

ITALIA CONTI

Refunds and Compensation Policy

**(Including refunds, compensation and remedy
arrangements for student protection purposes, and
under the Italia Conti Student Protection Plan)**

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Introduction

1. General Information

- 1.1 This Refunds and Compensation Policy (**'the Policy'**) is in place to explain how we (Italia Conti) will meet our obligations regarding tuition fee refunds and compensation for registered students, including when matters arise which trigger the Student Protection Plan.
- 1.2 This Policy forms part of Italia Conti's student-facing documents for OfS registration and student protection purposes. It sets out the circumstances in which students may be entitled to a refund and/or compensation, and the approach used to consider, calculate and communicate those outcomes. It should be read alongside the Student Protection Plan or student protection arrangements, the Students' Terms and Conditions, Procedure for Curriculum Review, Course Changes and revalidation of Higher Education Provision 2025-26, Student Complaints Procedure, relevant Fee Policies, and any applicable validating university policies.
- 1.3 Italia Conti delivers its HE programmes under subcontractual arrangements with partner universities. For HE students registered with UEL, this Policy must be also read in conjunction with UEL's Tuition Fee Policy. For HE students registered with the University of Chichester, this Policy must also be read in conjunction with the University's Student Tuition and Accommodation Fees Policy.
- 1.4 This Policy additionally sets out how a student may raise a matter and make a request for a refund and/or compensation, for issues that do not fall within the scope of the Student Protection Plan.
- 1.5 Italia Conti is committed to meeting its contractual obligations, as set out in the relevant Terms & Conditions of Enrolment and published material information. We will always seek to act in students' best interests and to preserve continuation of study wherever reasonably possible. Where this cannot be achieved, or where it is otherwise appropriate, refunds, compensation and/or other remedies may be provided in accordance with this Policy, consumer law, the Terms and Conditions of Enrolment, and the principles set out by the Office for Students and the Office of the Independent Adjudicator.

2. Where any situation arises that triggers the Student Protection Plan or student protection arrangements or where other matters occur that may give rise to refunds, compensation or another remedy, Italia Conti will work with the relevant partner university, as applicable, to ensure that students receive clear information and fair outcomes. Where tuition fee refunds for subcontracted higher education programmes fall under the validating university's student contract or fee policy, those refunds will be determined and processed in accordance with the validating university's policies and contractual obligations. Italia Conti remains responsible for considering any remedy within its own remit, including services it delivers, charges it makes directly, and matters arising from its own action or inaction.

3. Definitions

3.1 Under this Policy, we use the following definitions:

3.1.2 **'Refund'** – the repayment, in full or in part, of a sum of money paid by a student, or an appropriate reduction in the amount owed in the future by a student to us. This could include tuition fees or other course costs.

3.1.3 **'Compensation'** – a means of redress for recognisable loss suffered by a student, that may or may not be financial (see 'Compensation', below, for further guidance). Where we deem financial compensation to be an appropriate recompense, this will normally take the form of an amount to recompense for a demonstrable material disadvantage to a student, including material disadvantage arising from a matter which triggers the Student Protection Plan.

4. Scope of this Policy

4.1 This Policy applies to the following types of events, where they affect continuation of study, delivery of contracted services, or the student's financial position:

- Closure of programme of study for strategic reasons, operational, financial or business reasons;
- Closure of a programme of study due to low student enrolment;

- Significant changes to programme content, delivery, mode of study, teaching location, facilities, qualification, fees or other material course information;
- Loss, suspension or withdrawal of validation, awarding body approval, regulatory status or another arrangement needed to deliver the qualification.
- Planned or unplanned closure of Italia Conti, or of a material part of its provision;
- Unavailability of a campus, building, specialist facility or material learning resource.
- Events outside Italia Conti's reasonable control which materially disrupt continuation of study.
- Loss, suspension or restriction of OfS registration (once successfully registered) where this affects students.

4.2 Where the Student Protection Plan is activated, in determining appropriate refund and compensation, we will consider all students affected by the material failure, without a student needing to apply for this, as part of the Student Protection Plan processes. (See also 'How to Make a Claim').

4.3 This Policy also sets out our policy on refunds and compensation for matters that fall outside the scope of the Student Protection Plan.

