



## **Guidelines for the approval of instalment plans to non-compliant students and debt collection methods<sup>1</sup>**

### **PREAMBLE**

The discretionary powers set out in these Guidelines are exercised by the Executive of the Financial Planning and Budgeting Department (PIFIC), who delegates their implementation to the Officer in charge of the ISEE verification procedure. The approval of an instalment plan to a student constitutes a subsequent act within this procedure.

### **Art. 1 – Beneficiaries of instalment plans**

Students with a debt to pay to Politecnico di Torino who are found to be non-compliant following the inspections of their self-certificates are given the possibility to pay the debt in instalments as provided in the following articles.

### **Art. 2 – How to request an instalment plan**

1. Students must request an instalment plan in writing, following the instructions provided by Politecnico Offices.
2. Students who do not request an instalment plan by the deadlines must automatically pay the amount due in a single payment before the deadlines set out by Politecnico. Failure to do so entails the application of art. 10 of the present Guidelines.
3. Politecnico reserves the right to ask a student to provide a financial guarantee (as referred to in Article 9) if, following the assessment and checks carried out by Politecnico using the available databases, the debtor is found not to have sufficient financial capacity to pay the instalments at the time the request for an instalment plan is submitted.

### **Art. 3 - Minimum debt amount for an instalment plan**

1. Instalment plans are granted only to the students who owe € 200.00 or above to Politecnico. For lower amounts, students are required to pay in a single payment.
2. For the sole purposes of applying this article, in the event of various debts incurred at different times and in any case with intervals not exceeding 12 months from each other (with reference to the date of the administrative notification of the debt), the sums due can be grouped together for the purpose of requesting an instalment plan.

### **Art. 4 – Effective start date of the instalment plan and instalment payment deadlines**

1. The instalment plan starts from the second month after requesting the instalment plan. For justified reasons, the start date may be deferred by a maximum of three months.
2. Students are required to pay each monthly instalment before the last day of the month. If this falls on a public holiday, the deadline is extended to the next working day.
3. In the event of exceptional and proven situations or events affecting the student, the PIFIC Executive, upon written request of the student, may evaluate exceptions to the payment deadlines of the instalments provided for in these Guidelines.

### **Art. 5 – Instalment minimum amount**

Each instalment must amount to no less than € 100.00.

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<sup>1</sup> The English translation of this document is provided as a support to the student community and has no legal effects. The Italian version shall constitute the sole authentic text and will be referred to for any legal matters.



#### **Art. 6 – Deadlines for interest-free instalment plans**

Without prejudice to the provisions of art. 5, students can request to spread the instalment plan as follows:

- up to 12 months for debts up to € 2,500.00
- up to 24 months for debts between € 2,500.01 and € 7,500.00
- up to 36 months for debts between € 7,500.01 and € 14,500.00
- up to 48 months for debts between € 14,500.01 and € 24,500.00
- up to 60 months for debts between € 24,500.01 and € 40,000.00
- up to 72 months for debts above € 40,000.00

#### **Art. 7 – Payment deadline extensions for instalment plans**

1. If the debt for which a student has requested an instalment plan includes any penalty fees provided for by the legislation on university education, Politecnico may extend the payment deadlines of the instalment plan (referred to in art. 6) by 50%.
2. If the debt has been incurred by two or more members of the same family, the student/debtor has the right to be granted a 12-month extension of the payment deadlines referred to in art. 6.
3. Where the conditions set out in the two preceding paragraphs apply simultaneously, the corresponding extensions of the payment deadlines shall be applied in the order in which they are provided.
4. The maximum duration of an instalment plan is normally set at 10 years. However, in cases where the debt exceeds €40,000.00 and both paragraphs 1 and 2 apply simultaneously, the duration may be further extended, provided that, before the beginning of the instalment plan, the student provides a financial guarantee in the form specified in Article 9. In such cases, the exceptions set out in paragraph 3 of Article 9 shall not apply, and the monthly instalment shall be set at two thirds of the instalment resulting from the application of paragraphs 1 and 2. In any case, the duration of an instalment plan shall not exceed 20 years.

#### **Art. 8 – Payment**

Students are required to pay the instalments exclusively using the methods indicated by Politecnico di Torino in the communication sent in response to their instalment plan request.

#### **Art. 9 – Failure to pay instalments**

1. If a student fails to pay two instalments (even if not consecutive) by the deadlines, Politecnico will:
  - a) send the student a formal notice requiring him/her to settle the unpaid instalments within 30 days and to provide – where required – the financial guarantee form referred to in the following paragraphs 3,4,5 and 6;
  - b) places an administrative hold on the student's academic progress, where active.
2. The debtor who pays the unpaid instalments referred to in the notice under paragraph 1 shall in any case comply with the next deadlines provided for by the instalment plan.
3. In addition to paying the overdue instalments, the debtor is also required to indicate the third parties who will act as guarantors for the continuation of payments (primarily members of his/her family, or of the family of origin), with the exception of the following cases:
  - a) the members of the student's family, or family of origin, do not reside in Italy;
  - b) following proper verification by Politecnico di Torino, the student is deemed to be financially able to continue paying the instalments (by way of example, the student has sufficient personal income and/or movable and immovable assets located in Italy whose value is consistent with the instalment plan).
4. Politecnico di Torino reserves the right to assess the economic and financial suitability of the persons indicated by the student as guarantors, including by requesting further information or documentation.



5. If the persons indicated as guarantors are not deemed suitable (by way of example, income and/or movable or immovable assets located abroad, non-existent or whose value is insufficient in relation to the instalment plan), Politecnico will notify the student who will have a second opportunity to indicate other persons as guarantors. These persons will also be subject to the assessment referred to in paragraph 4.
6. Pending the identification of the guarantors, the student shall continue to regularly pay the instalments.
7. The student loses the right to the instalment plan and Article 10 shall apply if:
  - a) the student does not settle the unpaid instalments within 30 days of receiving of the formal notice referred to in paragraph 1;
  - b) the student does not comply with the provisions of paragraphs 2 and 6;
  - c) the student does not provide the financial guarantee, where required, by the deadlines;
  - d) the persons indicated as guarantors are deemed unsuitable for the role;
  - e) the student fails for the second time to pay two or more instalments (even if not consecutive).
8. For the purposes of the application of this Article, an instalment is considered unpaid if the payment has not been made by the twentieth day following the scheduled deadline.

#### **Art. 10 – Enforced debt collection**

If a student loses the right to the instalment plan as per the present Guidelines, Politecnico di Torino will initiate the procedures for enforced collection by sending a notice of debt collection or by using other measures permitted by current legislation. Any costs connected to enforced collection will be borne entirely by the debtor.

#### **Art. 11 – Safeguard clause**

In the event of exceptional circumstances giving rise to a risk of financial loss for Politecnico di Torino, the PIFC Executive may, by means of a reasoned decision, revoke or revise the instalment plan previously granted to a student.

#### **Art. 12 – Scope of application**

The present Guidelines shall apply as from the date of registration of the approval decision, including the cases in which the ISEE verification has already been carried but the method for settling the outstanding debt has not been decided.