

# Change of Circumstances (Inc. Overpayments)

## Higher Education Student Finance in Wales - 2018/19 Academic Year – Version 1.0

### Summary

This section provides details on the rules governing financial entitlement assessments for the core financial support package for students where a change of circumstance has taken place, namely a transfer, withdrawal or suspension.

### Disclaimer

This guidance is designed to assist with the interpretation of the student support regulations as they stand at the time of publication. It does not cover every aspect of student support nor does it constitute legal advice or a definitive statement of the law. Whilst every endeavour has been made to ensure the information contained is correct at the time of publication, no liability is accepted with regard to the contents and the Regulations remain the legal basis of the student support arrangements for the academic year (AY) 2018/19. In the event of anomalies between this guidance and the Regulations, the Regulations prevail. Please note the Regulations are subject to amendment.

Please note this guidance is for SFW students only.

### Regulation References

From AY 2018/19 there will be two sets of Regulations governing student support in Wales. As these Regulations will often have mirroring provisions the regulation references throughout this guidance chapter will be followed by either (2017) or (2018) to denote which set of Student Support Regulations the regulation is in reference too.

(2017) will denote the “The Education (Student Support)(Wales) Regulations 2017 (SI 2017/47)” as amended  
(2018) will denote the “The Education (Student Support)(Wales) Regulations 2018 (SI 2018/191)” as amended.

### Further Information

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## Abbreviations

Abbreviation	Full
ADG	Adult's Dependant Grant
AY	Academic Year
CCG	Childcare Grant
DSA	Disabled Students' Allowances
ESA	Income-based Employment and Support Allowance
FG	Fee Grant
FT	Full-time
FTE	Full-Time Equivalent
HE	Higher Education
HEP	Higher Education Provider
JSA	Jobseeker's Allowance
LLC	Loan for Living Costs
MG	Maintenance Grant
ML	Maintenance Loan
PG	Postgraduate
PLA	Parents' Learning Allowance
PT	Part-time
SFW	Student Finance Wales
SLC	Student Loans Company
SSG	Special Support Grant
TG	Travel Grant
TFL	Tuition Fee Loan
UG	Undergraduate
UC	Universal Credit
WG	Welsh Government
WGLG	Welsh Government Learning Grant

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## Introduction

This chapter provides policy guidance to Student Finance Wales (SFW) on how to deal with changes in the circumstances of a student that may have an impact on their entitlement to support, and on the recovery of overpayments of grants and loans from students who have received support under The Education (Student Support) (Wales) Regulations 2017 and The Education (Student Support) (Wales) Regulations 2018.

This chapter deals with the following subjects:

- students who have withdrawn from their course;
- students who have suspended their study;
- resuming payment of support; and
- recovery of overpayments of loans and grants.

Following the Diamond Review of Welsh HE student funding the WG introduced a new package of support for students commencing study in AY 18/19. The policy rules governing withdrawals, suspensions, resumption, transfers and overpayments are similar across these cohorts, however differences will be noted within the sections below. Further examples for pre 2018 cohort students can be found in the 2017/18 Change of Circumstances Guidance Chapter.

Policy guidance on previous study, including termination of eligibility and SFW discretion can be found in the 'Assessing Eligibility AY 18/19 Wales' chapter. SFW should refer to the 'Assessing Eligibility AY 18/19 Wales' chapter for further policy guidance relating to students transferring courses. In all transfer cases, the written consent of the receiving Higher Education Provider (HEP) is required. Please see below for updated additional guidance on transfers. An 'overpayment' occurs, for example, when a student's entitlement is reassessed, and the result of this reassessment is that their annual entitlement to support is reduced to an amount less than that which the student has already been paid, or it is identified that a student has been paid more than they are entitled to.

## Withdrawals

There are separate provisions in The Education (Student Support) (Wales) Regulations 2017 and The Education (Student Support) (Wales) Regulations 2018 that govern payment of fee support and living cost support where a student has withdrawn from the course. These are summarised below.

### **Fees – Full-time (FT) – Pre 2018 Cohort Students**

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The following paragraphs apply to all new system students\*, and also to students commencing FT distance learning courses on or after 1 September 2012. Additionally, there is a statutory requirement on HE Providers (HEPs) to notify the Welsh Government (WG) (in practice, SFW) of all case of withdrawals, suspensions and transfers at the first opportunity.

(\* 'New system students' means those who commenced a higher education (HE) course in AY 2006/07, AY 2007/08, AY 2008/09, AY 2009/10, AY 2010/11, AY 2011/12, AY 2012/13, AY 2013/14, AY 2014/15, AY 2015/16, AY 2016/17 or AY 2017/18.). In this chapter we will refer to them as Pre 2018 cohort students.

Tuition support is normally paid to HEPs in 3 instalments. The first payment is made early in the AY with subsequent payments made shortly after the start of each term. Prior to 1<sup>st</sup> September 2012, students became liable for the full tuition fee payment 3 months after the start of the AY. The students' liability for the fee extends at each liability date - becoming liable for the full amount if in attendance at the third and last liability date. This means that HEPs will have to confirm attendance to the Student Loans Company (SLC) at each of the

3 liability dates to receive payment of each instalment. This will affect withdrawals, suspensions and transfers for all 'new system' students.

The tuition payment is split into instalments of 25%, 25% and 50% of the total tuition charge for the AY.

No payments of tuition fee loan (TFL) or fee grant (FG) will be made unless the HEP confirms that the student is in attendance, i.e. if they withdraw before the course starts or never actually enrol. Only 25% of the TFL and/or FG is payable if the student withdraws during the 1st term, 50% if they withdraw during the 2nd term and the full 100% if they withdraw during the 3rd term.

Where a student withdraws from their course, the WG expects HEPs to charge students a fee amount which is no greater than the amount the student is liable to repay up to the date of withdrawal from the course. The HEP also has discretion to reduce the student's liability if it decides this is appropriate (e.g. compelling personal reasons).

Pre 2018 cohort students who commence their course on or after 1<sup>st</sup> September 2012 are entitled to apply for a TFL of up to £4,200 and a FG of up to £4,800 (studying at a Welsh HEP) or a TFL up to £4,450 and FG up to £4,800 (studying at a HEP elsewhere in the UK) in AY 2018/19. Pre 2018 cohort students studying at a private provider can apply for a TFL up to £6,165. Where a student withdraws during the AY and the HEP reduces the fee charged to less than the amount already paid, SLC will claw back the difference, split proportionally between TFL and FG. For example:

**Student A** commences a designated FT course at a publicly funded Welsh HEP, for which the tuition fee is £8,000. Student A requests the maximum TFL of £4,200 and is awarded a FG of £3,800.

