings are also obliged to safeguard the best interests of the child (§ 137 a ABGB).

2.3 Custody

2.3.1 Definition / legal basis

In colloquial language, custody is also known as guardianship. It refers to the rights and duties of parents towards their minor children. Custody includes care and upbringing, property management and legal representation of the child. Custody is a concern of physical and emotional well-being of the child and also includes the power to make decisions for the child.

In the case of unmarried parents, the mother of the child has sole custody (§144 ff ABGB). Joint custody must either be agreed upon by the parents or applied for in court by the father of the child, who is not entitled to custody (§ 174 ABGB).

2.3.2 Right of contact

The relationship to both parents is a fundamental right of the child. Children born out of wedlock are equal to children born in wedlock in every aspect. Regular personal contact (formerly/old-fashioned: visits) corresponding to the needs and age of the child, are a right as well as duty of the non-custodial parent. The reason for contact, is to maintain or establish a close relationship between the child and the natural father. He is entitled to contact in any case, regardless of whether he fulfils his maintenance obligations or not. If contact is made difficult or even prevented by the parent with custody, i.e. the child's mother, the court can make appropriate orders on application. A healthy parent-child relationship can only be built through regular contact; parents should always bear this in mind during any conflicts between each other.

2.3.3 Right to information and expression

The non-custodial parent must be informed or granted access to information about the life of his or her child. He or she must be informed in due time about important matters and changes in the child's life (such as a change of school, residence, significant illnesses, successes, etc.) and be able to comment on them. Attention: For example, schools inform on demand by the child's father. The rights to information are extended if contact is not possible.

2.3.4 Right of representation

The non-custodial parent has a (limited) right of representation for his or her child: he or she can carry out acts of representation in everyday life to the extent required by the circumstances. For example, if the parent with custody is not present and the child regularly stays with the parent without custody (e.g. visit to the doctor).

2.3.5 Death

If the parent entitled to custody dies, the other parent is entitled to custody in the case of joint custody. If the deceased parent had sole custody, the court decides whether the other parent or the child's

grandparents are to have custody, considering the child's best interests.

2.4 Work'n life balance

The compatibility of work and family is currently a very widespread topic. The question is posed to women and men when they become parents and again later when they already are. "Which family model or role division do we want/can we live with?":

- Traditional, in which one parent (so far mostly the father) is employed and the other (so far mostly the mother) takes care of family matters at home?
- Partnership-based, also called "egalitarian" by Margret Bürgisser. This model ensures that the housework is shared between both partners.

"It's about the quality of living together and not about money and career." - This is the title of an interesting interview with Magret Bürgisser in the magazine "Fritz + Fränzi" in September 2017. Below we quote some paragraphs from it.

- The division of roles between partners offers parents an opportunity to both pursue their careers and participate in the development of the children. It also ensures, that housework - the unloved stepchild - is shared between both partners. When the responsibility for paid work rests on two shoulders, the risk of securing a livelihood is distributed."
- "In my opinion, the problem also lies in the fact that most couples often do not really share the roles, despite the woman's professional activity. The father continues to work 100 per cent and the mother continues to bear the main responsibility at home, in addition to her 50 per cent workload."
- "Couples who evolve together, have more stable relationships than other couples."
- "A partnership-based division of roles would also mean that some women would have increase their workloads or at least hand over domestic responsibilities to the fathers. Not all mothers are willing to do that - because they want to spend the time with the children or because they also find it quite nice at home ... then they should do it that way."
- "In order to pave the way for fathers to take up family work, various measures are available. One of them is the promotion of part-time work - also for men in demanding positions. A paternity or parental leave or a "parental allowance" - analog to the German model - would also be an opportunity. The discussion about the future of the family should also be guided less by economic interests and cost-benefit considerations. Instead, it should focus on the question: What framework conditions do parents and children need in today's world, to lead a fulfilled life in safety and comfort?"

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We recommend studying the full article in print edition of Fritz + Fränzi or under this [link](#) (written out in the e-guide's sources).

No matter which model a couple chooses: The roles and their distributions have to be questioned, confirmed or redefined again and again. This may seem exhausting, but it keeps the relationship alive. Moreover, this process supports the couple in staying closer to each other and prevents a possible estrangement further down the line. When you have these discussions, always try to focus on the best interests of the child and seek solutions. Lead by example, so they can get to know, internalize it and live and develop themselves.

