

LIFFEY COLLEGE & ACADEMY+



All Student Academic Protection (ASAP)

(Medical Cover & Protection of Enrolled Learners)

Student Summary of Cover

This document is a summary only and does not set out the full terms and conditions of the contract of insurance. For full terms and conditions of All Student Academic Protection (ASAP),

please refer to the Master/Group Policy document, a copy of which is available from the *Administrators* by telephoning 00 353 (0) 1529 0840 or emailing askme@academyplus.net or by post to 73 Lower Leeson Street, Dublin 2.

Words or phrases in *italics* have a specific meaning. The meaning is defined in the Policy document that can be obtained from the *Educational Provider* or from the *Administrator* using the contact details above.

The Policy and this summary also contain a number of *Conditions Precedent* that you must comply with to be able to make a claim. It also explains Exclusions to the cover where *Insurers* will not pay a claim. Please review these carefully to ensure that you understand the Conditions, *Conditions Precedent* and Exclusions to the Policy.

You may only obtain treatment from one of the *Approved Hospitals*, listed below, unless you have already obtained written agreement from the *Claims Administrator* to use the services of another hospital. You may be responsible for the costs of treatment at any other hospital if you have not already obtained agreement for its use.

All Student Academic Protection (ASAP) is designed to protect *Covered Students* from non-EU countries attending an *Academic Course* in Ireland against:

- the costs of medical treatment and services in an *Approved Hospital* if the *Covered Student* suffers *Bodily Injury* or *Illness* while attending the *Academic Course* in Ireland
- liability for *Bodily Injury* caused to others and liability for damage to third party property

- the costs of transferring participation in the *Academic Course* to another establishment if the establishment at which the *Covered Student* is enrolled ceases to trade or becomes insolvent as a result of *Loss of Accreditation* (fees paid will be reimbursed if it is not possible to continue the *Academic Course* at an alternative establishment within a 10-mile radius of their normal place of residence).

Please refer to the Key Features table showing the maximum payable amounts and excesses in relation to the above.

Insurer

All Student Academic Protection (ASAP) is underwritten by Starr Europe Insurance Limited an insurance company registered in Malta with Company Registration number C 85380 and registered office at Dragonara Business Centre 5th Floor, Dragonara Road, St Julians, STJ 3141, Malta and is authorised and regulated by the Malta Financial Services Authority.

Policy Duration

With respect to each *Covered Student*, cover for *Bodily Injury* and *Illness* and Personal Liability commences on the date the *Covered Student* arrives in *Ireland* or 7 days before the start of the *Academic Course*, whichever is the later date, and ends 7 days after the end of the *Academic Course* or 364 days after (and inclusive of) the date the *Covered Student* arrives in *Ireland*, whichever is the earlier date.

In relation to *Illness* or *Bodily Injury*, the *Insurers* are responsible for payment of *Medical Expenses* due under the Policy from the start of cover until no later than eight (8) months from the diagnosis of *Illness*.

With respect to each *Covered Student*, cover for Learner Protection starts on the date the later of the date the first instalment of *fees* is paid to the *Education Provider* or the date the fees are declared to the *Administrators* and ends on the date such *Academic Course* is scheduled to end or the last day of the *Covered Student's* final exam, whichever is later.

Geographical Scope

Covered Students are covered while in *Ireland* and for up to 14 days holiday in any 6-month period or up to 30 days holiday in any 12-month period if the *Period of Insurance* for such *Covered Student* is 364 days. The *Covered Student* is not covered for any holiday taken in their *Country of Origin*, the United States of America or Canada or any country that is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

Cancellation

Only the *Policyholder* who has purchased the cover or the *Insurer* can cancel this Policy. The *Insurer* will only cancel the Policy if there is a valid reason for doing so. The effective date of cancellation will not be less than sixty days (60) from the date notice of cancellation is issued, unless the reason for cancellation is deliberate or reckless misrepresentation or non-payment of premium, in which case this Policy will be cancelled with immediate effect.