Student A's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,000 (25% of £8,000) is paid as follows:

- TFL 1st instalment: £1,050 (25% of £4,200)
- FG 1st instalment: £950 (25% of £3,800)

Student A withdraws from the course before the start of the 2<sup>nd</sup> term. The HEP reduces Student A's fee liability to £500. SLC will claw back £1,500 of the fee that has been paid.

The claw back amount will be split in the proportions that the last term payment was made in, i.e. 48.75% TFL ( $(975 / 2000) \times 100$ ) and 51.25% FG ( $(1025 / 2000) \times 100$ ).

- Claw back of TFL from HEP =  $(48.75/100) \times £1,500 = £731.25$
- Claw back of FG =  $(51.25/100) \times £1,500 = £768.75$

£731.25 is clawed back from the TFL that has been paid for this AY, and £768.75 is clawed back from the FG.

The student's new liability or outstanding TFL is now £500.

### **Fees – Full-time (FT) - 2018 Cohort Students**

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From AY 2018/19, students starting an eligible higher education course will no longer be eligible to apply for tuition fee grant. Instead the Welsh Government will increase the maximum TFL amount to cover the full tuition fee amount charged.

As with new system students, tuition support is to be paid to HEPs in 3 instalments. The first payment is made early in the AY with subsequent payments made shortly after the start of each term. The students' liability for the fee extends at each liability date - becoming liable for the full amount if in attendance at the third and last liability date. HEPs will therefore have to confirm attendance to SLC at each of the 3 liability dates to receive payment of each instalment.

The tuition payment is split into instalments of 25%, 25% and 50% of the total tuition charge for the AY.

**Student B** commences a designated FT course at a publicly funded Welsh HEP in September 2018, for which the tuition fee is £9,000. Student A requests the maximum TFL of £9,000.

Student A's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL 1st instalment: £2,250 (25% of £9,000)

Student A withdraws from the course before the start of the 2<sup>nd</sup> term. The HEP reduces Student A's fee liability to £1,000. SLC will claw back £1,250 of the fee that has been paid.

The student's new liability or outstanding TFL is now £1,000.

### **Fees – Part-Time (PT)**

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Students who start a course on or after 1 September 2014 must be in attendance for two weeks in every AY of the course before the HEP confirms attendance. Students are not liable for any TFL until attendance has been confirmed.

PT TFL will be paid to the HEP in three 'termly' instalments, the first following confirmation from the HEP that the student has attended / undertaken the course for two weeks, and following the second and third liability points. The HEP does not need to confirm continuing attendance at the second and third liability points; the second and third instalments will be made unless the HEP indicates that the student has withdrawn or suspended their studies before each liability point. The three liability points will be set as follows:

- The date two weeks after the student starts the course;
- The first day of the second term of the AY;
- The first day of the third term of the AY.

No further payments of PTFL should be released after confirmation of withdrawal is received. If a PTFL payment is released for a term in which the student did not attend, the payment will be clawed back from the HEP.

The three instalments of PT TFL per AY will be paid in proportions of 25% / 25% / 50%.

**Please note:** Payment of PT course grant (for continuing part-time students who started before 1 September 2018) will be paid in one instalment. (However, no payment of course grant can be released until the HEP has confirmed that the student has attended / undertaken the course for two weeks in every AY if the student starts the course on or after 1 September 2014.)

For students on PT courses that began before 1 September 2014 and remain on the 'Fee Grant package of support' the same applies. Their entitlement following a change of circumstances should be assessed as detailed in the specific guidance chapter for 'PT Students Support Wales AY 18/19'.

The relevant date (three months from the beginning of the AY) will be 1<sup>st</sup> December, 1<sup>st</sup> April, 1<sup>st</sup> July or 1<sup>st</sup> October, depending upon whether the AY of the course in question begins on 1<sup>st</sup> September, 1<sup>st</sup> January, 1<sup>st</sup> April or 1<sup>st</sup> July respectively. Therefore, if a student has withdrawn from the course before the relevant date, and the HEP has confirmed or agreed that the student will not be resuming the course later in that AY, or at all, no grant or fee loan or fee contribution loan is payable for fees.

If, on the other hand, the student is in attendance on the relevant date but then withdraws later in the AY, the grant for fees or fee loan or fee contribution loan is payable. The fact that the student may withdraw later in the year, or may indeed have withdrawn by the time that the fees are actually paid, does not affect their payment. The only circumstance where the fee payment is revisited is where there is a revised financial assessment (for example, where a provisional assessment is converted into a final assessment following

receipt of accurate financial details) that affects the amount of grant for fees (known as fee remission grant) that an old system student is entitled to for AY.

### ***Grants and loans for living costs (general)***

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Please see the Assessing Financial Entitlement chapter for details on the grants and loans for living costs available.

Regulations 63(b) (2017) and 95 (2018) define a 'payment period' as a period in respect of which support is payable, or would have been payable if the student's period of eligibility had not terminated.

Where students withdraw part-way through a payment period, regulations 58(13) and 58(14) (2017) and 95 (2018), give SFW discretion to determine whether a payment of grant for living costs should be made in respect of the whole of that payment period or only for the portion of that period during which the student was undertaking the course.

Regulations 58 (10) (2017) and 95(2018) provide that no grants for living and other costs are payable in respect of a payment period beginning after an eligible student's period of eligibility terminates. This covers cases where the student has withdrawn from, abandoned, or been expelled from their course: cases where students' eligibility has been terminated because they have shown by their conduct that they are unfit to receive support; and cases where students' eligibility has been terminated because they have failed to provide requested information or who have knowingly provided materially inaccurate information. SFW does not have discretion to determine otherwise in these circumstances. SFW's discretion is limited to the payment period during which the student withdraws from the course.

Regulations 61(4) (2017) and 87(2018) provide that SFW must not pay the first instalment of a loan for living costs (or in cases where the support is not being paid in instalments, any payment of a loan) to an eligible student before the HEP has sent an attendance confirmation, unless an exception applies. Regulation 61(5) (2017) and 87 (2018) provide that an exception applies if SFW determines that owing to exceptional circumstances it would be appropriate to make a payment without receiving an attendance confirmation.