5. Applicability of this Policy by Programme Type

4.1. Italia Conti delivers a range of higher education and professional qualifications under different contractual and regulatory arrangements. In order to ensure transparency and clarity for students, this section explains how this Refunds and Compensation Policy applies depending on the type of programme on which a student is registered.

Subcontracted Higher Education Degrees

4.2. For higher education programmes delivered by Italia Conti under subcontractual arrangements with approved partner universities (currently the University of East London and the University of Chichester):

- The **partner university is the awarding body**;
- Tuition fees for these programmes are payable to the partner university, either directly by the student, by a sponsor, or via the Student Loans Company.
- The partner university's student contract and tuition fee policy will normally govern a student's entitlement to a tuition fee refund where tuition fees are payable to that university
- Italia Conti remains responsible for the services it delivers, any charges it makes directly, and any remedy within its own control.

Where a matter involves both Italia Conti and the partner university, Italia Conti will work with the partner university to support a fair and coordinated outcome. This may include:

- Identifying the affected students;
- Supporting communication with students;
- Assisting with teach-out, transfer or alternative study arrangements;
- Providing information needed by the partner university to determine tuition fee refunds;
- Considering compensation or other remedies within Italia Conti's remit.

Where tuition fees have been paid via the Student Loans Company, any refund of tuition fees will normally be made by the partner university directly to the Student Loans Company, in accordance with the university's policies and procedures.

Direct-fee Professional and Diploma Qualifications (Including Trinity Awards)

4.3. For professional qualifications, diplomas and other regulated awards delivered directly by Italia Conti (including Trinity Diploma qualifications), where tuition fees are paid directly to Italia Conti:

- Italia Conti is the **contracting provider** for the purposes of tuition fees, refunds and compensation.
- This Refunds and Compensation Policy applies **in full** to such programmes.
- Any refunds or compensation determined under this Policy will be administered directly by Italia Conti, in accordance with the applicable Terms and Conditions and relevant consumer law.

4.4. Students registered on non higher-education qualifications should note that while they are entitled to raise complaints under Italia Conti's Student Complaints Procedure, such programmes do not fall within the remit of the Office of the Independent Adjudicator for Higher Education (OIA). Further information on complaint escalation routes is provided in the Student Complaints Procedure.

4.5. Where a student is unsure which arrangements apply to their programme of study, they are encouraged to seek clarification from Italia Conti before submitting a request for a refund or compensation.

4.6. Where a student or applicant has paid Italia Conti directly for an ancillary service, facility, deposit, course-related fee or other charge linked to their study, any request for a refund or compensation relating to that direct charge will be considered under this Policy, unless a separate published policy or contract applies. Where a separate policy applies, this will be made clear to the student or applicant.

4.7. For higher education students, this includes, where applicable, sums paid directly to Italia Conti for extra-curricular courses and/or events, local charges, deposits, or other services and activities provided by Italia Conti. These arrangements should be read alongside the relevant Terms and Conditions of Enrolment.

6. Allied Policies and Contractual Documents

5.1 The following policies are allied to this policy:

- Student Complaints Procedure

5.2 The following contractual documents are allied to this policy:

- Student Terms and Conditions
- Fees Policies
- Course Summary Documents
- Offer Letters

6 General Principles of this Policy

6.1 With regard to refunds and compensation we will:

- take proactive steps wherever possible to manage matters that impact students as a result of triggering the Student Protection Plan, rather than wait for students to make a complaint;
- take into consideration any alternative arrangements or adjustments that have already been implemented for a student to mitigate against loss and consider whether the student has taken up what was reasonably offered. If so, we will consider if the student was then still disadvantaged in spite of such alternative arrangements;
- with regard to compensation, adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)¹¹, and seek to compensate students on a case-by-case basis (see 'Principles and Compensation' for further information). In doing so we will have due regard for our obligations under the Equality Act 2010;
- consider whether, in providing information about any changes so that students can make informed decisions, communication with them has been clear, consistent and accessible;
- where appropriate and proportionate, request reasonable documentary evidence to support a claim for a refund and/or compensation, taking account of the individual circumstances of the student and the nature of the claim being made;
- take account of events outside our reasonable control, as in the Students' Terms and Conditions, while ensuring that students' statutory rights under consumer law are not restricted or excluded.
- provide the student with a written outcome explaining the decision, the decision

¹ <https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/>

route used, the basis of any refund or compensation calculation, the evidence considered, any payment timescale, and the route for raising concerns, appealing where available, or making a complaint.