3 Maintenance

3.1 Child maintenance

3.1.1 Legal basis

Children of unmarried parents are treated the same as children of married parents. Both parents must contribute proportionately to the maintenance of the child, taking into account their respective ability to pay. In this context, running the household while caring for the child, is regarded as a full contribution to maintenance. If the parent who looks after the child in his or her household earns a considerably higher income than the other partner, he or she must also make an additional financial contribution to the child's maintenance within the limits of his or her ability to pay. If necessary, if both parents are unable to pay maintenance, the grandparents may also become liable to pay maintenance (§§ 140 ff ABGB).

3.1.2 Maintenance amount and assessment

You can find more detailed information on this topic in the e-guide Separation & Divorce > Chapter 5 at www.männerfragen.li > e-guide.

3.2 Partner maintenance

In principle, an unmarried partner/cohabitant has no claim to maintenance from the partner. Therefore, it makes sense, especially if there are shared children to look after, to draw up a maintenance agreement in advance. Only contractual (written) arrangements can provide financial security for a partner who is unable to work, for example, because of his or her obligation to look after children who are not yet old enough for school.

3.3 Moving abroad

In the event of relocation abroad, the question arises as to whether and to what extent the child maintenance determined in Liechtenstein is still effective or requires adjustment. Liechtenstein law does not contain any provisions on how to proceed in such a case. If the child's place of residence is moved abroad, this is to be regarded as a substantial change in circumstances. Apart from exceptional cases, the law of the country in which the child has his or her habitual residence, determines - according to the Hague Convention on Maintenance Obligations towards Children - whether and from whom and to what extent the child may claim maintenance (Art. 1).

Thus, if foreign law is applicable in the case of a departure, maintenance could be reassessed, for example, due to significantly lower living costs. Since each case is individual, the question of a possible adjustment of child maintenance should be decided by mutual agreement or clarified legally.

4 Housing & Ownership

4.1 Rent

4.1.1 Joint tenancy agreement

If both partners are the main tenants of a joint flat, the tenancy agreement must be signed by both partners. Therefore, they are jointly and individually liable for the payment of the rent. Even if a sharing of the rent costs has been agreed internally, the landlord can demand payment of the whole rent from both of them. In the case of joint tenancy, all actions with effect towards the landlord can only be taken jointly, e.g. assertion of defects, reduction of rent, termination, extension of the tenancy, etc. The landlord must also demand payment of the entire rent from both parties. The landlord must also give notice to both partners jointly, i.e. serve a notice of termination in due form.

In the event of separation, a dispute may arise between the two partners if it is not clear who is allowed to stay in the flat. In the absence of legal regulations, these matters should be clarified in advance by mutual agreement and in writing.

4.1.2 Subletting

The tenant may sublet to his partner with the landlord's consent. They are then liable to the landlord for ensuring that the subtenant uses the flat in the same way as they (the main tenant) is permitted to use it themselves.

4.2 Transfer of use - Precarium

When one partner moves into the other's flat, this does not create a tenancy or subtenancy. Only when he or she contributes to the costs and there is a clear agreement on a joint tenancy or subtenancy does he or she become the main tenant or subtenant. If there is no agreement and one partner does not contribute to the rental costs, he is not considered a tenant but a so-called *precarist*. The actual tenant can therefore kick him out at any time (revocation).

4.3 Home ownership

4.3.1 Forms of ownership

There are different forms of ownership:

- In the case of sole ownership, one partner buys the property alone, and only he or she is entered in the property register. He or she is free to dispose of the property freely, i.e. sell it, encumber it, etc. The other partner has no say in the ownership of the property. The other partner has no rights of co-determination.
- In the case of joint ownership, only both partners can dispose of the property jointly. It cannot be divided, which is why, who owns how much, is not recorded in the land register.
- In the case of co-ownership or condominium ownership, the two partners buy the property together, but each acquires a separate share - registered in the land register. Each can then freely dispose of his or her share. Those who buy the property jointly are jointly and individually liable, i.e. each is responsible for the debts to the creditor (e.g. bank).

4.3.2 Acquisition of real estate

Whichever ownership variant is chosen: When buying real estate, it should be clearly regulated who will invest and to what extent, and what will happen to the real estate if the couple separates.

- If one partner grants the other a loan for the purchase of real estate, a written loan agreement should be concluded, which regulates how and when the loan is to be repaid and interest paid.