Regulations 61(11) (2017) and 95 (2018) provide that no loans for living costs are payable in respect of any payment period beginning after an eligible student's period of eligibility terminates. Maintenance support is available on a pro-rated daily basis to FT students who have been in prison (whether on remand or otherwise) for part of the AY.

No support should be paid in respect of time spent in prison, unless SFW consider it appropriate in all the circumstances (regulations 58(7) and 61(9) (2017) and 93 (2018)). SFW has the discretion whether to pay full or partial support, or none at all whilst a student is in prison during an AY. SFW should use their discretion where the stopping or recovery of payments will cause financial hardship to the student and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison, SFW must have regard to the financial hardship not paying the support would cause and whether not paying the support would affect the student's ability to continue the course. They should therefore consider factors such as the student's ability to pay rent and other living expenses to enable them to continue with their course.

Please note: No maintenance or supplementary support is available for eligible prisoner students commencing a course on or after 1<sup>st</sup> September 2012. The only support available to these students is a TFL and FG. Please see the 'Assessing Eligibility' guidance document for full details on eligibility for this category of student.

### ***Grants for living costs***

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Maintenance grant (MG), Special Support Grant (SSG), Adult Dependants' Grant (ADG) and Parents' Learning Allowance (PLA) are payable in respect of 365 days. Where a student withdraws from their course part-way through a payment period, a reassessment of these grants should normally be based on the number of days

that the student was undertaking, or can be treated as undertaking, the course from the first day of the AY to the date of withdrawal.

Welsh Government Learning Grant (WGLG) is not payable in respect of 365 days as it is paid in tandem with ML as part of the 2018 living costs support package. These products are paid in respect of terms attended and of days of attendance within each term. More details of this are provided in the following section. Under regulations 58(13) and 58(14) (2017) and 95(2018) SFW has discretion, taking into account the student's circumstances, to extend the student's eligibility in respect of grants for living and other costs to the end of the payment period in which the student leaves the course. All payments should cease from the time of withdrawal from the course or when students who have attended their course in the AY and then go into prison (see above). Any overpayments should be recovered from students for any time that they spend in prison.

**EXAMPLE:**

Student A commences a HE course with an AY that starts on 1 September.  
The student's PLA entitlement for a full year, after income assessment, is £900.  
Student A leaves their course on 27 October.

SFW determines that PLA should not be paid beyond the date of withdrawal.  
Therefore number of days for reassessment purposes = 57 (1 September – 27 October).  
So, revised entitlement is as follows:

$$\frac{57}{365} \times \text{£}900 = \text{£}141$$

Disabled Students' Allowances (DSAs), Childcare Grant (CCG) and Travel Grant (TG) are based on a student's actual requirements. Where the student withdraws part-way through a payment period SFW has the discretion under regulations 58(13) and 58(14) (2017) and 95(2018), to extend the student's eligibility in respect of grants for living and other costs to the end of the payment period. However, the very nature of the DSAs, CCG and TG are that they are based on a student's actual requirements in respect of expenditure incurred whilst undertaking the course. Therefore, the fact that support may be extended to the end of the payment period in which the student withdraws from the course does not necessarily mean that these three grants should continue to be paid.

Please note: No DSAs (including DSAs for postgraduate (PG) courses) will be available for any prisoner (including an eligible prisoner) who starts a course on or after 1 September 2012. The responsibility to provide support for disabled prisoners lies with the Prison Service.

• ***Loans for living costs - Pre 2018 Cohort***

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Where a student withdraws at the end of a term, it will not be necessary for SFW to reassess the amount of loan payable if the loan amount was properly calculated. The system will calculate the student's revised entitlement on the basis of 33% of the assessed loan where the student leaves the course at the end of first term, 66% at the end second term and 100% if the student completed the full year. The loan will be recovered in the normal way through the income contingent repayment procedure. This applies to all students including those who cease to attend that course on commencement of a custodial sentence - all payments should cease from the date of withdrawal.

All payments should cease from the time of withdrawal from a course for students who have attended their course in the AY and then go into prison. Any overpayments should be recovered from students for any time that they spend in prison.

Loans for living costs should not be paid beyond the date of withdrawal. Where the withdrawal happens midway through a term, the system will reassess the loan entitlement. The revised loan entitlement is calculated using the method outlined in the worked example below.

SFW should manually override the system generated figures in the relevant fields when approving the student's revised loan entitlement. The revised loan entitlement should be calculated using the method outlined in the following worked example.

**Student B** commences their second year of an HE course with an AY that started on 1 September 2017. There are 75 days in the first term. The student is eligible for the full 'elsewhere' rate of loan (£7,143).

Having received the instalment of loan payable in respect of the first payment period, Student B leaves the course on 3rd October (having attended for 33 days) and does not return.

Student B is only eligible for support for the number of days that the student was undertaking the course. The student's revised entitlement is as follows:

Maximum loan:	£7,143(full 'elsewhere' rate)
Number of days attended in term:	33
Number of days in term:	75
Number of terms in AY:	3

$$\frac{33}{75} \times £7,143 = £3,142.92 \div 3 = £1,047.64$$

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- ***Loans for living costs and Welsh Government Learning Grant - 2018 Cohort***

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As with the pre-2018 cohort loan for living costs, where a student withdraws at the end of term there is no requirement for their finance to be reassessed. The students entitlement will be calculated at 33%, 66% or 100% accordingly.

All payments should cease from the withdrawal date and support will be reassessed to this date.

The revised entitlement of loan and WGLG should be calculated using the method outlined in the following worked example.

**Student C** commences the first year of an HE course with an AY that started on 1 September 2018. There are 80 days in the first term. The student is eligible for the full 'home' rate of loan and WGLG (£8,110). As their household income is below the lower income threshold of £18,370, this is split into £2,949 of loan and £5,161 of WGLG.

Having received the instalment of support payable in respect of the first payment period, Student C leaves the course on the 7<sup>th</sup> of November (having attended for 45 days) and does not return.