6.2 Where the Student Protection Plan is triggered entitling students to a refund, they may also be entitled to additional compensation, which will be determined on the facts of each case and on a case-by-case basis.

6.3 Where a student has made an informed voluntary decision to suspend, withdraw, or transfer studies, they may still be entitled to a fee refund but may not be entitled to compensation, as there has been no failure on our part to meet our obligations under the Terms and Conditions or Material Information.

Responsibilities and Decision Making

6.4 The Senior Leadership Team is responsible for executive oversight of this Policy within delegated authority, including cross-institution coordination, operational implementation, and escalation of material risks or precedents.

6.5 The Principal is the accountable lead for student-facing refund and compensation matters where these arise from student complaints, student protection arrangements, continuation of study, programme delivery, student experience, or contractual / material information issues.

6.6 The Director of Finance is responsible for financial assessment, fee adjustment, credit note approval, refund processing, payment controls, and financial records relating to refunds and compensation, in accordance with the Accountability Matrix and applicable financial controls.

6.7 The Head of Quality Assurance, or nominee, may coordinate the consideration of student-facing, quality assurance, complaints, student protection or partner-university aspects of a refund or compensation matter, but does not replace the decision-making authority set out in the relevant policy, Terms of Reference, Accountability Matrix or Scheme of Delegation.

6.8 Where a matter affects a cohort of students, creates a material financial risk, raises a precedent, involves a validating university, may affect continuation of study, or may require notification to the OfS once registered, it will be escalated to SLT and, where appropriate, to the Board of Directors.

6.9 Italia Conti will keep records of refund and compensation decisions, including the decision route used, the decision-maker, the reasons for the decision, the evidence considered, the basis of any calculation, the payment or remedy agreed, and any follow-up action or learning required.

7. Policy On Refunds

Discontinuation of a programme and refunds on fees

7.1. The Student Terms and Conditions include provisions relating to refunds on fees where we have made a decision to discontinue a programme of study. This covers both refunds on fees for students who are in receipt of a loan from the Student Loans Company, refunds for students who pay their own tuition fees, and refunds for students whose tuition fees are paid by a sponsor. Published Fees policies also contain relevant information on fee refund.

Refunds issued under the Student Protection Plan

7.2. In the event of a refund issued under the Student Protection Plan, money is returned to the account from which it was paid to us. This means that a student may not receive refunds directly: for example, where tuition fees have been paid by the Student Loans Company, a refund of those tuition fees would normally be paid by our validating university directly to the Student Loans Company.

Refunds issued under other circumstances

7.3. This policy also covers refunds that are not issued under the Student Protection Plan but as a result of other circumstances (e.g., as a full or partial settlement of a complaint under the Student Complaints Procedure, or in the event of a student being eligible for a refund after making an informed voluntary decision to suspend, withdraw or

transfer studies). In such circumstances, money will normally be returned to the account from which it was paid to us. This means that the student may not receive refunds directly: for example, where tuition fees have been paid by the Student Loans Company, a refund of those tuition fees would normally be paid directly to the Student Loans Company.

8. Important information regarding refunds

8.1 All refunds will be calculated in £ Sterling but may be refunded in the currency of the original payment.

8.2 We will not refund any shortfalls that are due to exchange rate fluctuations, nor will we offer compensation for any bank charges or other charges incurred.

8.3 No refunds will be made in cash, and no interest will be paid on returned deposits or overpayments.

8.4 Special conditions apply to the refund of payments made via Professional Career Development Loans due to the operating regulations of these funding schemes. It is a condition of our participation in these funding schemes that refunds are only processed in accordance with the relevant regulations.

Basis for Calculating Refunds

8.5 Where Italia Conti is responsible for determining a refund, the starting point will be the amount paid or owed for the relevant tuition, service, facility or course-related charge.

8.6 In calculating any refund for which Italia Conti is responsible, the Director of Finance will confirm the financial calculation, payment route and financial processing. The Principal, Head of Quality Assurance, Head of Student Services, or other relevant lead may provide information about the student impact, delivery issue, complaint outcome, student protection issue, or partner-university context.