How to Make a Claim

It is essential that you to follow these instructions to be able to make a claim including the use of *Approved Hospitals*.

All medical claims must be notified to Sedgwick **as soon as possible** (by telephoning 00 353 (0) 1 299 4808; or by claims correspondence email academyplus@ie.sedgwick.com).

Sedgwick **must be notified in advance** of any *Medical Expenses* claim likely to exceed EUR 250 or where you intend to seek treatment at a hospital other than an *Approved Hospital*. Failure to do so may render your claim void.

You are responsible for paying the first EUR100 of any claim.
When making a claim *the Covered Student* must:

- a. quote the Policy reference number; and
- b. provide as much information about the claim as possible.

Claims Conditions		
1	In the event of Accidental Injury to or Illness of a Covered Student:	
	a	that <i>Covered Student</i> must obtain and follow the advice of a qualified medical practitioner and co-operate with and follow the advice of any rehabilitation practitioner <i>We</i> or Sedgwick refer the <i>Covered Student</i> to;
	b	the <i>Insurers</i> will not be liable for any aggravation or worsening of the <i>Bodily Injury</i> or <i>Illness</i> attributable to the <i>Covered Student's</i> failure to co-operate with or follow the advice of such practitioners or to use any appliances or remedies prescribed or recommended by such practitioners;
	c	<i>We</i> shall be allowed, at <i>Our</i> expense and upon reasonable notice to the <i>Covered Student</i> , to request an appropriate medical examination of the <i>Covered Student</i> .
2	In the event of <i>Illness</i> or <i>Bodily Injury</i> which may affect a <i>Covered Student's</i> ability to attend an alternative <i>Academic Course</i> , the <i>Covered Student</i> must follow the advice of a qualified medical practitioner or any rehabilitation practitioner <i>We</i> or Sedgwick refer the <i>Covered Student</i> to and undergo an appropriate medical examination at <i>Our</i> expense and upon reasonable notice to the <i>Covered Student</i> , if <i>We</i> so require.	
3	In the event of a claim, the <i>Covered Student</i> (or, if this is impracticable, a <i>Covered Student</i> or their personal representatives) must supply without cost to <i>Us</i> such certificates, receipts, information or evidence as <i>We</i> may from time to time reasonably require in the form prescribed by <i>Us</i> .	
4	the <i>Covered Student</i> and any <i>Covered Student</i> in respect of whom a claim is made must give <i>Us</i> all assistance which <i>We</i> may reasonably require to pursue recovery, in the <i>Covered Student's</i> name or in the name of the <i>Covered Student</i> but at <i>Our</i> expense, of amounts payable by <i>Us</i> under this Policy.	
5	In the event of the <i>Accidental Death</i> of a <i>Covered Student</i> , we will be entitled to have a post-mortem examination carried out at <i>Our</i> own expense.	
6	On receipt of or becoming aware of any allegation or claim that a <i>Covered Student</i> has caused <i>Bodily Injury</i> or loss of or damage to property:	
	a	the <i>Covered Student</i> must forward or arrange to have forwarded every letter of claim, writ, summons or process and all documents relating to the <i>Accidental Injury</i> or <i>Illness</i> and any other written notification of claim to the <i>Insurers</i> immediately they are received;