Student C is only eligible for support for the number of days that the student was undertaking the course. The student's revised entitlement is as follows:

Maximum loan:	£2,949
Number of days attended in term:	45
Number of days in term:	80
Number of terms in AY:	3

$$\frac{45}{80} \times £2,949 = £1,658.81 \div 3 = £184.31$$

Maximum WGLG:	£5,161
Number of days attended in term:	45
Number of days in term:	80

Number of terms in AY: 3

$$\frac{45}{80} \times £5,161 = £2,903.06 \div 3 = £967.68$$

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### ***Reassessment of a student's loan entitlement resulting in an underpayment***

When a student withdraws from a course it is possible that they are entitled to a higher amount of loan or loan and WGLG than they have so far claimed (for example, because their original assessment, which was provisional, has now been finalised). Regulations 53(3) (2017) and 60(2018) provide that where an eligible student has applied for support of less than the maximum amount to which the student is entitled in relation to the AY, the student may apply to borrow an additional amount which, when added to the amount that the student has already applied for, does not exceed the relevant maximum amount of support available.

#### **EXAMPLE - 2018 Cohort**

**Student D** begins a course in October 2018, having been assessed as entitled to £8,817 for the year (the maximum 'elsewhere rate' available for loan and WGLG), payable in three instalments of 33%, 33% & 34%. Their household income for the initial assessment is £25,000 and their support is split into WGLG of £3,347 and loan of 5,470 as a result.

The student receives initial instalments of £1,104.51 of WGLG and £1,805.10 of loan

Student D then withdraws from the course in December of the same AY. Following a reassessment based on a household income of £30,000 the student receives a revised support notification from SFW, showing the student's entitlement for the period up to withdrawal as £2,703 .69. This is now split into £692.67 of WGLG and £2011.02 of loan.

As Student C only received £1,805.10 of loan in October, the student may apply for the remaining £205,92 of loan provided that the student does so not later than one month before the end of the AY, or one month after the date on which the student receives the revised support notification, whichever is later.

As the student received £1,104.51 of WGLG for a period they were only entitled to £692.67, they will have an overpayment of WGLG totalling £411.84.

#### **EXAMPLE - Pre 2018 Cohort:**

**Student E** begins the second year of their course in September 2018, having been assessed as entitled to £5,357 for the year (the 75% non-income assessed element of the £7,143 'elsewhere rate'), payable in three instalments of 33%, 33% & 34% or £1,767.81, £ 1,767.81 and £1,821.38.

Student C then withdraws from the course in December of the same academic year. The student receives a revised support notification from SFW, showing the student's entitlement for the period up to withdrawal as £2,000.

As Student C only received £1,767.81 in October, the student may apply for the remaining £232.19, provided that the student does so not later than one month before the end of the academic year, or one month after the date on which the student receives the revised support notification, whichever is later.

### ***Extra weeks' loan***

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Where students have in an AY attended their course for longer than 30 weeks and 3 days, they may be eligible for extra weeks loan. The amount of extra weeks loan is added to the main student loan and paid in three instalments of 33%, 33% and 34%. Students are only eligible for the extra weeks loan when they have attended for at least 30 weeks and 3 days.

If they have not attended for more than 30 weeks and 3 days a reassessment should be processed showing the amount of main student loan reassessed less any extra weeks loan.

#### **EXAMPLE – 2018 Cohort**

**Student F's** course has an AY of 33 weeks.

Original assessment:

- Student entitlement: £6,922 (full 'elsewhere' rate) of which £4,563 is loan.
- Extra weeks' loan: £360 (3 extra weeks @ £120 per week)
- Total loan for year: £4,923

Student F withdraws during the first quarter, therefore:

- Loan received in first quarter: £1,624.59 (33% of £4,923)
- Loan due on reassessment: £1,472.79 (33% of £4,923).

## **Suspensions**

### ***Circumstances when a student may suspend their studies***

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Some FT students may have to interrupt their studies for a variety of reasons. These may include for example, illness, pregnancy, caring responsibilities, financial difficulties, bereavement or premature termination of a work placement. In some of these cases, when the student is ready to resume their studies, their HEP may not allow them to do so immediately. The HEP may often require the student to wait until the beginning of the next AY, or require the student to resume their studies at some later point in the next AY, for example at a point comparable to when the student had left the course in the previous AY.

### ***Suspensions - Fees***

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The following applies to both FT students (all new system students\* including those beginning in AY 2017/18) and 2018 Cohort students. The following paragraphs also apply to students commencing FT distance learning courses on or after 1<sup>st</sup> September 2012 and PT students who commence a course on or after 1<sup>st</sup> September 2014.

If a student suspends their studies, the HEP must notify SLC as soon as reasonably possible before the next liability date. The following rules apply to TFL and FT FG payments where a student has suspended study.

A student who suspends their studies during one term and resumes their studies either before the start of the next term or during the next term will be liable for the TFL/FG instalment for both terms.

#### **Pre-2018 Cohort Student Example:**

**Student H** starts a course on 1 September 2014 at an HEP charging tuition fees of £9,000.

Student F's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL 1<sup>st</sup> instalment: £1,011.50(25% of £4,046)
- FG 1<sup>st</sup> instalment: £1,238.50 (25% of £4,954)

The student suspends their studies on 1 November. The student resumes their studies after the 2<sup>nd</sup> liability point but before the 3<sup>rd</sup> liability point. The 2nd instalment of 25% is paid to the HEP in the same way. The 3<sup>rd</sup> payment of 50% will be paid in the same way if the student remains in attendance at the 3<sup>rd</sup> liability point. A student who suspends their studies during the first term, remains suspended during the whole of the 2nd term and resumes their studies during the third term (on or after the 3rd liability date) will be liable for the first and third tuition payment instalments but not the second tuition payment instalment

### **2018 Cohort Student Example:**

**Student I** starts a course that is charging a fee of £9,250 on 1 September 2018. The first tuition payment (25% of the £9,250 tuition charge for the AY) is made to the HEP in the following way.

Student G's attendance for the 1st term is confirmed and the first instalment of £2,312.50 (25% of £9,250) is paid as follows:

- TFL 1st instalment: £2,250 (25% of £9,000)

The student suspends their studies on 1 November. The student resumes their studies after the 3<sup>rd</sup> liability point. The 2<sup>nd</sup> 25% tuition instalment will not be paid to the HEP. However the 3<sup>rd</sup> 50% tuition instalment is paid to the HEP in the following way.

- TFL 3<sup>rd</sup> instalment: £4,500 (50% of £9,000)

Where a student suspends their studies before a liability point and informs the HEP, but the HEP does not notify SLC of this suspension until after the liability point (giving the effective date of suspension as occurring before the liability point) the payment made should be clawed back from the HEP on receipt of the suspension notification. Please see the example student 'A' above on how TFL / FG is apportioned during claw back.