- Unmarried partners can purchase real estate (land, houses, flats) jointly and be registered as co-owners in equal shares at the land register. When a partnership ends, one partner can pay off the other, i.e. take over the other co-ownership share. If no agreement is reached, each co-owner can bring an action for partition against the other. The property is then divided in real terms or auctioned off and the proceeds then divided proportionately between the two.
- If a partner is a co-owner, he or she can, under certain circumstances, have a right of residence or right of occupancy entered in the land register. This ensures that he or she does not have to move out in the event of separation.

4.4 Household goods / joint acquisitions

In principle, the buyer is also the owner of the goods he or she purchased. The buyer's partner is not entitled per se to co-ownership of these goods. To acquire joint ownership, a clear agreement between the partners is required.

4.5 Gifts

Gifts are contracts in which a person is given a thing or a right, free of charge, i.e. without reciprocation. Generally, a gift is only effective if the object of the gift is actually handed over. If no actual handover takes place in the case of gifts, an additional formal act, i.e. a written gift contract, is required. In the case of real estate, a contract with the land registry is necessary anyway.

In principle, a gift cannot be reversed unilaterally. The law provides for exceptions, according to which gifts can be revoked under certain conditions, for example if the donor is considered poor or because of gross ingratitude, i.e. if the donor has been injured in body, honor, freedom, or property or this has been a criminal act (punishable act according to the Criminal Code) (§§ 938 ff ABGB).

5 Cultures

5.1 From abroad

Bi- (two nations) and multinational (involving several nations) couples live in - sometimes in between - two cultures. This often results in different of opinions on topics such as education, family or money. The concept of family is often understood in different ways:

- Who counts as family?
- Who in the family needs our financial support?
- Who has a say in questions regarding upbringing?
- Which holidays are celebrated and how?
- ...

The mix of cultures also has its benefits. Hiltrud Stöcker-Zafari, Deputy Federal Director of the Association of Binational Families and Partnerships, www.iaf.de: "The partners often find it a broadening of their horizons to gain direct insights into everyday life of other countries, into the family life of another culture, they are more curious and interested in people of foreign countries, the partnership offers opportunities to examine one's own attitudes and positions and opens up a variety of behavioral possibilities," says Stöcker-Zafari.

5.2 Living in Liechtenstein

It is important and necessary that people living here, are familiar with the local traditions and cultures ... or familiarize themselves with them. Otherwise, parallel worlds ... and problems arise. It makes a difference whether both partners are from a foreign country or not.

- If one partner comes from Liechtenstein, he/she can bring the other closer to his/her own culture, the country, explain and familiarize them with it. This includes topics like residence, education, marriage, community, health, duties, rights, religion, social security, state, traffic and many more.
- If both partners come from abroad and even from different cultures/countries, it is even more important that they take an interest in the current country they live in, Liechtenstein, proactively inform themselves and familiarize themselves with the local traditions, culture and occurrences.

Upon request, Männerfragen provides men with orientation within the framework of an initial consultation that is free of charge for them, as well as in the form of special offers.

For women, infra offers services under integra - information for migrant women; see www.infra.li > Integra. ant women; see www.infra.li > Integra.

6 Finances

6.1 Bank accounts and powers of attorney

6.1.1 Joint account - sole account

If there is a joint account, both partners are account holders.

If one partner manages the account alone, only he/she is entitled to the credit balance. However, he or she can have a power of attorney issued for the partner. In this case, the partner can dispose of the account under the same conditions, i.e. withdraw cash or order payments without the account holder's explicit consent.

6.1.2 Individual signature - collective signature

If an individual signature is granted, each partner is authorized to withdraw cash or make payments himself without the consent of the other. If a joint (collective) signature has been agreed, as a rule, only written, jointly signed payment orders may be used to dispose of the account balance.

6.1.3 Closure of accounts - Revocation of powers of attorney

In the event of separation, the joint account should be closed and the credit balance or debts divided equally in case of doubt. Powers of attorney that still exist should be revoked. If a power of attorney has not yet been revoked, unauthorized withdrawals by the ex-partner from the holder's account may render the holder liable for damages.

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6.2 Debts

6.2.1 Policy

The partner to whom the borrowed capital is available, is also solely obliged to repay it. Partners/cohabitants (as well as spouses) are only liable for those debts which they have jointly incurred, e.g. for loan agreements made out to both partners.

