# Allocation Rules 2019-2020

With explanations and examples

Icelandic Student Loan Fund (LÍN) 2019

# Section I. Courses of Study Which Qualify for Loans

### 1.1 General

The Fund grants student loans for higher educational courses at recognized educational institutions which provide higher education leading to university (third-level) degrees. The Fund may grant student loans for special studies.

Courses of study qualify for loans if they are organised as full-time studies in the syllabus of an educational institution, 60 ECTS units of study ('ECTS' stands for 'European Credit Transfer and Accumulation System') in each academic year or at least 30 ECTS units each semester in cases where the course structure does not cover a complete academic year. Registration at an institution is the criterion for whether or not the student is pursuing a course of study which qualifies for a loan.

Loans may be granted to cover tuition fees for courses (not including maintenance) that are not organised as 60 ECTS units during the academic year (*cf.* the second paragraph of this Article). However, such courses must be organised as at least 45 ECTS units of study in each year of study, i.e. 75% of full studies (*cf.* Article 2.1).

Loans are not granted for studies that form part of paid employment under an employment contract. This applies, for example, to paid postgraduate studies by physicians.

Loans are not offered for preparatory studies or for studies which are further to a doctorate degree or a comparable qualification.

If the student has fully utilised his or her entitlement to receive loans for a particular course of study or a particular level of the educational system (*cf.* Article 2.1), then further studies in the relevant course or level shall not qualify for loans.

A condition for receiving a loan from the Fund is that the applicant is financially competent or will be during the semester for which the loan is sought.

# 1.1.1 Icelandic students' entitlements

Icelandic citizens are entitled to student loans if they meet one of the following conditions (*cf.* Article 3 of the Regulation No. 478/2011):

- 1. They must have been continuously resident in Iceland for five continuous years preceding the application date.
- 2. They must have pursued paid employment in Iceland
  - a. for the last 12 months preceding the date of application, and shall have been continuously resident in Iceland over the same period, or
  - b. shall have worked for less than 12 months but been resident in Iceland for a total of two years over a period of five continuous years.
- 3. In cases where the applicant has not pursued paid employment continuously during the 12 months preceding the date of application, applications may nevertheless be accepted in certain circumstances which are defined in Article 3 of the Regulation No. 478/2011.

Furthermore, the board of the fund may, in special cases, accept an applicant's strong connections with Iceland as equivalent to having met the above conditions.

# 1.1.2 Rights of Nordic students

Students from the Nordic countries, who are domiciled in Iceland and pursuing curricula in Iceland qualifying for loans, have the right to study assistance on the same basis as Icelandic students, provided they do not receive study assistance from their home countries, cf. the current agreement between the Nordic countries on these matters.

**1.1.3 Rights of EEA citizens who are wage-earners/self-employed and of their family members** Students who are wage-earners/self-employed or have this status in accordance with the rules of EEA law and are citizens of states in the European Economic Area, and their families and others who are supported by them, are entitled to student loans in accordance with the conditions of Article 4 of the Regulation No. 478/2011.

# 1.1.4 Rights of EEA citizens other than those specified in Article 1.1.3

Students who are citizens of states in the European Economic Area, other than those specified in Article 1.1.3, are entitled to student loans in accordance with the conditions of Article 5 of the Regulation No. 478/2011.

# 1.1.5 Rights of other foreign students

A foreign citizen acquires the right to loans on the same basis as Icelandic students in the semester in which it is agreed to grant them Icelandic citizenship.

A foreign citizen, other than a citizen of a Member State of the European Economic Area (EEA), can apply for loans for studies pursued in Iceland or in the other Nordic countries if he or she meets both of the following conditions:

- 1. is married to an Icelandic citizen meeting the conditions in Article 1.1.1 and
- 2. has been legally domiciled in Iceland for at least two of the five years preceding the commencement of studies.

Individuals who have been given international protection or permit to stay for humanitarian reasons shall have a right to student loans according to the law on the Icelandic Student Loan Fund and with the proviso that they have arrived in the country and a confirmation from the Directorate of Immigration that the individual in question has been awarded the status of a refugee or has a residence permit for humanitarian reasons according to the Law on Foreigners.

# 1.2 Courses of Study in Iceland Which Qualify for Loans

# 1.2.1 University Courses

University courses and other courses which make demands regarding preparatory study comparable to those made regarding university studies, qualify for loans. Courses at university level at the following institutions qualify for loans:

University of Iceland University of Akureyri Bifröst University University of Hólar Reykjavík University Icelandic College of Agriculture Iceland Academy of the Arts

# 1.2.2 Special Studies in Iceland

Courses of special study in Iceland that qualify for loans include those that confer the legally protected right to engage in an industrial trade, and other upper-secondary level vocational courses of at least one

year's duration that have been approved by the Ministry of Education, Science and Culture under the Upper Secondary Schools Act, No. 92/2008, that also meet the following conditions:

- 1. the course must have been approved by the relevant professional council,
- 2. students on the course do not receive wages for it under a collective agreement over and above the level of basic support in Iceland (*cf.* Articles 3.1.1 and 3.2),
- 3. the conclusion of the course is on the third qualification level, and
- 4. comparable courses of study are not generally on offer at university level in Iceland.

Courses of studies in comprehensive schools, upper secondary grammar schools and other schools offering courses that are preparation for a matriculation examination, or another comparable examination, are not eligible for loans under this article.