8.7 Where continuation of study cannot be preserved, refunds will normally reflect the proportion of the course or service that has not been delivered, unless the circumstances require a different outcome under consumer law, the applicable Terms and Conditions, or a partner university's policy.

8.8 Where tuition fees are governed by a partner university's student contract or fee policy, that university's refund calculation will apply to those tuition fees. Italia Conti will support the student and the partner university with any information needed to reach a fair decision.

9. Timescales for refunds under the Student Protection Plan

Cancellation

9.1 A student has a statutory right to cancel their contract with Italia Conti without giving any reason. The cancellation period expires 14 days from the day the student accepts the offer of a place at Italia Conti.

9.2 To cancel, the student must tell the Admissions team using the contact details set out in the Terms and Conditions of Enrolment.

9.3 If a student cancels within the statutory period, Italia Conti will reimburse all payments it has received from the student under the contract, subject to any proportionate charge permitted where the student has asked Italia Conti to begin providing an extra-curricular activity during the cancellation period.

9.4 Refunds of HE tuition fees paid to the validating university will be handled by that university under its applicable policy.

9.5 In accordance with CMA² requirements partial or full refunds will be provided within 14 days from the date that we decide or agree that a refund is due. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.

9.6 Where the refund is processed by a partner university, Italia Conti will support the

university to process the refund in line with the applicable university timescale. Where the timing is outside Italia Conti's direct control, Italia Conti will keep the student informed and will record any actions taken to support resolution.

9.7 If it is impossible to repeat the service or if that has not been done within a reasonable time and without significant inconvenience to a student, under the Consumer Rights Act 2015 students have the right to a price reduction which may in some circumstances be the full amount of the price. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.

10. Refunds in the event of cancellation of the contract by a student (statutory rights)

10.1. Under the Student Terms and Conditions, students have the statutory right to cancel their registration with us without giving any reason, within the cancellation period i.e., 14 days from the date of our formal confirmation that they have been accepted onto a course. Where a student exercises this statutory right to cancel, we will refund any payments due to them within 14 days of their written notification of intent to cancel.

10.2. Further to the above, however, if a student requested to begin the performance of services, they shall pay us an amount which is in proportion to what has been performed until written notification is received from them communicating the student's cancellation of the contract, in comparison with the full coverage of the contract.

11. Timescales for refunds not issued under the Student Protection Plan

11.1 In accordance with CMA requirements³ where a student makes an informed voluntary decision to suspend, withdraw or transfer studies, in the event that they are entitled to a partial or full refund, the refund will be provided within 14 days of the date that we determine or agree that a refund is due. The date of determination/agreement will be recorded as the date on the written notification of the decision that we send to the student.

11.2Where a refund has been determined as part or all of a remedy under the Student Complaints Procedure, any undisputed amount will normally be paid within 21 days of the date of the Stage 2 Complaint Outcome letter, subject to any validating university process where applicable. If an appeal is submitted and the appeal may affect entitlement to, or the amount of, the refund, the disputed element may be held until Stage 3 of the Procedure has been concluded. The decision-maker and payment route will be confirmed to the student in writing.

POLICY ON COMPENSATION

12. Our approach to compensation

12.1Where a student is seeking compensation, this may not necessarily mean financial compensation in all instances. There are various ways in which we might resolve problems, and where it is appropriate and reasonable to offer alternatives to financial compensation, these will be considered.

12.2Remedies may include financial or non-financial outcomes, including an apology, explanation, correction, alternative provision, rescheduling, transfer support, credit, refund, compensation, or another proportionate action.

12.3Our approach to compensation is to recognise where compensation is due and to determine the most appropriate compensation. Where Italia Conti fails to comply with its contractual obligations, including under the Student Protection Plan where applicable, we will take appropriate steps to remedy any foreseeable loss or disadvantage suffered by a student, in line with consumer law and this Policy. We will not exclude or restrict liability where doing so would be unlawful, and any consideration of events outside our reasonable control will be assessed fairly and on a case-by-case basis.

12.4We will financially compensate a student where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by the student to us is required under consumer law.