6.2.2 Attachment

Following court proceedings (which result in a payment-order or other enforceable decision), the creditor may apply to the court for an attachment. If the debtor's property is attached by the bailiff (so-called attachment of property), it is not always possible to determine whose property an item is. As a result, it can happen that things are seized that are the property of the other partner. Although the other partner is not liable for the debt, the attachment is still effective. As the actual owner, it is up to him to defend himself against it. Only by filing a lawsuit in court he or she can demand the return of the seized property (action for expropriation or segregation). Therefore, it is advisable in any case to keep an inventory of all objects in a joint household.

7 Work

7.1 Working in the partner's business

Family members and cohabitants often work in the partner's business. In the absence of a clear agreement, it is often unclear whether an employment relationship exists or whether the rules of simple partnership apply. If one partner works in the other's business free of charge and both partners work towards the goal of economic success, company law is applicable, which states, that the collaborating partner will be entitled to a share of the profits.

However, it is also possible that the collaborating partner is both a partner and an employee at the same time, so that there would be claims to compensation according to the employment contract and to a share of the profits.

In any case, it should be clarified in advance whether an employment relationship (subject to social security contributions) or another legal relationship (dormant partnership, employment contract, freelance contract, etc.) is being established, to avoid coming away completely empty-handed in the event of separation.

7.2 Household work for the partner

Basically, there is no entitlement to compensation for services in the partner's household. It can be assumed that the partner living in the other's household who exclusively manages the household and mainly receives benefits in kind (board, lodging, possibly household allowance) for this, is not considered employed under social security law, since the benefits received are not considered wages. No payment is expected and the relationship of instruction and subordination, typical of employment relationships, is lacking, an employment contract is generally not to be assumed.

The situation is different, if both partners clearly agree that the services in the partner's household are work services and are to be paid accordingly.

If one partner forgoes any employment in favor of household management and childcare, if necessary, and the other partner provides for the full subsistence of the partner running the household (and the child) for the duration of the cohabitation, then both partners have contributed to the economic success of the community and were dependent on the contribution of the other. This means that whoever has contributed to the other partner's income and wealth creation through their work should share in the community's gain. That domestic and care work should be treated the same as work in the partner's business, is required for reasons of legal equality.

8 Inheritance

8.1 Legal succession

A partner, whether in a cohabitation or not, has no legal right of inheritance toward the other partner (in contrast to Austria, where certain inheritance rights have existed since 01.01.2017).

If there it is not stated in the will, the cohabiting partner is left empty-handed, because legal succession applies. This is based on the degree of relationship:

- Primarily the children and their descendants inherit;
- Secondly the parents and their descendants (i.e. siblings) inherit;
- Thirdly and fourthly, the Grandparents (and descendants) or great-grandparents inherit;
- If no living relatives are eligible as heirs, the state inherits (so-called reversion).

In addition to children, a spouse (or registered partner) inherits half of the estate; in addition to parents or siblings, two-thirds.

8.2 Will

An unmarried partner can be left an inheritance by the deceased partner. This makes sense if the legal succession does not correspond to the descendant's wishes.

However, even if a will has been made, the children, the spouse or the parents of the deceased are entitled to a compulsory share. If the relationship has been dissolved, the will can be revoked once it has been made; otherwise, the ex-partner's right to inherit continues.

If there are no legal heirs, the appointment of a life partner as heir is unobjectionable. If only very specific assets (money, savings books, land, claims from a life insurance policy, etc.) are to go to a person from the estate, this is referred to as a legacy. A legacy can be made both in the form of a will (which always contains an inheritance provision) and in the form of a testament, that does not contain an inheritance provision (so-called codicil). If a partner is appointed as creditor by the deceased, he is not an heir, he is only a creditor of the estate. As such, he has a claim against the estate; but only receives the things left to him.

8.3 Right of residence

If both parties wish the surviving partner to continue living in the house or apartment in the event of death, a life-long right to live there free of charge should be stipulated in a will. If the partner is also to receive the income from a property (rental income, etc.), a beneficiary right can be stipulated.

In both cases, the partner is only protected against a possible sale of the property if the right of residence or beneficiary right is registered in the land register.