# 1.3 Courses of Study Abroad Which Qualify for Loans.

# 1.3.1 University Courses

Loans are granted for higher education at internationally recognised universities (third-level institutions) abroad which make demands of the students comparable to those made regarding university studies in Iceland (see, however, Article 4.5 regarding loans for tuition fees).

# 1.3.2 Special Studies

Loans may be granted for special studies abroad. The prerequisites for loan eligibility are that the educational authorities in the country recognize the educational institution, that the course is structured as at least a one-year programme of studies, and that the board of the Fund deems it sufficiently substantial, in terms of its nature, structure, admission requirements and the professional rights it confers. Before a decision is made on the eligibility of the course of study and/or school, the applicant must provide detailed information on the programme's structure, including the number of ECTS units (or their equivalent) and the length of the programme. The same demands are made regarding specialised studies abroad qualifying for loans as for specialised studies in Iceland, including the requirement that no comparable course of studies at university level in Iceland is available. Loans are not made for vocational studies for which the student receives wages under a collective agreement over and above the level of basic support in Iceland as defined in Articles 3.1.2 and 3.2.

# 1.3.3 Language Courses as Preparatory Studies

Loans may be granted for language courses if these constitute necessary preparation for studies that qualify for loans in a country where a language other than English or a Nordic language (except Finnish) is spoken.

Preparatory language courses may be regarded as studies at the Master's or doctoral level (*cf.* Article 2.3.2 and 2.3.3) if the student has completed undergraduate studies and intends to pursue a Master's degree or doctoral studies in the same subject.

If the student has previously received a loan to study the language in question, then no loan shall be granted for preparatory language studies.

The maximum number of units for which loans are granted in accordance with this Article depends on the language involved, ranging from 30 to 90 ECTS units. Further details are to be found in Appendix III.

If, on completion of language studies, a loan recipient changes the country where he pursues studies, he shall be denied assistance (a student loan for costs of living/school fees) for the same period he received assistance in that course of studies. If an assessment of the student's language studies shortens his new course of studies, the assessment will reduce the student's period of ineligibility for assistance.

The eligibility for a loan in preparatory language studies depends on whether it is a case of organised study which can be regarded as sufficient in terms of its nature and substance as determined by the board of the Fund (at least 15 hours of study per week). A loan for preparatory language studies is only awarded once.

Confirmation of admission to studies in a subject qualifying for a loan in the same country must be submitted before loans for preparatory language studies are fully processed.

# 1.4 Information about Curricula Qualifying for Loans

The Fund's homepage provides instructive information on educational institutions and curricula for which loans have been granted. If an application is submitted for a loan for studies at educational institutions, or courses of study, for which loans have not been granted before, it must be discussed by the board of the Fund. In such cases, the student must provide detailed information on the educational institution and the course.

The Fund may at any time reconsider whether educational institutions and curricula qualify for loans from the Fund. The Fund may also request new documents confirming that a school or curriculum meets the Fund's requirements for loan-qualified curricula, whether Icelandic or foreign schools are involved. Even if the Fund rated an educational institution or curriculum as qualified for loans in the past, this is not a promise or guarantee that this will be so in the future.

# **Section II. Academic Progress**

### 2.1 General

Generally, a student is considered as being in full-time studies if he completes 60 ECTS units, or the equivalent, in an academic year in one programme of study. If the student changes to a new educational institution, a new subject of study or a new academic degree, this shall constitute a new study programme.

Loans are granted for a maximum of 30 ECTS units in each semester, or 20 ECTS units in each quarter. Loans are granted for a maximum of 20 ECTS units during the summer semester. At no time are loans granted for more than 80 ECTS units during each year of study. A cost-of-living loan for 80 ECTS units is based on a student's cost of living for 12 months per year.

The total number of ECTS units for which loans are granted in individual courses of study shall take account of the structure of the academic institution approved by the board of the Fund. Only courses which lead to a final examination are taken into account; units assessed from previous studies are not counted as part of academic progress.

# **2.1.1 Summer**

Studies during the summer semester shall be considered as part of the previous academic year. Students must complete a minimum of 15 ECTS units in a summer semester in order to qualify for summer loans. At no time shall loans be granted for more than 20 ECTS units during the summer semester and a total of 80 ECTS units during each year of study. Special applications must be submitted for summer loans.

# 2.2 Units (Credits) Qualifying for Loans

To be entitled to a loan for studies, a student must be registered for at least 22 ECTS units through the end of each semester and complete at least 22 ECTS units or their equivalent each semester, or the corresponding proportion per term in educational institutions operating on a quarterly (trimestral) basis, in a single programme of study. Loans may only be granted for studies in two or more programmes of study during the same semester if the student is completing an undergraduate university course and has received permission from the university to begin master's studies in the same subject, The same shall apply if a student is required by the educational institution to take additional courses in an undergraduate curriculum qualifying for a loan in parallel with a Master's curriculum. This authorisation shall be subject to the condition that the student has not already fully utilised his allowance to utilise loans in accordance with Article 2.3.

A student who completes 22-30 ECTS units in a semester shall be entitled to a loan for the completed units (i.e., up to 30 ECTS units).

Loans are granted only once in respect of each completed unit, except in studies where student number restrictions (*numerus clausus*) are in force (*cf.* Article 2.4.1).

If a student's right to loans at a specified curriculum level is below the minimum requirements for academic progress, the student may be granted a loan equalling his/her remaining unit rights, provided that the student completes at least 22 ECTS units per semester or the corresponding proportion in trimestral schools in one curriculum.