13. Compensation under the Student Protection Plan

As set out in the Student Protection Plan, alternatives to financial compensation may include:

- teaching out
- offering an alternative programme, or
- transfer of study

14.Compensation for matters that do not fall under the Student Protection Plan

14.1We recognise that there may be other circumstances that do not trigger the Student Protection Plan where it may be appropriate to compensate a student, such as in the event of a complaint being upheld where the complaint handler is satisfied that compensation may be an appropriate remedy.

14.2This may not necessarily mean financial compensation; for example, an apology, or other action that appropriately redresses the matter may be deemed by us to be sufficient compensation. In such circumstances, as stated above, we will financially compensate students where other remedies and alternative arrangements are inappropriate or unavailable following appropriate consideration under the principles outlined below.

15.Compensation: Principles and Consideration

15.1. In all circumstances where we are considering a claim or case for compensation, including where the Student Protection Plan has been triggered and financial compensation is deemed by us to be an appropriate means of redress, it is our policy to adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)², and seek to compensate students on a case-by-case basis. In line with the OIA's principles we may take into account:

² 4 Please see <https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/>

- The particular circumstances of the matter;
- The context in which the loss arises;
- The nature and reasonableness of any loss incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with a student's transfer to another programme of study or provider);
- Any reasonable steps which have or have not already been taken by a student and/or us to minimise financial loss or the impact of the issues that have either triggered the Student Protection Plan;
- Prior awards of compensation by us;
- Whether such issues are solely our preserve, or whether the student has contributed to such issues;
- Whether a student has unreasonably refused or rejected an offer of compensation (including alternatives to financial compensation) that was available or has previously been offered by us;

15.2. In deciding whether financial compensation is appropriate, and in calculating any amount, Italia Conti will consider:

- Whether any delays in resolving such issues have been caused solely by us or may have been partly caused by the student;
- What went wrong and whether Italia Conti was responsible;
- The impact on the student, including any financial loss, lost opportunity, distress or inconvenience;
- Whether the student has been able to continue and complete their studies;
- Whether alternative arrangements or other remedies have already addressed the impact;
- Whether the loss was reasonably foreseeable and evidenced;
- Whether reasonable adjustments or individual circumstances should be taken into account;
- What outcome would be fair, proportionate and consistent with OIA principles.

15.3 The decision-maker for compensation will be determined by the route through which the matter is being considered, for example the Student Complaints

Procedure, Student Protection Plan arrangements, SLT decision, or another applicable policy. Financial processing will be confirmed by the Director of Finance or nominee.

16. Compensation for associated costs

16.1 A student may raise a request for associated costs where these have not already been compensated by us either under the Student Protection Plan or in resolution of other matters. Financial compensation for associated costs might include:

- Payment of additional travel costs if a student is affected by a change in the location of their course;
- Honouring a bursary;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study (including where study has been extended as a result of the Student Protection Plan being activated);
- Compensation for tuition and maintenance costs where a student has to transfer courses or provider.

17. In scenarios not covered in the bullet points above, living expenses will not normally be compensated because whether a student was studying or not, they would have to pay for general living expenses such as food and accommodation.

Compensation and off-setting debts owed by the student to Italia Conti

17.1 In some cases, a student may owe tuition or other course-related fees or may have some other outstanding liability to us. Where records show that tuition/course-related fees are owing by a student, then the outstanding fees will normally be deducted from any compensation that we have determined the student should receive, unless we consider that the circumstances of the case mean that an alternative outcome is more appropriate.

17.2 Before any deduction is made, Italia Conti will notify the student of the debt relied on, the amount proposed to be deducted, and the reason for the deduction. Italia Conti will not normally offset disputed sums, sums owed to or by a third party such as the Student Loans Company or a validating university or amounts where doing so would be

inconsistent with consumer law, a complaint outcome, or another formal decision.

18. Complaints about refunds and compensation, and recourse to the Office of the Independent Adjudicator (OIA³)

18.1. Where a student raises a concern relating to a refund or compensation matter that has already been subject to appropriate consideration, Italia Conti will ensure that the student is directed to the correct stage of the Student Complaints Procedure in a fair and transparent manner. Where appropriate, and following reasonable investigation, a Completion of Procedures letter may be issued. Students may also ask Italia Conti to confirm whether the internal process has concluded and whether a Completion of Procedures letter can be issued.