	<i>b</i>	<i>The Policyholder and the Covered Student must not admit liability or make any offer or promise of payment without Our prior written consent;</i>
	<i>c</i>	<i>the Insurers will be entitled (either before or after any payment under Insured Section 2 Personal Liability to take over at the Insurers' own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the Policyholder or the Covered Student.</i>
7		With respect to any claim for <i>Bodily Injury</i> or loss of or damage to property the <i>Insurers</i> may at any time pay the amount of the Limit of Liability in settlement of claims (or the maximum amount for which the <i>Insurers</i> are liable if less), after deduction of any sums already paid, or any lesser amount for which, at the absolute discretion of the <i>Insurers</i> , the claim(s) can be settled. The <i>Insurers</i> will then relinquish control of the claim(s) and be under no further liability in respect thereof except for the payment of legal costs incurred prior to the settlement of the claim(s) and for which the <i>Insurers</i> remain liable.
8		The <i>Excess</i> shown in the Schedule against Accident and Illness Cover will apply once for each <i>Covered Student</i> in respect of the same <i>Accidental Injury or Illness</i> as applicable.
9		The <i>Excess</i> shown in the Schedule against Personal Liability Cover will apply to all loss of or damage to property for which a <i>Covered Student</i> is legally liable arising out of the same occurrence or series of occurrences arising from one originating cause. The <i>Insurers</i> will only pay costs and expenses in connection with loss of or damage to property if the amount to make good the loss or damage is less than the amount of the <i>Excess</i> .
10		If a claim is to be settled in any currency other than EUR, the settlement will be converted at the rate of exchange published by the European Central Bank on the day nearest to the date We confirm Our agreement to settlement.
11		If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the <i>Covered Student</i> or anyone acting on their behalf to obtain benefit under this Policy, We shall be under no liability in respect of such claim.

Insured Section Accident and Illness

Key features

Insured Section 1 – Accident & Illness		
	Maximum Payable (EUR)	Excess (EUR)
• <i>Medical Expenses</i> (inclusive of Repatriation Costs)	1,500,000	100
• <i>Chronic Disease</i>	150,000	100
• Physiotherapy, homeopathy, osteopathy or chiropractic treatment expenses necessitated by <i>Accidental Injury</i>	1,250	100
• Dental & opticians expenses following <i>Accidental Injury</i> (minimum treatment only)	500	100
• Funeral Expenses	14,000	100

<ul style="list-style-type: none"> Travel and board (relatives or friends if the <i>Covered Student</i> is unable to look after him/herself) 	10,000	100
<ul style="list-style-type: none"> Death Benefit in the event of Accidental Death only (EUR 14,000 if under 18 at the time of death) 	20,000	100
<ul style="list-style-type: none"> Disablement Benefit in the event of loss of two or more limbs or Loss of Sight in both eyes 	20,000	100
<ul style="list-style-type: none"> Disablement Benefit in the event of loss of one limb or Loss of Sight in one eye 	5,000	100
<ul style="list-style-type: none"> Any one occurrence or series of occurrences arising from one originating cause (the Accumulation Limit) 	1,500,000	100

Key Exclusions

Insurers will not pay the first EUR100 of any claim.

This Policy does not cover claims in any way caused or contributed to by:

1. *Pre-existing Conditions*;
2. *Excluded Causes*;
3. any loss which is recoverable from any other valid and collectible insurances;
3. any loss incurred after the *Covered Student's* enrolment in the *Academic Course* has been terminated, including but not limited to, withdrawal by the *Covered Student*, or expulsion;
4. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
5. the *Covered Student's* failure to take prescribed medication or the correct dose of prescribed medication prior to arrival in Ireland;
6. the *Covered Student's* Pregnancy or childbirth (unless complications are caused by *Accidental Injury* or any Illness unrelated to *Pregnancy* or childbirth);
7. war, whether war be declared or not, hostilities or any act of war or civil war;
8. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
9. nuclear reaction, nuclear radiation or radioactive contamination;
10. the *Covered Student* engaging in or taking part in armed forces service or operations;
11. the *Covered Student* committing a criminal act or actively taking part in civil commotions or riots of any kind;
12. the *Covered Student's* deliberate exposure to exceptional danger (except in an attempt to save human life);
13. the *Covered Student's* misuse of alcohol or solvents, or the ingestion of any drug that is not available in a retail store or over the counter or that is not prescribed by a qualified member of the medical profession;
14. the *Covered Student* driving with an alcohol level in the blood which exceeds the legal limit in Ireland;
15. any deliberate, criminal or fraudulent act or omission by the *Covered Student*;
16. the *Covered Student* riding on as a passenger, or driving, unless fully licensed to do so in Ireland, a motorcycle or motor scooter other than a moped of up to 50cc;

17. the *Covered Student's* participation in Hazardous Activities;
18. the *Covered Student's* suicide, attempted suicide or deliberate self-inflicted injury regardless of any mental condition or incapacity.