# 2.3 Right to Loans

Students may receive loans for a total of up to 480 ECTS units, subject to the restrictions resulting from the division of their loan entitlements between levels of study. Further details of the division of loan entitlements between levels of study are given in Articles 2.3.1 - 2.3.5.

# 2.3.1 Basic (undergraduate) studies

Students are entitled to receive loans for 180 ECTS units of basic study. 'Basic study' here refers to special studies and undergraduate (first degree) studies.

### 2.3.2 Master's studies

Students are entitled to loans for 120 ECTS units of master's studies, or comparable studies following the completion of three years' university studies according to the structure of an educational institution approved by the board of the Fund. In US universities, however, this shall apply to studies in excess of four years. Additional employment-related university studies lasting up to one year, which do not end with a higher degree, may be considered as studies at master's level.

# 2.3.3 Doctoral studies

Students are entitled to loans for 60 ECTS units of doctorate studies.

### 2.3.4 Common latitude

In addition, each student shall be entitled to a loan for an additional 120 ECTS units, at the undergraduate, master's or doctorate level, at his own choice.

# 2.3.5 Scope of older rules

A student shall enjoy the right on the length of his curriculum (in accordance with Section 2.3) under the rules in force when he started the curriculum. A student's curriculum is deemed to start when the student achieves the minimal results for the curriculum and has an application at the Fund during the same academic year. This authorisation is cancelled if the student starts a new curriculum or takes a break from studies for longer than one year. A new curriculum starts if a student changes schools, major or degree.

# 2.4 Additional Leeway in Studies

Students not fulfilling the Fund's conditions on minimum academic performance per semester or trimester (cf. Article 2.2) may apply for exemption due to circumstances listed in Articles 2.4.1 – 2.4.7. In those instances where approval is given for exemptions, on bases of Articles 2.4.1-2.4.6, entitlement to loans shall be based on the minimum number of units, i.e. 22 ECTS units per semester at educational institutions using a semester structure or 15 ECTS units at institutions based on a quarterly (four-term) structure. The loan units that a student receives because of additional leeway in studies are deducted from the student's unit rights, cf. Art. 2.3.

Where, in this Section, provision is made for demanding the medical certificates, the Fund reserves the right to seek information from the Fund's consulting physician obtain information from the medical practitioners concerned regarding medical certificates submitted and to comment on their contents. If such information is not given, the Fund may take the view that a satisfactory application for additional latitude in studies has not been submitted.

# 2.4.1 General

A student who completes more than 30 ECTS units in a semester shall be entitled to utilise the extra units in another semester in the same year of study providing that he fulfils the minimum requirements regarding achievement during that semester (*cf.* Article 2.2) or to transfer them to later years of study in

the same study programme. If the student changes to a new educational institution, a new subject of study or a new academic degree, this shall constitute a new study programme.

At the end of the academic year (the autumn or spring semester or the fall, winter or spring trimester, as appropriate), the student's academic achievement shall be updated. In instances where a student does not achieve the minimal achievement in each semester or trimester, the overall academic achievement for the school year may be taken into account and loans granted for individual semesters/trimesters, in accordance with accrued units if all of the following conditions are met:

- 1. The student applied for loans for all semesters or trimesters of the school year.
- 2. The combined academic achievement for the school year is at least 44 ECTS units in semestral schools or the corresponding proportion in trimestral schools.
- 3. The student was registered for a curriculum of at least 22 ECTS units each semester or the corresponding proportion in trimestral schools to the end of the term.

Loans are never granted in an amount exceeding 30 ECTS units in a single semester or 20 ECTS units in trimestral schools.

If the student loses his right to units that he has previously earned, and received a loan to complete, he shall be considered as owing the number of units to which he has lost the right, and this debt shall be deducted from the units that he completes before his loan entitlement is assessed. However, unit debts that are more than ten years old shall not be counted. This applies, for example, when the student is obliged to repeat a course because of student number restrictions (*numerus clausus*) that are laid down in the regulations of the educational institution or because the student takes a too long break from his studies according to the rules of the school. However, a student who has achieved satisfactory results in the first semester, and has not made further academic progress solely because of the rules on student number restrictions, may be granted a loan to repeat the semester once.

If a student has received a loan for an exchange course abroad (e.g. Erasmus or Nordplus) and the credits in the exchange course are not utilised in full towards a final examination, then during the final semester of studies an exemption may be granted from Article 2.1 and a loan may be approved for the additional credits over and above the maximum number of credits for the course according to the structure of the academic institution. This exemption allows granting a loan for 22 ECTS units per semester in semestral schools and 15 ECTS units per term in trimestral schools if the student completes at least the minimal number of units.

# 2.4.2 Assessment of Diligence

A loan may be made on submission of a statement of the student's diligence in cases where the student takes examinations only once a year or at longer intervals. In such cases, loans are then made in accordance with academic results if academic progress is assessed in the statement. Loans may be granted for 30 ECTS credits if it is stated clearly in the assessment that the student has been engaged in full-time studies. Loans shall be reviewed when the results for the year of study are available. If it is then found that academic progress during the year of study was not satisfactory, the support loan for the spring semester will not be disbursed and loans granted in advance for tuition fees for the spring semester shall then be recalled as having been disbursed in excess of the correct amount (*cf.* Article 5.7).

If the student is completing studies, final disbursement of loans for the year of study may **not** take place until confirmation of completion of studies has been received.