### ***Reassessments for students who are absent from their course – Maintenance Products***

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Regulations 58(16) and 61(12) (2017) and 94 (2018) relate to a relevant payment period during any part of which a student is absent from the course. Regulations 58(16) (2017) and 94 (2018) provide that no grants for living and other costs shall be payable during that period, unless SFW determines that, taking into account the circumstances of the individual case, part, or indeed all, of the grants otherwise due in respect of that period may be paid. Regulations 61 (12), (2017) and 85 (2018) make similar provision for loans for living costs.

In the case of FT Undergraduate (UG), regulations 58(18) (2017) and 94 (2018), in the case of grants for living and other costs, and regulations 61(14) 2017 and 94 (2018), in the case of loans for living costs, allow for an automatic disregard of absence for 60 days if the student is ill. Such students are eligible for full support during this period. HEPs may also make payments from other funds during this period.

Regulations 58(16) and 61(12) (2017) and 94 (2018) respectively give SFW the discretion to determine that all or part of the grant or loan support due is payable where the student is absent from the course for reasons other than illness, or where the illness exceeds 60 days. Regulations 58(17) and 61(13) (2017) and 94 (2018) respectively provide that in deciding whether it would be appropriate to pay all or part of the grant or loan support, consideration should be given to:

- the reasons for the student's absence;
- the length of the absence; and
- the financial hardship caused by not paying all or part of the support.

If the student is in prison then no further support should be paid for that time. SFW will have the discretion to determine whether to pay full or partial support, or none at all whilst a student is in prison in an AY. They need to consider what is appropriate having taken all the circumstances into account. SFW should use their discretion where stopping or recovering payments will cause financial hardship to students and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison during the AY, SFW needs to consider factors such as a student's ability to pay rent and other living expenses to enable them to continue with their course. It is expected that exercising the discretion would be appropriate when a student spends a very short time in prison.

In these circumstances, HEPs also have discretion to make payments from their own discretionary welfare funds, provided that SFW has determined that the student has not abandoned, withdrawn from or been expelled from the course.

### ***Extending student support to students who suspend their studies***

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The lack of financial support has often led to financial hardship and to some students withdrawing from their courses. Clearly, it is not in the public interest for students to withdraw from their courses in these circumstances, given that any expenditure on their tuition fee and living costs support would therefore have effectively been wasted. This is not in the interests of either the student or the taxpayer. It is important that SFW use the discretionary powers available to them to avoid students having to drop out due to financial pressures.

SFW should be aware that their discretionary power to determine that part or all of the student support is payable can be exercised in circumstances other than illness. The list of circumstances is not exhaustive. SFW should be particularly sympathetic towards those students who have dependants.

In deciding on the exercise of their discretion, SFW should consider each case on its own merits. SFW must consider the reasons for the absence, the length of the absence and the financial hardship not paying the support would cause. They should also consider any other relevant circumstances such as the prospect of the student returning to the course. SFW should also take account of how the HEP treats the student's absence, particularly if the HEP has given the student permission to be absent, and on what terms.

### ***Students without financial support***

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1. Although Jobseeker's Allowance (JSA) / Universal Credit (UC) may be available to students who are waiting to resume their studies following a period of suspension due to illness or caring duties, there are other students who do not qualify for JSA/UC and may be left without any source of financial support. These may include:

- students waiting to rejoin their course after the expiry of one year since suspension;
- sick students waiting 28 weeks to receive Income Support; and
- students deemed unavailable for work and not entitled to JSA/UC because they are doing significant amounts of study in preparation for their return to the course.

### ***Benefit provision for students who have suspended their studies***

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FT students who have suspended their studies due to illness or caring responsibilities and who are required to wait until their HEP allows them to rejoin their course may claim JSA and Housing/Council Tax Benefit or UC from when they recover from illness or the caring duties end, until the day before they rejoin their course, but not exceeding one year.

JSA is not payable to students who are entitled to a student loan. However, JSA can be paid subject to the student satisfying the normal criteria for receipt of that benefit. JSA is payable up until the day before the student rejoins their course but not exceeding one year.

Students who have suspended their studies may not be eligible for payments from their HEP's hardship (or equivalent) fund while in receipt of JSA. Students should contact their HEP for information and advice.

### ***Students who remain ill***

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Those students who remain ill for more than a continuous period of 28 weeks become eligible at that stage to receive Income Support and Housing Benefit, provided that they have submitted satisfactory evidence to Jobcentre Plus and their local authority.

### ***Procedures for suspending study***

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Although SFW has the discretion to determine continuation of student support, HEPs and students themselves have an important role in this process. It is essential that there is prompt interaction between the student and the HEP, and that HEPs promptly notify SFW when students temporarily suspend, or indeed withdraw from their courses. This will enable SFW to make the decision efficiently.

Students should, in the first instance and at the earliest opportunity, contact their HEP. The suspension process should involve the student receiving support and advice from a range of staff at the HEP, particularly course tutors, welfare and financial advisers. HEPs should consider the reasons for suspension and reach an agreement on the best course of action for the student, either withdrawal or suspension. The student and the HEP should agree the likely period of absence and then arrange to keep the position under review. The student should then ask the HEP to complete the agreed 'Notice of Student Suspending Study' form, confirming that they are suspending their studies, giving the reasons for suspending and providing an agreed date of return.

It is the responsibility of HEPs to notify the SFW as soon as it is agreed that the student will suspend study. The student should also be advised to approach SFW, requesting that they be assessed for continued support if required. Whenever possible a joint approach to SFW from the HEP (supporting the case to extend student support) and the student is recommended. The process would enable SFW to make a timelier and better informed decision on whether to continue student support, and it would also reduce the possibility of confusion arising over whether a student has withdrawn from the course or has suspended their studies.

### ***Students suspending their studies and returning later in the same term***

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#### **Grants and loans for living costs**

In accordance with regulations 58(16) and 61(12) (2017) and 94 (2018) no grants or loans for living costs will be payable during the period in which the absence falls, unless SFW decides that, in view of the circumstances underlining the absence, payment should be made either in full or in part. If the period of absence falls across two periods, then whether or not the student should receive support during either of those two periods will depend upon the extent of the absence in each period. If the absence covers more than half of one period, then the student might not receive support at all for that period. Again, SFW has the discretion to decide whether or not it would be appropriate to pay full or only partial support or none at all, in respect of either of those two periods. If a student spends any time in prison they are ineligible for any support whilst the student is in prison (whether on remand or otherwise) save that SFW has the discretion to determine whether to pay full or partial support, or none at all whilst a student is in prison in an AY. They need to consider what is appropriate in all the circumstances. SFW should consider using their discretion where stopping or recovering payments will cause financial hardship to students and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison during the AY, SFW needs to consider factors such as a student's difficulty to pay rent and other living costs to enable them to continue with their course. It is expected that exercising the discretion would be appropriate when a student spends a very short time in prison.