9 Partnership agreement

9.1 Form

The partnership agreement (Switzerland: "Konkubinatsvertrag") is not regulated by law. Marriage law/marital property law does not apply either. Problems that arise between the partners from a legal point of view must therefore be assigned to the areas of law with which they are closely connected. For example, in questions of the validity of contracts between the partners, the general regulations of contractual law (§§ 859 ff ABGB) apply; in questions of rent and subletting, the regulations of tenancy law (§§ 1090 ff ABGB) apply; in questions of whether and on what terms the partners enter into an employment relationship, the regulations of employment contract law (§ 1151 ff ABGB) apply; in questions of property, housing law, etc., the regulations of property law (§§ 1151 ff ABGB) apply. For the question of whether and how the partnership is structured as a contractual relationship, the regulations on the simple partnership (Art. 680 ff PGR) are decisive.

Since the rules of simple partnership are primarily tailored to economic activities and therefore do not always offer suitable solutions for life partners, it makes more sense to set down a written partnership agreement. A formal contract should provide long-term guidance on the fundamental issues of the partnership and, in the event of conflict, form a provable basis for a partner's claims.

The partnership agreement is free of form; notarization or a notary public is not required for the preparation of the agreement. However, if the partners also wish to make arrangements for legal transactions requiring a specific form (purchase of real estate, testamentary dispositions, etc.), a corresponding formal act (e.g. purchase agreement with land register entry) is required in individual cases. These should therefore always be arranged separately, outside the partnership agreement, in order to become legally effective at all.

9.2 Content

There is a great deal of freedom in the formulation of the contract.

The following points should or could be regulated:

- Living expenses: In order to find a fair solution, it is advisable to divide the living expenses according to the respective income ratios.
- Maintenance: Maintenance agreements can be made in any form, especially for the case of separation and if one of the partners is raising shared children.
- Allocation of assets/household goods: It should be made clear in advance which assets have been brought into the cohabitation by whom and who has acquired sole or joint ownership of which objects. This is best done by means of a clearly formulated inventory list.
- Purchase of real estate: If one or both partners purchase a house or a flat, numerous questions arise: Who buys the real estate? Should sole, joint or co-ownership be established? How should it be financed? Who will live there after a separation? ...
- Representation/Power of Attorney: It makes sense if the partners grant each other contractual powers of attorney for certain cases, e.g. for medical information rights, hospital visits etc.

- Shared children: In order to minimize disputes in the event of a possible separation, joint custody should be agreed upon. Questions such as: With whom are the children and when? How will there be an exchange of views on important educational issues? What maintenance contributions are to be made? ...
- Housing: Here it should be clarified who will conclude the tenancy agreement and who will move out of the flat in the event of separation.
- Death: The basic question here is whether one partner should inherit from the other or be provided for in some other way. (Last will and testament, death-risk-insurance, ...).

Questions of inheritance law are not included in the regulations. These can be referred to in a partnership agreement, but in order to be legally binding, they must be regulated in separate so-called testamentary dispositions, i.e. in a unilateral will (only one will) or in a reciprocal will (both partners agree to one will)."

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A template for a partnership agreement can be found in the appendix to this e-guide.

10 Insurances

10.1 AHV (old-age and survivors' insurance)

Each partner is considered an individual for social security purposes. Separation or death does not trigger any pension benefits. While the entitlement to widow's/widower's pensions linked to the marriage certificate, in the case of orphan's pensions it is irrelevant whether the parents were married.

10.2 Household goods

All movable items for private use are insured at replacement value. Insured persons are the policyholder and the persons living with him/her in the household. The respective General Conditions of Insurance, vary from company to company.

- Please refer to these and consult them if necessary.

10.3 Illness

In Liechtenstein, insurance is compulsory for everyone. Basic health insurance can only be taken out with approved health insurers. Children up to the age of 16 are exempt from paying the premium for compulsory health insurance; young people pay half the premium up to the age of 20. For employed persons, the employer is responsible for ensuring that employees are covered with daily sickness benefits. People who do not earn a certain amount of income can apply for a premium reduction for low-income insured persons. Further information is available from the Liecht. Krankenkassenverband (Liechtenstein's Health Insurance Association), the approved health insurance funds www.lkv.li and from the Office of Public Health www.ag.llv.li > Insurance.

10.4 Pension fund

While spouses can divide pension fund assets (withdrawal benefits) in the event of divorce, unmarried partners have a considerable pension gap in the event of separation, as there is no division of pension fund assets between the partners. However, some pension funds, for example for widows' or orphans' pensions, now treat life partners and spouses equally. It is advisable to ask the pension fund concerned whether and under what conditions pension benefits or one-off lump-sum settlements are paid out to life partners.