Medical Expenses

This Policy does not cover:

- the first EUR100 of any claim;
- the cost of medical treatment at any hospital other than an *Approved Hospital*;
- any person aged over 75 years old;
- cosmetic treatment unless necessitated by *Accidental Injury*;
- physiotherapeutic, homeopathic, osteopathic or chiropractic treatment unless necessitated by *Accidental Injury* and carried out by a qualified practitioner;
- any dentist's or optician's expenses. This does not include expenses incurred where the minimum treatment necessary is to relieve pain and discomfort following an *Accidental Injury*;
- *Accidental Injury Medical Expenses* incurred without the confirmation of a qualified medical practitioner that the services or treatment were medically necessary;
- *Medical Expenses* incurred in respect of travel undertaken against the advice of a qualified medical practitioner or where the purpose of the travel is to receive medical or dental or optician treatment or advice;
- any *Medical Expenses* and Repatriation Costs incurred in respect of the same *Accidental Injury* or *Illness*;
- more than eight (8) months after the date the *Accidental Injury* occurs or the *Illness* commences;
- any assessment or treatment of or testing in connection with an *Illness* of a *Covered Student* carried out unless at the direction of a medical practitioner;
- any assessment or treatment of or testing in connection with an *Illness* of a *Covered Student* carried out or administered by a relative (being a spouse, partner, child, mother, father, brother, sister, brother-in-law or sister-in-law, grandparent, aunt, uncle, cousin, niece or nephew) of such *Covered Student*;
- any medical services or treatment which in any way relates to any Human Immunodeficiency Virus infection unless it can be established that the infection was contracted as a result of a blood transfusion or other medical treatment received for an unrelated and covered *Bodily Injury*;
- any treatment of a *Bodily Injury* which could reasonably wait until the *Covered Student* has returned to his or her *Country of Origin*.

No payment will be made:

- where doing so would be in breach of any sanction, prohibition or restriction imposed by law or regulation;
- in respect of any Sanctioned Designated Nationals;
- for *Medical Expenses* in respect of which no receipts or suitable evidence are provided.

Insured Section 2 - Personal Liability

Key features

This Insured section covers *Covered Students* against their liability to pay compensation or damages for *Bodily Injury* to others or damage to property of others caused by such *Covered Students* during the *Period of Insurance* up to a maximum payable amount of EUR1,000,000.

Costs incurred in the defence or settlement of claims or representation at any inquiry into a death are included.

Key exclusions

- *Bodily Injury* to employees or any member of a *Covered Student's* family;
- Damage to property of any kind belonging to a *Covered Student* or in a *Covered Student's* care, custody or control;
- *Bodily Injury* or property damage caused by or arising out of an *Excluded Cause*, such as a criminal acts, participation in civil commotions or riots of any kind, drug abuse, driving under the influence of alcohol, riding as a passenger on a motorbike, participation in *Hazardous Activities* (as itemised in *Bodily Injury* or property damage caused by the Policy document), Terrorism, Nuclear Risks or War;
- *Bodily Injury* or property damage caused by a person over 75 years old;
- *Bodily Injury* or property damage caused by use of vehicles in circumstances where insurance or security is required under the provisions of any road traffic legislation;
- use of aircraft or watercraft not applicable to the use of a commercially operated and licensed vessel or craft as a passenger the operation or to the use of watercraft propelled by hand, oars or paddles not exceeding 3 (three) metres in length while on inland waters in *Ireland*);
- *Bodily Injury* or property damage arising in connection with the ownership or possession or occupation of land or buildings, immobile property or caravans;
- *Bodily Injury* or property damage either expected or intended by a *Covered Student* (unless resulting from the use of reasonable force to protect persons or property);
- liability attaching solely under the terms of any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- liability arising out of engagement in any trade, business or profession;
- payment of compensation or damages to any Sanctioned Designated Nationals, or payment of compensation, damages, defence costs or costs of representation if making such payments would be in breach of any sanction, prohibition or restriction imposed by law or regulation.