Where the student is deemed to be eligible for support for only part of the AY, the Regulations do not allow the assessed student contribution to be reduced.

### ***Students suspending their studies and returning later in the same AY***

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#### **2018 Cohort Example:**

**Student J** is a new system student and begins the third year of the course in September 2018. However, the student suspends attendance in October, having attended for 45 days of the first term and having received payment of the instalment of maintenance loan due in respect of the first period. There are 75 days in the first term.

Student J is eligible for the £9,000 'elsewhere' rate of maintenance loan. As a 2018 cohort student with a household income of £35,000, they are entitled to £5,208 of WGLG and £3,792 of loan .

However, instead of returning to the original course, Student H starts a new course in January 2019, the AY of which runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

STEP 1: SFW will need to action the case as a transfer.

#### **Original course**

Student J was in attendance on at the start of the first term but suspended before the start of the second term, he will not return to the original course. Therefore 25% of the fee is payable in respect of the original course.

SFW decides that **Student J** is eligible for maintenance loan support in respect of the 45 days during which the student attended the original course, and reassesses the loan and WGLG support for the first quarter as £750.82 of loan and £1,031.18.

SFW notifies the SLC of the revised entitlement for the original course.

#### **New course**

**Student J** starts the new course in January. As the AY of the new course runs from January to December the student's maintenance loan entitlement for the first AY of the new course will still be payable in three instalments, the first becoming due in the quarter beginning on 1<sup>st</sup> January. SFW should reassess as follows:

Student H is eligible for the £9,000 'elsewhere' rate of maintenance..

SFW would calculate loan and WGLG entitlement as normal.

SLC will adjust payment accordingly, taking into account any overpayments from a previous assessment.

### **Transfers – Fees – FT**

Where a student transfers course and/or HEP after the start of the AY, to a course with a different tuition charge, the total amount of tuition which can be paid out in the AY will never exceed the highest tuition charge which the student has been subject to in that AY.

**Where students transfer courses between HEPs, it will be up to the HEPs to agree between them how to apportion the tuition fee for that term (but subject to the annual tuition fee that applied at the start of that term and the maximum TFL/FG (pre 2018 Cohort) or TFL only for 2018 Cohort students instalment paid for**

**that term). Any change in the annual tuition fee for the new course will only be applied at the start of the next term; the amount already paid for the term in which the student transfers will not be adjusted.**

Where a student transfers course and HEP mid AY, the HEP to which they transfer will only receive a percentage of the maximum tuition charge for that course. This will depend on when the student transfers. i.e. if the student transfers after the start of term 1, the new HEP will only receive 75% of the tuition charge for the second course in the form of a loan/grant. If the student transfers after the start of term 2 the new HEP will only receive 50% of the tuition charge for the second course in the form of a loan/grant. If the student transfers after the start of term 3, the new HEP will not receive any further payment for tuition until the start of the following AY.

#### Examples – 2018 Cohort

**Student K** commenced a new course in September 2018, for which the tuition charge is £9,000. Student K requests a TFL of £9,000. Student K's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of **£2,250** (25% of £9,000) is paid.

Student K transfers during the 1<sup>st</sup> term to a new course at a different HEP, which also has an annual tuition charge of £9,000. The new HEP can charge 75% of the full AY fee, i.e. £6,750 payable in a ratio of 33% / 67%. The new HEP cannot charge any further fee for the 1<sup>st</sup> term.

Student K's attendance is confirmed by the new HEP for the 2<sup>nd</sup> term and the second instalment of **£2,227.50** (33% of £6,750) is paid.

Student K's attendance is confirmed for the 3<sup>rd</sup> term and the third instalment of **~£4,522.50** (67% of £6,750) is paid.

Total tuition support paid £9,000 (£2,250 to HEP 1 and £6,750 to HEP 2).

**Student L** commences a course in October 2018, for which the tuition fee is £9,000. Student L requests a TFL of £9,000. Student L's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of **£2,250** (25% of £9,000) is paid.

Student L transfers during the 1<sup>st</sup> term to a new course at a different HEP, which has an annual tuition charge of £6,000. The new HEP can charge 75% of the full AY fee, i.e. £4,500, payable in a ratio of 33% / 67%. The new HEP cannot charge any further fees for the 1<sup>st</sup> term.

Total tuition support paid is £6,750 (£2,250 to HEP 1 and £4,500 to HEP 2).

Student L's attendance is confirmed by the new HEP for the 2<sup>nd</sup> term and the second instalment of £1,485 (33% of £4,500) is paid.

Student L's attendance is confirmed for the 3<sup>rd</sup> term and the third instalment of £3,015 (67% of £4,500) is paid  
Total tuition support paid to HEP 1: **£2,250** Total paid to HEP 2: **£4,500**

**Student M** commences a course in September 2018, for which the tuition fee is £6,000. Student M requests a TFL of £6,000. Student M's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,500** (25% of £6,000) is paid.

Student M's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,500** (25% of £6,000) is paid.

**Student M** transfers after the 2<sup>nd</sup> liability point (i.e. during the 2<sup>nd</sup> term) to a new course at a different HEP for which the full AY fee is £6,000. The HEP can charge 50% of the full AY fee, i.e. £3,000. The new HEP cannot charge any further fee for the 2<sup>nd</sup> term.

Student M's attendance is confirmed by the new HEP for the 3<sup>rd</sup> term and the third instalment of £3,000 is paid

Total tuition support paid to HEP 1: **£3,000**. Total paid to HEP 2: **£3,000**.

### Pre 2018 Cohort Examples:

**Student N** is continuing on a course in AY 2018/19 that commenced in September 2017, for which the tuition fee is £5,000. Student N requests a TFL of £4,200 and is awarded a FG of 800. Student N's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,250** (25% of £5,000) is paid as follows:

TFL: 1<sup>st</sup> instalment: £1,050 (25% of £4,200)  
FG: 1<sup>st</sup> instalment: £200 (25% of £800)

Student N's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,250** (25% of £5,000) is paid as follows:

TFL: 2<sup>nd</sup> instalment: £1,050 (25% of £4,200)  
FG: 2<sup>nd</sup> instalment: £200 (25% of £800)

Student N transfers after the 2<sup>nd</sup> liability point (i.e. during the 2<sup>nd</sup> term) to a new course at a different HEP for which the full AY fee is £9,000. The HEP can charge 50% of the full AY fee, i.e. £4,500

The new HEP cannot charge any further fee for the 2<sup>nd</sup> term.