### **2.4.3 Illness**

The condition for qualifying for additional latitude in accordance with this Article is that the student shall previously have attained satisfactory achievement in a course of study eligible for a loan, or that he attains satisfactory achievement in the semester following the period in which he requires latitude.

When progress of studies is assessed, consideration may be given to situations in which the student falls seriously ill during the study period. In such cases, up to 6 ECTS credits (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis) may be added to the credits he has completed, so that his loan entitlement is based on the minimal number of units (cf. Article 2.4). If the student falls ill in the latter half of a semester, or during examinations, up to 22 ECTS units (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis) may be added to the units he has completed, so that his loan entitlement will be based on the minimum number of units (cf. Article 2.4). In cases where the student is obliged to discontinue studies due to illness, a loan may be granted for the proportion of the time during which he did pursue studies, this being confirmed by the authorities of the educational institution, up to a maximum of 22 ECTS units (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis). In cases where the student has paid fees for the period, and receives no reimbursement from the institution (this being attested by the institution in question), he shall not be required to reimburse the loan for the fee to the institution as he would be in the case of an excessive loan disbursement. Generally, the maximum latitude permitted shall not be increased because of this.

The exceptions provided for here may also apply if serious illness affecting the student's spouse, child or parent has necessitated hospitalisation or comparable care, so substantially disrupting the student's personal circumstances.

The condition for this concession shall be that the student submit a medical certificate stating clearly when he consulted the doctor and for what period he was incapacitated, due to illness, in the opinion of the doctor, from pursuing studies. The condition for granting exemption due to illness of the student's spouse, child or parent shall be that a medical certificate be submitted stating when the a doctor was consulted, confirming that a substantial case of illness was involved and stating when care was required. Similarly, a death in the student's immediate family may be taken into account when assessing academic achievement. 'Immediate family' for this purpose shall be considered as covering, e.g., the student's spouse, children and parents and the student's siblings and their children.

A student who has received exemption due to illness but achieves fewer than 16 ECTS credits (in the case of educational institutions operating on a semestral basis, or a corresponding proportion in those operating on a trimestral basis shall not be entitled to have illness taken into consideration again until he has made up the amount by which his achievement fell short this sum, so completing the aforementioned 16 ECTS units (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis).

### 2.4.4 Childbirth

The general condition for a student's entitlement to additional latitude under this Article is that he/she achieved satisfactory results in a loan-qualified curriculum in one term the last 12 months before needing such leeway, or that he/she achieve satisfactory results in the term following this.

If a student has a baby during the period of study, up to 16 ECTS credits (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis) may be added to the number of units completed when the loan is calculated,

the student's loan entitlement then being based on the minimum number of units (*cf.* Article 2.4). The maximum amount of latitude shall not be increased for this reason. However, the mother may be entitled to additional latitude of up to 3 months prior to the birth of the child due to illness during pregnancy. Birth certificates/medical certificates shall be submitted in such cases. A student may utilise this leeway until the child reaches the age of 12 months.

A condition for this concession is that the student has custody of the child and that the child is legally domiciled with him or her, or demonstrably lives with him or her during the period of study. However, the combined additional latitude enjoyed by both parents in connection with childbirth shall not exceed 16 ECTS credits for educational institutions operating on a semestral basis or a corresponding proportion for those operating on a trimestral basis.

# 2.4.5 Disability

If, due to a disability, a student is unable to attain minimum academic achievement (*cf.* Article 2.2), up to 13 ECTS units (in the case of educational institutions operating on a semester basis, and a corresponding proportion in those operating on a quarterly (four-term) basis) may be added to the units he has completed, his loan entitlement then being based on the minimum number of units (*cf.* Article 2.4).

The condition for the concession provided for under this Article is that an assessment by a physician shall have been submitted stating that the disability rating of the student concerned is at least 75%. A special application must be submitted to the board of the Fund for the aforementioned concession. The application must be accompanied by a medical certificate.

# 2.4.6 Dyslexia and other specific learning difficulties

If due to dyslexia or other specific learning difficulties a student is not able to complete the minimum academic requirement (*cf.* Article 2.2), up to 13 ECTS units for educational institutions operating on a semestral basis, or a corresponding proportion for those operating on a trimestral basis, may be added to the units completed, his or her loan entitlement then being based on the minimum number of units (*cf.* Article 2.4).

The condition for the concession provided for under this Article is that an assessment by a physician shall have been submitted confirming that the student is unable to achieve the minimum academic requirement due to dyslexia or other specific learning difficulties, taking into account the latitude allowed by the educational institution for the student in question to pursue studies, methods of taking examinations, etc. A certificate to the same effect from the educational institution shall also be submitted. Special application for the aforementioned exemption must be made to the Board of the Fund.

# **2.4.7** Numbers of units completed under special circumstances and at the end of studies Students who are only able to pursue studies in units of 10 or 20 ECTS credits during a specific term may receive loans in direct proportion to the number of units they complete, providing that they complete not less than 20 ECTS credits. The condition for this exception shall be that the student is registered in a full-time programme of studies (30 ECTS units) until the end of the term.

Students having less than the equivalent of 22 ECTS units of a semester in the last semester of studies may obtain loans in direct proportion to the amount they have yet to complete, provided that the units submitted are not **less** than 12 ECTS units.

Students **unable** to complete 22 ECTS units per semester because of a school's organisation or because of achievement in previous studies can obtain loans in direct proportion to number of units completed,

provided they complete all of the units offered, and the number of units submitted is not less than 15 ECTS units.