10.5 Private liability

The insurance covers the legal liability of the policyholder and co-insured persons in their capacity as private individuals for bodily injury and property damage (e.g. damage caused by tenants, pet owners, head the household, etc.). Depending on the insurance company, the driving of third-party motorized vehicles is included in the basic insurance, otherwise this can be included as additional insurance.

Depending on the agreement, the policyholder and his/her family (family insurance) or the policyholder alone (individual insurance) are insured. In the case of family insurance, the policyholder, his/her spouse, registered partner or cohabiting partner and their children are insured. Depending on the insurance company, the name of the partner may have to be listed in the policy.

- Please read the insurance documents and ensure the necessary insurance coverage with the company.

10.6 Accident

If a person works a minimum of eight hours a week for the same employer, he or she is compulsorily insured against occupational and non-occupational accidents. Persons who are not gainfully employed and those who work less than eight hours a week can take out an accident insurance with their health insurer.

10.7 Special social insurance for foreigners

You must insure yourself and your family with a Liechtenstein health insurance fund no later than three months after arriving or taking up employment in Liechtenstein. Cross-border commuters residing in certain EU countries (e.g. Austria) have the right to choose to insure themselves in their country of residence instead of Liechtenstein.

11 Family support

At www.familienportal.li and in the corresponding download brochure [Familienförderung in Liechtenstein](#), you will find useful addresses and numerous offers for families with children. Contact points can be sorted by categories, topics and municipalities. Events are listed by date and can be filtered according to the age of the child.

11.1 Birth allowance

Every mother living in Liechtenstein receives a one-off contribution of CHF 2,300 per child on the birth of a child, or CHF 2,800 per child in the case of multiple births.

11.2 Child allowance

- Child allowances amount to CHF 280 per month for each child.
- They increase to CHF 330 per month from the month in which the child reaches the age of 10.
- As soon as and a claimant has more than two children entitled to allowances, the child allowances amount to CHF 330 per month for each child (for twins - from birth).

The following regulation applies to cross-border commuters from neighboring countries:

- If employment is pursued both abroad and in Liechtenstein (e.g. by the father in one contracting state and by the mother in the other), the family allowances are to be paid by the contracting state in which the family resides.
- The Liechtenstein FAK will make up the difference if the foreign family allowances are lower than the Liechtenstein benefits.

Source and further information: www.ahv.li > FAK [Kinderzulagen](#)

11.3 Single-parent allowances

A single person is entitled to child allowances. The entitlement applies to each child with whom the single person lives in the same household.

- Single, widowed, or divorced persons are considered single if they do not live with a partner in the same household.
- Married persons are considered single if they do not live in a common household with their spouse or with a partner and if, in addition, an application or action for separation, divorce or annulment of the marriage is pending before the court; or a judicial measure (temporary injunction, decision on custody, maintenance or other judicial measure expressing separation) has been issued.

The single-parent allowances amount to CHF 110 per month for each child and are paid in addition to the child allowances.

Source and further information: www.ahv.li > FAK > [Alleinerziehendenzulagen](#) .

11.4 Rent contributions

These are intended to relieve low-income families of high housing costs. Eligible are families with dependent children (including parents living in the same household and dependent persons) who live in rented accommodation and have been resident in Liechtenstein under civil law for at least one year. Single parents with dependent children are considered a family. The amount of the rent contributions depends on the income and the size of the household. The rent contributions can be applied for at the Office for Social Services; www.asd.llv.li

12 Other legal consequences

12.1 Right to a name in the case of shared children

If the parents are not married to each other, the child is generally given the surname of the mother. The father may give the underage child his family name, provided his home country permits this. The naming requires the consent of the mother, the child's legal representative and the child itself if it has reached the age of 14. - Further details are regulated in the ABGB, § 139.

12.2 Civil rights

The partners retain their ancestral citizenship even in a cohabitation relationship. Children receive Liechtenstein citizenship if at least one parent has it, regardless of whether the partners are married to each other.

12.3 Tax law

Married couples are taxed jointly by adding their income. Unmarried partners, on the other hand, are taxed individually, and children may only be mentioned on one tax return.

12.4 Right of residence

A foreign partner's right of residence is possible under certain conditions:

- the existing relationship has lasted at least three years
- both partners are over 21 years of age
- both partners are of good reputation
- a bank guarantee (in the name of the partner moving in) of CHF 84,000 up to a maximum of CHF 156,000 must be provided to ensure that no social assistance is claimed.