Student N's attendance is confirmed by the new HEP for the 3<sup>rd</sup> term and the third instalment of **£4,500** is paid as follows.

TFL: 3<sup>rd</sup> instalment £2,100 (50% of £4,200, i.e. the remainder of TFL entitlement)  
FG: 3<sup>rd</sup> instalment £2,400 (balance of third instalment)

Total tuition support paid **£7,125** (TFL: £4,200, FG: £2,800)

**Student O** is continuing a course he began in September 2017, for which the tuition fee is £6,000. Student O requests a TFL of £4,200 and is awarded a FG of £1,800. Student O's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:

TFL: 1<sup>st</sup> instalment: £1,050 (25% of £4,200)  
FG: 1<sup>st</sup> instalment: £450 (25% of £1,800)

Student O's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:

TFL: 1<sup>st</sup> instalment: £1,050 (25% of £4,200)  
FG: 1<sup>st</sup> instalment: £450 (25% of £1,800)

Student O's attendance for the 3<sup>rd</sup> term is confirmed and the 3<sup>rd</sup> instalment of £3,000 (50% of £6,000) is paid as follows:

TFL: 3<sup>rd</sup> instalment £2,100 (50% of £4,200)  
FG: 3<sup>rd</sup> instalment £900 (50% of £1,800)

Student O transfers after the 3<sup>rd</sup> liability point (i.e. during the 3<sup>rd</sup> term) to a new course at a different HEP for which the full AY fee is £6,000.

The new HEP cannot charge any more fees for the 3<sup>rd</sup> term of this AY.

Total tuition support paid **£6,000** (TFL: £4,200, FG: £1,800)

### ***Transfers and withdrawal to courses with a later AY start date (inc compressed years)***

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Students who transfer to a course with a later AYs start date (Inc compressed first year courses) will be entitled to the remainder of the support in respect of the AY of the course from which the student has transferred (In line with the guidance above).

Students who withdraw from a course and go on to commence a course with a later AYs start date (including compressed first year courses) will be entitled to full year support for the new course.

For example:

#### **Transfers**

**Student A** commences a course in September and transfers to a course that starts in January which lasts a full AY. Only the support remaining in relation to the course the student transferred is payable (regulations 8(3), (2017) and (2018)).

**Student B** commences a course in October and transfers to a February start 'compressed year' course. Again, only the support remaining in relation to the course the student transferred is payable (regulations 8(3) (2017) and 28 (2018)).

This means that only two terms worth of support for the second course is payable.

#### **Withdrawals**

**Student C** commences a course in September and withdraws shortly afterwards in October. Student C starts a subsequent course in the following January that lasts the full AY. This should be treated as a new period of study, so full support for the whole AY is payable.

**Student D** commences a course in September and withdraws shortly afterwards in October. Student D starts a 'compressed year' of a new course in the following January, that last the full AY. This should be treated as a new period of study so full support for the whole AY is payable.

### **Transfers – Fees – PT**

Where a student transfers course after the first liability point and before the second liability point in an AY, payments will differ from the usual 25% / 50% ratio that would normally be used for the second and third instalments. For the course that the student has transferred to, a TFL of 75% of the full AY fee charge will be available, split in a proportion of 33% / 67%. (Note that this applies even where the full AY fee for the second course is the same as the full AY fee for the first course). Using a 33% / 67% split for the second and third instalments, this gives a 25% / 24.75% / 50.25% TFL weighting split over the course of the AY, i.e.:

- 25% of the full AY fee charged at the first liability point
- 24.75% of the full AY fee charged at the second liability point
- 50.25% of the full AY fee charged at the third liability point

**Student A** starts a PT course at HEP A on 1 September. HEP A confirms the student's liability for term 1 and confirms the tuition fee for the AY to be £2,500. Student X requests the maximum PT TFL of £2,500. The first instalment of TFL is paid to HEP A following the 1st liability point:

HEP A: 1st instalment £625 (25% of £2,500)

The student submits a transfer to HEP B during term 1. HEP B confirms the fee for the new course to be £1,968.75 (75% of the new full AY fee of £2,625). The student has requested the maximum PT TFL available.

Payments are made as follows:

HEP B: 2nd instalment 33% of £1,968.75 = £649.69 (paid following 2<sup>nd</sup> liability date)  
HEP B: 3rd instalment 67% of £1,968.75 = £1,319.06 (paid following 3<sup>rd</sup> liability date)  
Total fee paid to HEP A: £625. Total fee paid to HEP B: £1,968.75  
Total fee paid: £2,593.75

Where a student transfers course after the second liability point and before the third liability point, the second HEP can charge 50% of the full AY fee (paid in one instalment following the third liability point).

## Overpayments

In order to provide the maximum amount of flexibility, the Regulations allow for an overpayment of any **grant for living and other costs** to be recovered from any other grant that is payable to the student under regulations 62(9) (2017) or 89 and 90 (2018) ). Furthermore, recovery is possible whether the student stays on the same course or changes course, irrespective of whether the course is FT, PT or PG. The position on fee support is different as this is paid directly to HEPs, and overpayments would be recovered directly from the HEP concerned (regulations 62(1) (2017) and 89 (2018) Regulations).

Regulations allow for an overpayment of loan for living costs to be recovered from any further **loan** which is payable to the student (regulations 62(11) (2017) and 89 and 91 (2018)). Where part or all of an overpayment of a loan for living costs is outstanding when the student leaves or completes their course, the method of recovery will depend on the circumstances in which the overpayment occurred.

### ***Overpayments of grants for living and other costs***

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Regulations 63(19) (2017), and regulation 90 (2018) apply where the SLC has already paid out grants for living and other costs and then SFW reassesses the amount due.

If the amount of grant to be paid has increased, the SLC should process the reassessment. The student's instalments of grant for the year will be increased to reflect the increased entitlement to support.

If the reassessment results in a reduction in entitlement to grant, the amount overpaid will be normally recovered in full from the next instalment(s) of that grant or any other grants which remain to be paid within the current AY.