# **Section III – Basic Support and Income**

# 3.1 Basic Support

# 3.1.1 Basic Support in Iceland

Basic support during periods of study during the academic year shall be based on the student being in full-time studies (60 ECTS credits during the academic year), and is set forth in Appendix I.

# 3.1.2 Basic Support Abroad

The level of basic support abroad during periods of study during the academic year varies according to the country and city where the educational institution is located in accordance with the decision set forth in Appendix II and is based on the student being in full-time studies (60 ECTS credits during the academic year).

# 3.1.3 Exchange Student Support

Exchange students can request that their basic support is based on the support necessary in the country in which the studies are pursued and the calculation of support in a new country shall be based on the rate of foreign exchange on 1 April 2019. This rule do **not** apply to Erasmus- and Nordplus-grantees and other exchange students who are awarded similar grants during the exchange studies.

# 3.1.4 Support for Students in Distance-Learning Programmes

Basic support for students in distance-learning programmes shall be based on basic support costs in Iceland. The same shall apply regarding additional loans to cover housing costs (see Article 4.2).

# 3.2 Student Support

In addition to basic support, the factors in Articles 4.2 - 4.6 have an effect on the rate of student support. Dependent children aged younger than 18 years who are supported by the student are taken into account. Loans under Articles 4.7 - 4.9 are additional to loans for student support. Consequently, income may cause a reduction of these loans in accordance with the provisions of Article 3.3.

### 3.3 Income

### **3.3.1** Income

The income of a student or spouse (if an application is made for a spousal loan) in the year 2019 as they are defined by the Board of the Fund, may affect the assistance granted during the school year. If a student pursues studies abroad, his income is calculated on the basis of the currency of his country of study as of 1 April 2019.

Forty-five per cent of the student's income in 2019 over ISK 1,330,000 shall be deducted from the student loan. In cases where loans are granted for spouses, 45% of the joint income of the couple or individuals in a registered civil union in 2019 over ISK 1,995,000 shall be deducted from the student loan. Deductions made in respect of earnings shall normally be spread evenly over 60 ECTS credits.

# 3.3.2 Resumption of studies after a break

The maximum permitted income limit may be tripled for a student returning from employment, see atricle 3.3.1, if it has been confirmed that he/she has not undertaken any studies in the last 6 months. LÍN reserve the right to request documentation to confirm this.

# 3.3.3 Income Estimate – Tax Returns

Before a loan is granted for study during the autumn semester, the student shall submit information on his estimated income during the year 2019.

Before a loan is granted for study during the spring semester, confirmed tax-return information regarding the student's income during 2019 shall have been submitted to the Fund.

# 3.3.4 Final Adjustment According to Income

A final adjustment shall take place after the tax authorities have assessed tax. If a loan recipient's income is estimated at that time, the Fund shall determine the amount of the student loan he is to receive in accordance with the estimate. This decision shall be final unless the loan recipient raises an objection against it within 30 days of being informed of the decision. It may then be reviewed, taking account of new income data that has been confirmed by the tax authorities.

# 3.3.5 Unsatisfactory Income Estimates

The Board of the Fund may amend an unsatisfactory income estimate.

# 3.4 What is Considered Income?

# **3.4.1 Income during 2019**

All income forming the tax base for the year 2019 shall be regarded as income for the purpose of calculating loans under Article 3.3.

# 3.4.2 Student Grants, Bursaries, etc.

Taxable student grants, research grants and payments for teaching, e.g., teaching assistantships and "utbildningsbidrag", shall be considered income (*cf.* Article 4.5).

# 3.4.3 Special Student Grants

Grants made by Nordplus and Erasmus and other comparable student exchange organisations are not deducted from a student loan, cf. Article 3.3.1.

# 3.4.4 Deductions from Income

The following is deducted from income:

- a) university (college, etc.) fees for which the students do not receive a loan because they have exhausted their entitlement under Article 4.5 and
- b) fixed repayments of student loans which fall due and are paid during the loan period.

# 3.5 Obligations of Students and their Spouses to Declare Their Incomes

By signing an application, the student and his spouse grant the Fund an authorization to examine their tax returns during the period in which loans are granted or repaid. Information regarding income shall be given in response to requests from the Fund.

# Section IV – Loan Categories

### 4.1. General Premises

Loans generally take account of students' personal circumstances, family size and place of residence as recorded in the National Register on 1 September each year. If changes occur in their personal circumstances during the academic year after 1 September, these are nevertheless taken into account when loans are determined under Articles 4.2 – 4.4 and 4.9, resulting in an increase or reduction of that item, as appropriate.

# 4.2 Loans Taking Account of Housing/Accommodation

Students who meet the Fund's requirements for receiving support grants are entitled to loans covering basic support under Article 3.1. Students may also qualify for additional loans to cover accommodation costs if they live in rented accommodation or their own accommodation. A student applying for such an additional loan shall demonstrate the payment of normal rent by submitting a copy of a payment slip to the tax authorities or demonstrate ownership of an apartment by means of a certificate from the copy of confirmation from the Land Registry of Iceland or a certificate of registration of ownership.

Students who do live neither in rented accommodation nor their own accommodation shall **not** be entitled to an additional loan to cover housing costs as provided for in Articles 4.2.1 - 4.2.3.

The amount of the additional loan to cover accommodation costs shall take account of the student's family circumstances, i.e. his or her marital status and the number of children in the home. The sums involved are set forth in further detail in Appendix I regarding studies in Iceland and Appendix II regarding studies abroad.