12.5 Asset growth

There is no entitlement to the division of asset growth during a partnership.

12.6 Inheritance

See 8 Inheritance.

12.7 Criminal law

Isolated provisions in the Criminal Code stipulate that civil partners are to be treated like relatives. For example, in the case of certain offences, life partners are exempt from punishment like relatives (negligent bodily injury, theft, emergency fraud, unauthorized use of a vehicle) if the injured/damaged person is the life partner of the offender. Furthermore, a life partner is exempt from the obligation to be a witness in criminal proceedings if it concerns his/her partner (who is considered a relative).

13 Help & advice

13.1 Specialist office 'Männerfragen'

We offer the following services:

- Online counselling
- Legal advice
- Men's coaching
- Couple counselling
- Parental counselling before separation
- Mediation for couples
- Violence counselling
- Family and fathers' house (emergency shelter)

Topics of these counselling sessions can cover all areas of life, private as well as professional. Detailed information is available at www.maennerfragen.li. If you have any questions or concerns about our services, please contact us at: Tel. (00423) 794 94 00 / e-mail info@maennerfragen.li.

The initial consultation of one hour is free of charge for all. Follow-up consultations are charged at CHF 40/hour. Further counselling hours are free of charge for association members. Of course, all our counselling sessions are confidential.

13.2 Further

In alphabetical order

- AHV-IV-FAK (AHV: Old Age and Survivors' Insurance, IV: Disability Insurance, FAK: Family Compensation Fund), Vaduz: www.ahv.li, Tel. 238 16 16
- Amt für Soziale Dienste (Social Services), Schaan: www.asd.llv.li Tel. 236 72 72
- Eltern-Kind-Forum (parent-child forum, Schaan: www.elternkindforum.li, Tel. 233 24 38
- Fürstliches Landgericht (court), Vaduz: www.gerichte.li, Tel. 236 65 31 (32)
- infra, integra – information for female migrants, Schaan: www.infra.li, Tel. 232 08 80
- Landespolizei (police), www.landespolizei.li Tel. 236 71 11 / Notruf 117
- Liechtensteinische Rechtsanwaltskammer (Liechtenstein Bar Association), Triesen: www.rak.li, Tel. 232 99 32
- Zivilstandsamt (registry office), Vaduz: www.zsa.llv.li, Tel. 236 69 26



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Projekte

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Gegründet 2009

Der Verein bezweckt die
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Weitere Informationen:
www.maennerfragen.li



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www.maennerfragen.li
www.facebook.com/maennerfragen

14 Sources

14.1 Literature / Internet

- Office of Social Services www.asd.llv.li
- Office of Health www.asd.llv.li
- Fritz+Fränzi, Why should couples share employment and family life in an egalitarian way? www.fritzundfraenzi.ch/gesellschaft/familienleben/warum-sollten-paare-sich-familien-und-erwerbsarbeit-egalitar-teilen
- Hiltrud Stöcker-Zafari, www.iaf.de
- Infra, integra - information for migrant women www.infra.li
- Cohabitation or marriage - Duri Bonin in www.duribonin.ch/docs/06KonkubinatsEhe.pdf
- Cohabitation/non-marital partnerships in www.konkubinats.ch/
- Cohabitation - Femail www.femail.at > Brochures and more
- Partnership agreement for non-marital cohabitation in www.rechtstipps.de
- Non-marital cohabitation as a simple partnership. Michelle Cottier. AJP 2012,P.33.

14.2 Legal texts

- General Civil Code of 1 June 1811 (ABGB) No. ASW (esp. §§ 130 ff ABGB)
- Marriage Act of 13 December 1973 (EheG), LGBl. 1974 No. 20
- Act on the Registered Partnership of Same-Sex Couples (Partnership Act; PartG), LGBl. 2011 No. 350
- Hague Convention on the Law Applicable to Maintenance Obligations towards Children (LGBl. 1973 No. 12)
- Persons and Companies Act of 20 January 1926, (PGR), LGBl. 1926 No. 4
- Code of Civil Procedure
- Property Law (SR) of 31 March 1922, LGBl. 1923 No. 004
- Free Movement of Persons Act (PFZG), LGBl. 2009 No. 348
- Tax Act
- AHV Act
- Citizenship Act

Model documents - separate

Partnership agreement

Will

Codicil - legacy