Regulations 62(9)(a) (2017) and 90 (2018) provide for an overpayment of grant for living and other costs to be subtracted from any grant payable to the eligible student from time to time under the relevant student support regulations . In other words, the overpayment may be recovered from a grant payable in respect of a later AY of the current course, or in respect of a later course (irrespective of whether the later course is FT, PT or PG).

Alternatively, under regulations 62(9)(b) (2017) and 90 (2018) SFW may recover an overpayment of a grant for living and other costs by taking such other action as is available. For example, where the student is no longer attending the course, the SLC may seek to recover the overpayment directly from the student, for example by initiating proceedings in the county court.

SFW is obliged by regulations 62(3) (2017) and 90 (2018) to recover overpayments of grants for living and other costs unless they consider that it is not appropriate to do so. They may, however, exercise discretion as to how and when to go about this.

### **Disabled Students' Allowances paid to third parties**

DSAs are generally paid direct to the suppliers of equipment or other support. It is an option for SFW to recover an overpayment of grants for living or other costs from DSA monies earmarked to pay a supplier. For example, a student is assessed to be eligible for DSAs and equipment worth £3,500 is ordered from a supplier. It subsequently comes to light that there is an overpayment of grants for living and other costs of £1,000 outstanding from a previous course.

SFW has the option to recover the overpayment from the DSA monies earmarked to pay the supplier. This will mean, of course, that the student's remaining DSA is not enough to pay the supplier in full. The question then arises as to who is liable to pay the balance. Whether SFW is liable will depend on the facts of the particular case, and before seeking to recover an overpayment from DSA money earmarked to a supplier SFW should satisfy itself that it will not be liable to pay the supplier.

#### **Equipment supplied before the student starts the course / delivered after the student has left the course**

A DSA needs assessment may be provided before a student has started their course to ensure that any equipment or other support that they need can be arranged and delivered for the beginning of term. In some cases it may be appropriate to supply DSA equipment early as well, for example where training in the use of the equipment is necessary before the student starts their course. However, if the student subsequently does not start the course, this may constitute an overpayment (see regulations 62(4) (2017) and 89 (2018) in the case of a FT student, regulations 109(5) (2017) and / Schedule 4 (2018) in the case of a PG student).

Similarly, a student may start their course, then abandon it and then receive DSA payments or equipment after they have abandoned the course (possibly because SFW had not been notified that the student had left the course). This may constitute an overpayment (see Regulations 62(5)(7), (2017) and 90 (2018) in the case of a FT student, Regulations 109(7) - (10) (2017) and 90 (2018) in the case of a PT student or Regulations 119(6)-(9) (2017) and Schedule 4 Paragraph 22 (2018) in the case of a PG student).

SFW will be able to accept the return of the equipment, a monetary repayment or a combination of both. For example, where the student has received two items of equipment through the DSA, the value of the items is equal to the amount of the overpayment and it is possible to return one item to the supplier and secure a full refund but not possible to return the other item, the amount of the overpayment can be reduced by the amount refunded and paid to the SLC with the student still having to make up the difference if the remaining amount of the overpayment cannot be recovered from any other grant for living and other costs.

#### ***Overpayments of loan for living costs or extra weeks' loan***

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Where a loan for living costs or extra weeks' loan has already been paid and SFW then reassesses the amount due and the amount of loan to be paid for living costs or extra weeks' loan has **increased**, SFW should process the reassessment through the single system as soon as possible. The student's instalments of loan for the year will be increased to reflect the increased entitlement to support.

Regulations 61(15) (2017) and 90 (2018) apply where a or extra weeks' loan has already been paid and SFW then reassesses the amount due.

If the reassessment results in a **reduction** in entitlement to or extra weeks loan, the amount overpaid will be recovered in full from the next instalment(s) of or extra weeks loan which remain to be paid within the current AY.

If there still remains an amount outstanding, then it is to be recovered in accordance with regulations 62, (2017) and 89 and 91 (2018).

The student will receive a payment schedule letter detailing the amounts to be recovered.

Regulations 62(10) (2017) and 91(2018) provide that SFW may recover an overpayment of loan for living costs if:

- a. The overpayment is a result of a failure of the student to provide promptly information which might affect the student's eligibility for a loan, or the amount of loan for which the student is eligible; or
- b. Any information which the student has provided is inaccurate in a material particular;
- c. The student has failed to provide information which SFW considers to be material in the context of the recovery of the loan.

The method of recovery in these circumstances is either subtracting the amount of the overpayment from any payable to the student under regulations made under section 22 of the Teaching and Higher Education Act 1998 or such other action as is available.

Where the reason for the overpayment is not one listed in regulations 62 (2017) and 91 (2018), SFW may subtract the amount of the overpayment from any loan for living costs payable to the student under the relevant student support regulations..

These methods for recovering an overpayment can be carried out before the income contingent repayment procedure begins whether the income contingent repayment procedure has commenced or not.

Where SFW decides to exercise these powers they must advise the SLC of the amount to be recovered by performing a reassessment. This will ensure that any overdue amount will be requested as soon as possible from the customer and that the appropriate recovery methods can commence.

#### **Overpayments made as the result of an internal error**

The Regulations do not specifically cover circumstances where a miscalculation by the assessor results in a student receiving payment of a higher amount than the student is entitled to. However, regulations 62(2), (2017) and 89 (2018) Regulations provides that an eligible student must, if required by the Welsh Ministers repay any amount paid to the student under Part 5 or Part 6 of the Regulations which for whatever reason exceeds the amount of support to which the student is entitled under Part 5 or Part 6. And regulation 62(3), 2017 Regulations / regulation 91, 2018 Regulations provides that the Welsh Ministers must recover an overpayment of any grant for living and other costs unless the Welsh Ministers considers it is not appropriate to do so.

The view of the Welsh Ministers, therefore, is that SFW should always carry out the re-assessment even when the overpayment has resulted from an internal error. SFW should advise SLC of the circumstance that caused the overpayment to arise to allow the SLC to negotiate the most appropriate method of recovery where the student is unable to make repayment in full. SLC will negotiate the recovery of the overpaid amount on a case by case basis. This is carried out by SLC in line with current guidelines to recover payments to which students are not entitled.

## Annex A – Updates Log

Date	Updates
02.10.2018	First Version Published

## Annex B

### ENQUIRIES

If you have any queries on this guidance, please contact:

Higher Education Division

Welsh Government

E-mail

[studentfinancedivision@gov.wales](mailto:studentfinancedivision@gov.wales)

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