# 4.2.1 Single Persons Living in Rented Accommodation or Their Own Accommodation

A single person living alone in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 11,291 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

# 4.2.2 Persons Cohabiting or Married and Living in Rented Accommodation or Their Own Accommodation

A person who is married or living in a registered partnership and lives in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 7,979 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

# 4.2.3 Parents Living in Rented Accommodation or Their Own Accommodation

a) Cohabiting or married students living in rented accommodation or their own accommodation. A student who is married or living in a registered partnership, with one dependent child and living in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 9,334 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

A student who is married or living in a registered partnership, with **two or more dependent children** and living in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 10,087 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

# b) Single parents living in rented accommodation or their own accommodation

A single parent with **one dependent child** and living in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 18,668 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

A single parent with **two or more dependent children** and living in rented accommodation or his or her own accommodation shall be entitled to an additional loan to cover housing costs amounting to ISK 20,175 for each ECTS unit in the case of studies in Iceland. Comparable additional loans to cover accommodation costs in other countries are set forth in Appendix II.

In order to receive additional loans to cover housing costs under indents a) and b) in this Article, the student must meet the condition of exercising custody over the child (sole or joint custody).

# 4.2.4 Students Living with Low-Income Parents/Single Parents

Students who live with their parents may be granted additional loans to cover housing costs as if they were living in rented accommodation or their own accommodation if the income of the parent(s) and, as appropriate, the parent's cohabiting partner, is below the reference threshold. The reference threshold for this purpose shall be equivalent to ISK 4,236,000 in the case of a single parent or ISK 8,472,000 in the case of married couples or cohabiting partners (see Article 4.2.2).

# 4.3 Additional Loans for Children

Students may qualify for additional loans for the support of children under the age of 18 years. The amount of the additional loan for each child dependent on the student's support shall be ISK 5,340 for each completed ECTS unit.

Students shall be entitled to an additional loan to cover child maintenance payments which they demonstrably make in respect of children under the age of 18 years. The amount of the additional loan in respect of child maintenance payments shall be ISK 5,340 for each completed ECTS unit for each child for which the student demonstrably pays child maintenance.

Students shall **not** receive additional loans in respect of a child or children unless they exercise custody over the child or pay child maintenance for the child. An additional loan to cover the support of a child and an additional loan in respect of child maintenance payments for the same child may not be made to the same student.

### 4.4 Loans for Spouses

Circumstances that may increase cost-of-living support for a student who is married/in a registered cohabitation partnership are as follows:

- a) Due to the spouse's illness or disability according to a medical certificate demonstrating that the spouse is completely unfit for work.
- b) If the student and spouse have a chronically ill or disabled child whom they support and the spouse does **not** work in paid employment outside the home in order to care for the child. A condition for this is that the child must be legally domiciled with the student and spouse, and that a medical certificate be produced.
- c) If the student and spouse are resident abroad and have a dependent child, and the spouse does not qualify for a work permit in the country where studies are pursued.

If a loan is granted for a spouse, 50% is added to the student's basic support loan, additional loan to take account of location and additional loan to cover children. The spouse's income shall be deducted from the loan (*cf.* Articles 3.3.1 and 3.3.2).

**No loan** is granted with respect to a spouse if the spouse himself or herself is a loan recipient during the same term/semester.

The Fund reserves the right to request that the Fund's consulting physician at any given time obtain information from the medical practitioners concerned regarding medical certificates submitted and to comment on their contents. If such information is **not** given, the Fund may take the view that a satisfactory application has **not** been submitted.

# 4.5 Loans for Tuition Fees

Loans for tuition fees, less non-taxable grants covering tuition fees, are made for basic studies ("basic studies" here refers to special studies and undergraduate (first degree) university studies), Master's studies and doctoral studies (*cf.* Article 2.3). The combined total amount obtainable in the form of loans for tuition fees in all academic programmes is ISK 3,500,000 for studies in Iceland. For studies abroad, Appendix III specifies, country by country, the combined total amount loaned for tuition fees.

If a course of study is organised in the manner of medical studies, i.e. continuous studies for more than 5 years, an additional supplement may be added to the above tuition fee limit in year 5 of study as disposal income for years 5 and 6 of study, up to ISK 1.500.000 or its equivalent in foreign currency based on the rate of foreign exchange on 1 April 2019.

For those pursuing basic studies, the rule is that in no instance is a loan for tuition fees made in a single year of study that is more than 1/3 of the total amount that is loaned for tuition fees in the country of study. Thus, the annual maximum amount loaned for tuition fees in basic studies in Iceland is ISK 1,166,667, and the for basic studies overseas the same proportion (1/3) of the total amount of tuition-fee loans as shown in Appendix III is granted.

If a loan recipient changes his country of study, the proportion of the maximum granted for tuition fees which he has used in the previous country is calculated, and this proportion is applied in the next country of study when calculating the latitude available regarding further loans for tuition fees.

Loans are only granted for annual tuition fees exceeding ISK 75,000 which the student demonstrably pays. The following expenses are **not** included in tuition fees: study trips or other trips, accommodation, meals, computers or other technical equipment, material costs or book costs and other comparable expenses. The Fund reserves the right to require a breakdown of tuition fees and, where appropriate, to subtract from the tuition-fee loan all the expense items listed above before disbursing the tuition-fee loan.

Tuition-fee loans may only be granted for studies in a single academic course for each semester or/term of the year of study. Furthermore, it is not normally permitted to grant tuition-fee loans for courses taken outside a course of studies which the Icelandic Student Loan Fund has not approved as qualifying for a loan.