Insured Section 3 - Learner Protection

Key features

- Payment of *fees* for an *Academic Course* to an alternative *Education Provider* if the *Covered Student's* original *Education Provider* ceases to trade or becomes insolvent as a result of *Loss of Accreditation* during the *Period of Insurance*;
- *Relocation Costs* up to EUR250 if transferring to another *Education Provider* necessitates a change of address;
- Reimbursement of *fees* paid to the original *Education Provider* if transfer to an alternative *Education Provider* is not feasible or within a 10-mile radius of their normal place of residence.

Key exclusions

- Fees will not be reimbursed if at the time the *Education Provider* becomes insolvent or is otherwise wound up or dissolved, the *Covered Student* has ceased to participate in the *Academic Course* or a place at an alternative *Education Provider* is available to enable the *Covered Student* to continue participation in the same or similar *Academic Course*.
- No fees will be paid to the alternative *Education Provider* nor will any costs of arranging transfer to the alternative *Education Provider* nor will any *Relocation Costs* be met if the *Covered Student* is unable or unwilling to attend the *Academic Course* with such alternative *Education Provider* within a 10-mile radius of their normal place residence due to:
 - *Illness*;
 - disinclination to travel or relocate
 - a default or financial failure of any transport or accommodation provider;
 - any deliberate, criminal or fraudulent act or omission by the *Covered Student*;
 - strike or industrial action, mechanical breakdown or the failure of any means of transport (other than disruption of road and rail services by avalanche, snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the *Academic Course* was booked;
 - the *Covered Student's* insolvency;
 - the *Covered Student's* failure to obtain a valid visa to enter *Ireland* or a Certificate of Registration from the local immigration officer on arrival in *Ireland*;
 - War, Terrorism, Nuclear Risks or confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

The maximum liability *Insurers* will pay during the *Period of Insurance* for all losses under this section is limited to EUR5,000 per claim per *Covered Student*.

Law and Jurisdiction

All Student Academic Protection (ASAP) is governed by and construed solely in accordance with the laws of *Ireland*.

Courts of competent jurisdiction within *Ireland* shall have jurisdiction in the event of any dispute concerning the interpretation of All Student Academic Protection (ASAP).

The language of All Student Academic Protection (ASAP) and all communications relating to it shall be in the English language.

Complaints

The *Insurers* and the *Administrators* are dedicated to providing a high-quality service and if the service received in connection with this Policy does not meet expectations, We want to hear about it so We can try to put things right. We take all complaints seriously and following the steps below will help Us understand concerns and give a fair response.

You may complain to *Us* in the following ways:

Letter:

The Complaints Manager, Starr Europe Insurance Limited, Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141, Malta

Email: compliance.malta@starrcompanies.com

Telephone: +356 22605086 (Malta telephone number)

When making a complaint, please include details of:

- name, address, telephone number, and e-mail address;
- the Policy Number (shown on the Schedule) of this Policy;
- the nature of complaint.

Any written correspondence should be headed 'COMPLAINT' and may include supporting material if relevant.

Our promise

The *Insurers* and the *Administrators* will:

- acknowledge all complaints promptly and in any event within five (5) working days;
- investigate the complaint quickly and thoroughly;
- do everything possible to resolve the complaint as quickly as possible;
- aim to respond to your complaint within not later than 15 working days;
- use the information from complaints to continuously improve *Our* service.

If *Our* handling of the complaint is dissatisfactory or a written offer of resolution has not been received within fifteen (15) working days of the date the *Insurers* and/or *Administrators* received the complaint, you may contact the Financial Services and Pensions Ombudsman Bureau (FSPO) or the Malta Office of the Arbiter for Financial Services.

FSPO's contact details are: -

3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Website: www.fspo.ie/

A leaflet explaining the FSPO's procedure is available on request.

Alternatively, you may refer the matter to the Malta Office of the Arbiter for Financial Services:

The Office of the Arbiter for Financial Services

First Floor, St Calcedonius Street, Floriana, FRN 5130, Malta

Telephone: +356 21249245

Website: www.financialarbiter.org.mt.