19. Compensation and legal fees

19.1. Because students can use the Student Complaints Procedure and, where eligible, the Office of the Independent Adjudicator Complaints Scheme, free of charge, Italia Conti will not normally contribute to any legal costs associated with bringing a complaint. Italia Conti may consider such costs only where required by law, agreed in writing, or where the circumstances make this fair and proportionate.

ENTITLEMENT TO REFUNDS AND/OR COMPENSATION

20. Successful applicants holding an offer to study at Italia Conti

20.1. Where an offer holder has already made arrangements to take up the place but then decides not to take up the place as a result of an event which triggers the Student Protection Plan, they may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where applicants may be eligible for refund and/or compensation under this Policy.

^{3 3 5} <https://www.oiahe.org.uk/students/>

21. Registered students

21.1 Where an event triggers the Student Protection Plan, a registered student on a programme of higher education with us may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where a student may be eligible for refund and/or compensation under this Policy.

21.2 A student may be entitled to a refund and/or compensation if:

- There is a breach of contract (the 'Terms and Conditions') on our part;
- Where the Terms and Conditions/material information has been breached as a result of a failure or inaction on our part;
- If a student is suspended from their studies, or required to withdraw from their studies as a result of a process (e.g., Support Through Studies), refunds will be considered as part of the process;
- If a student is suspended/expelled under the Disciplinary procedure they will not normally be entitled to any refund or compensation for loss incurred as a result of that suspension/expulsion. However, a student may be entitled to a refund/compensation for any unreasonable delay in relevant proceedings. When concluding such cases, we will consider whether the student is entitled to any refund/compensation.

21.3 Statutory cancellation requests should be made to the Admissions team using the contact details set out in the Terms and Conditions of Enrolment. Refund or compensation concerns that arise outside statutory cancellation should be raised through the contact route published in the Student Complaints Procedure or other relevant student-facing procedure.

HOW TO MAKE A CLAIM (Requests refunds/compensation)

22. Requests for refunds/compensation where the Student Protection Plan has been triggered

- Where we identify that the Student Protection Plan has been triggered, we will seek to provide redress or remedy in the first instance without necessitating a student to make a claim. Where we have taken action under the Student Protection Plan to provide refunds and/or compensation, a student can raise any issues or concerns regarding our actions in the first instance by emailing SpeakUp@italiaconti.co.uk which may as necessary be considered as the informal stage of the Student Complaints Procedure.
- Notwithstanding that we will take proactive action without requiring students to lodge a formal complaint, if a student wishes to make a request for a refund or compensation under the Student Protection Plan they may do so by contacting us at SpeakUp@italiaconti.co.uk[mailto:](#)
- Where a student wishes to make a request for a refund or for compensation by raising an issue of complaint that does not fall within the scope of the Student Protection Plan, the Student Complaints Procedure should be used, unless such a request has already been considered under another of our policies.
- We may require students to provide documentary evidence to support a claim for a refund and/or compensation. Documentary evidence will normally be required where we require a student to provide demonstrable proof of loss incurred as a result of our action or inaction.
- Students do not have to take separate action to request a refund or compensation under this Policy where this has already been a part of other discussions under other policies, such as part of a resolution/remedy under the Student Complaints Procedure.

23. Third party claims made on behalf of a student

23.1 Italia Conti recognises that some students may wish to be supported by a third party, such as a parent, guardian or representative. We will consider third party requests where written authorisation is provided by the student, confirming both the authority of the third party to act on their behalf and consent for the processing of relevant personal data, in

accordance with data protection legislation. This does not prevent a student from receiving support when preparing or pursuing a claim, provided the student remains the person authorising the request unless they have given written authority for a third party to act on their behalf.

23.2 Where the request involves special category data, safeguarding information, health information or other sensitive personal data, Italia Conti may seek advice from the Data Protection Officer before sharing information with, or accepting instructions from, a third party.

24. Complaints about refunds or compensation

24.1 Where a student wishes to raise a complaint about a refund and/or compensation decision made under this policy or another policy, they should use the Student Complaints Procedure. Where the internal process has concluded, Italia Conti will issue a Completion of Procedures letter where required. Eligible higher education students may then refer the matter to the OIA within 12 months of the Completion of Procedures letter.