A student must return a study achievement eligible for a loan according to Article 2.2 in order to have right to a tuition fee loan during the study period. Tuition fee loans are awarded for each quarter of the year of study when the fund has received confirmation that the student has completed a study achievement eligible for a loan.

A tuition fee loan may be paid out at the beginning of a semester/trimester to students other than first-year students. At no time shall a larger proportion of tuition fees be disbursed in advance at the beginning of a semester than is equivalent to full-time studies (30 ECTS units) during that semester but this may be reviewed when the student's academic performance is available and it comes to settlement of the loan for that semester/trimester.

The same rules apply to loan rights between curricular levels as to how loan units are deducted from unit rights, cf. Art. 2.3, even if a student takes a student loan solely for tuition fees.

It should be pointed out that the income of a student may influence the amount of loans for school fees, see articles 3.3 and 3.4. It should also be noted that a student must have the right to a loan at the level of study he/she is undertaking to qualify for a school fee-loan.

# 4.6 Loans to Cover Disruption of the Student's Personal Circumstances

In the event of an unforeseeable disruption of the student's personal circumstances which is not covered in another way by these rules, a student may be granted an additional loan corresponding to support for up to 7 ECTS units, taking his family size into account. This shall apply, for example, if it becomes practically impossible for a student to pursue his studies due to illness, disability, the support of his children or spouse, or for other reasons and he has utilized his full right to a loan. Any benefits he receives under the current insurance legislation shall be taken into account.

A student may be granted a special loan under this Article to cover additional travel if he has to go home at short notice because of a serious illness or death in his immediate family. Detailed information shall be presented regarding the reasons for the journey, together with the appropriate medical certificate or death certificate. For the purpose of this rule, 'immediate family' shall be considered as covering, e.g., the student's spouse, children and parents and the student's siblings and their children. If an additional loan of this type is granted, it shall be disbursed together with the support loan (*cf.* Article 5.2.1).

# 4.7 Loans for Medical Insurance

Students who pay large sums for medical insurance may apply for loans to meet these expenses. Information from Icelandic insurance companies is taken into account when reasonable health insurance expenses are assessed. If loans are granted for medical insurance, they shall only be for that part of the expenses that is in excess of 5% of support expenses, taking family size and place of residence into account, though with a maximum of ISK 350,000 during the year of study. Additional loans may be granted for medical expenses abroad, part of which the student has had reimbursed by the Icelandic State Social Security Institute. When applications for this type of loan are processed, consideration shall be given to whether the student purchased normal health insurance. Loans may be granted to pay reasonable expenses in connection with pre- and post-natal care abroad if it is clear that neither the student's insurer nor the appropriate local authority in Iceland will cover any of the cost. Loans may also be granted during the study period to pay travel expenses if a pregnant student or student's spouse chooses to have her child in Iceland because of the excessive cost abroad. Consideration may not be given to medical expenses which the Icelandic State Social Security Institute has refused to pay.

# 4.8 Grants for Interest Expenses

When a student loan which is paid after each term, semester or academic year, is disbursed, a grant of ISK 290 to cover interest shall be paid for each ECTS credit completed. If it is found, on re-calculation of the student loan after the academic year, that a student has been allocated too high an interest grant, it shall corrected by recording the excess grant amount paid as a loan during the year of study.

# 4.9 Loans for Travel Expenses

# 4.9.1. Travel Expenses of the Student, Spouse and Children

Loans for travel expenses shall be based on a certain sum; this varies according to the country of study and the locality where studies are pursued. If the student's spouse also applies for a loan during the year of study, the student shall **not** be entitled to an additional loan to cover travel by the spouse, and loans to cover children's travel shall then be based on half the amounts stated in Articles 4.9.2 and 4.9.3.

# 4.9.2 Loans for Travel to a Place of Study Abroad

Travel loans in connection with studies abroad shall be determined as follows in the case of applications for student loans during the academic year. For each individual, the travel loan for students and their spouses for travel to Denmark, Norway and Sweden shall be ISK 45,000 per person, and ISK 50,000 per individual for students and their spouses in other parts of Europe, ISK 65,000 in North America and ISK 105,000 per individual for students and their spouses in other places. Loans for children's travel shall be 10% of the amounts above if the child is under two years old, 75% in the case of children between the ages of two and eleven years old and 100% in the case of children aged twelve and over. It is not necessary to submit evidence of the journey. Recipients of grants from Nordplus and Erasmus are **not** entitled to travel loans from the Icelandic Student Loan Fund.

The sums above will be converted into the currency of the country of study based on the exchange rate as of 1 Apil 2019.

Travel loans are granted only once at each level of study.

# 4.9.3 Loans for Travel to a Place of Study in Iceland

Travel loans in connection with studies in Iceland shall be determined as follows in the case of applications for student loans during the academic year. For an individual and his or her spouse, ISK 20,000; loans for children's travelling shall be 10% of the amount above in the case of a child under two years old, 50% in the case of children between the age of two and eleven years old and 100% in the case of children aged twelve years and over. The precondition for students in Iceland qualifying for travel loans is that they must be domiciled at least 100 km from the metropolitan area or other location of the educational institution. It is not necessary that the student submit evidence of the journey.

Travel loans are granted only once at each level of study (see Article 2.3).

# 4.9.4 Disbursement Time of Travel Loans

Travel loans shall be disbursed together with support loans to those who meet the Fund's conditions regarding minimum academic achievement (*cf.* Article 2.2).