Referral of the complaint to the FSPO or the Office of the Arbiter for Financial Services will not affect any right to take legal action, but the FSPO may not adjudicate on any case where litigation has commenced.

Third Parties

No party, other than the *Insurers*, *Policyholder*, and *Covered Students* and *Covered Teachers*, have any rights to enforce a term under this Policy.

How information is used (Data Protection)

Insurers and the *Administrators* are committed to protecting and respecting privacy rights and will comply with all applicable data protection and privacy laws.

Information is collected and processed to enable the *Insurers*, the *Administrators*, and agents of the *Insurer* (such as the *Claims Administrators*) to provide insurance services including dealing with any claims or complaints that might arise, and to fulfil legal and regulatory requirements. This may involve sharing or obtaining information about the *Covered Student* between entities with other third parties such as insurers, reinsurers, intermediaries, loss adjusters, credit reference agencies, service providers, professional advisors, regulators and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions.

We may record telephone calls to help *Us* monitor and improve the service *We* provide. For further information on how information is used and rights in relation to said information please refer to the *Insurers* and *Administrators* Privacy Notices available at:

Starr Europe Insurance Limited - www.starrcompanies.com/Privacy-Policy-Malta

Academy Plus Insurance - www.academyplus.net.

IMPORTANT CLAIMS AND GENERAL INFORMATION

Had treatment for an *Accident* or *Illness* that needed urgent medical assistance? You must notify Sedgwick, the claims administrator, as soon as possible and **you must notify Sedgwick in advance** of any Medical Expenses claim that is likely to exceed EUR250 or before you obtain treatment from any hospital other than an *Approved Hospital*. Failure to do so may render your claim void.

Sedgwick Telephone: 00 353 (0) 1 299 4808 or
Emergency Medical Assistance Email: assistance@cegagroup.com or
Non-Emergency Medical Claims Correspondence Email: academyplus@ie.sedgwick.com

And to claim if you have Fee and/or Learner Protection Cover Then you now need to contact Academy Plus Telephone: 00 353 (0) 1529 0840 or Email: askme@academyplus.net

What happens next? Your call will be responded by a member of Sedgwick our expert response team who will give clear advice on what you need to do to make a claim.

For **general enquiries** contact: Academy Plus at 73 Lower Leeson Street, Dublin 2
Telephone: 00 353 (0) 1529 0840 Email: askme@academyplus.net

Schedule of Approved Hospitals

Hospital	Address	Telephone
Bantry General Hospital	Bantry, Co. Cork.	027 50133
Beaumont Hospital	Beaumont Road, Dublin 9, Co. Dublin.	01 809 3000
Cavan General Hospital	Cavan, Co. Cavan.	049 4376000
Connolly Hospital Blanchardstown	Mill Rd, Abbotstown, Dublin 15, Co. Dublin.	01 646 5000
Cork University Hospital	Wilton, Co. Cork.	021 454 6400
Letterkenny University Hospital	Letterkenny, Co. Donegal.	074 912 5888
Louth County Hospital	Dublin Road, Dundalk, Co. Louth.	042 93 34701
Mallow General Hospital	Mallow, Co. Cork.	022 30300
Our Lady of Lourdes Hospital	Drogheda, Co. Louth.	041 9837601
Roscommon University Hospital	Roscommon, Co. Roscommon.	090 6626200
Sligo University Hospital	The Mall, Rathquarter, Sligo, Co. Sligo.	071 917 1111
South Tipperary General Hospital	Clonmel, Tipperary, Co. Tipperary.	052 6177000
St. Luke's General Hospital Carlow/Kilkenny	Freshford Road, Kilkenny.	056 778 5000
St. Vincent's University Hospital	Elm Park, Dublin 4, Co. Dublin	01 277 4000
University Hospital Galway	Newcastle Road, Co. Galway.	091 524222
University Hospital Waterford	Dunmore Road, Waterford, Co. Waterford.	051 848000