# Section V. Applications and Disbursement of Loans

# 5.1 Applications for Student Loans

# **5.1.1 Application Forms**

An application for a loan is made electronically through the page "My LÍN" which is accessible at www.lin.is or island.is.

# 5.1.2 Applications and Periods of Validity

Applications for student loans shall be submitted for each year for which a loan is sought. Deadlines are as follows:

Autumn 2019: as of 15 November 2019.

Spring 2020: as of 15 April 2020. Summer 2020: as of 15 July 2020.

# 5.1.3 Accompanying Documents and Deadlines

Documents which students are required to submit in connection with their applications should be received by the Fund not later than two months after the application deadline. Otherwise it may be regarded that the student has withdrawn his application. The same applies to certificates of examination results; these shall be submitted no later than two months after the end of the examination period.

# 5.1.4 Loan Schedule

Based on information submitted by students regarding, amongst other things, their income and family status, they will then receive a completed loan schedule from the Fund. After examining the loan schedule, the student shall inform the Fund if the information on which it is based is incorrect.

If it comes to light that a loan schedule is based on misleading information, errors or incorrect premises in terms of the allocation rules for the year of study for which a loan is sought, the loan schedule shall be amended to bring it into line with those rules.

# **5.1.5 Agents**

A student abroad shall have an agent in Iceland, who has the pover of attorney to sign a promissory note on his behalf, for example. A student is responsible for supplying LÍN with the correct address and e-mail address of the representative.

Dealings with an agent are equivalent to dealings with the student, irrespective of whether they take the form of email, conversations or correspondence by mail. The agent is therefore responsible for informing the student he or she represents of all requests to submit documents to the Fund, and of other announcements received from the Fund. The agent shall also inform the student of other dealings with the Fund that may be of significance regarding the processing of an application or the granting of a student loan.

# 5.1.6 Conditions to Be Met by Recipients of Loans

The conditions to be met by recipients of loans in order to qualify as creditworthy and eligible to take loans from the Fund is that they are not on in arrears to the Fund when they apply for new loans, that their estates are not undergoing bankruptcy proceedings and have not previously been accepted for bankruptcy proceedings and that the Fund has not previously had to write off loans made to the persons in question.

If a student is not deemed creditworthy for the reasons stated above, he may apply for exemption from this article if he produces guarantees that the Fund deems acceptable, such as collateral or a personal guarantee from a third party.

However, an exemption from the above conditions is never granted regarding a student with arrears to the Fund.

# 5.2 Disbursement of Student Loans

## 5.2.1 Disbursement of Student Loans

The calculation of student loans and the publication of loan schedules for the academic year shall commence at the beginning of August 2019. At that time, loans for tuition fees (*cf.* Article 4.5) for the autumn semester shall be disbursed in advance to those who have previously completed studies that qualify for loans and requested such disbursement in advance in their applications.

Disbursement of cost-of-living support and travel loans regarding fall semester and advance payment of tuition fees for the spring semester starts at the beginning of January 2020 to those meeting the Fund's conditions regarding minimum academic achievement during the semester (*cf.* Article 2.2). Subject to the above conditions, disbursement of cost-of-living support loans for of the spring semester and advance payment of tuition fees for the summer semester will start at the beginning of May 2020. Disbursement of cost-of-living support loans for the summer semester to those fulfilling the foregoing conditions will start at the beginning of August 2020.

The condition for this is that the student shall have submitted documents on his academic achievement, estimated income or a tax return and other essential information. Loans shall be paid into an account in a commercial bank or saving bank in Iceland, which shall be in the name of the student.

The final day of disbursement for the school year 2019-2020 is as of 15 January 2021. After this time, no loans can be disbursed nor comments made on the disbursement of loans for that school year.

A prerequisite for a student getting a loan in advance for tuition fees under Article 4.5 is that the student shall have previously attained academic achievement qualifying for a loan. At no time shall a larger proportion of tuition fees be disbursed in advance at the beginning of a semester than is equivalent to full-time studies (30 ECTS units) during that semester, or a comparable number of units for that trimester. This may be reviewed when the student's academic performance is known, and it comes to settlement of the loan for that semester or trimester.

If the student fails to achieve the required minimum results following the relevant academic year, loans disbursed in advance shall be recoverable according to the rules on excess disbursement of loans.

# 5.2.2 Calculation of Loans Abroad

Student loans are normally calculated in the currency of the relevant country of study. Income and grants are converted into the currency of the country of study, based on the exchange rate on 1 April 2019. When a loan, or part thereof, is due for disbursement, the sum to be disbursed is converted into Icelandic krónur (ISK) at the exchange rate on the day of disbursement.

# 5.2.3 Confirmation of Income

Students shall submit a confirmation or amendment of their previous income estimates for 2019 before loans are paid out. If there is a substantial difference between the estimate and the actual income of the student and his spouse, the loan may be made repayable.

### 5.2.4 Bonds and Bank Accounts

The disbursement of a loan shall be subject to the condition that the student shall have issued a bond in his own name as a guarantee for the repayment of the loan. The loan shall be paid into the bank account of the recipient involved; this account shall be in his own name at a commercial or savings bank.

# **5.3** Guarantees Applying to Student Loans; Rights and Obligations of Guaranters **5.3.1** The Nature of Personal Guarantees

The Guarantors Act, No. 32/2009, and also the provisions set forth here, shall apply to guarantees that have been undertaken since the commencement of that act, in addition to the terms stated here.

Those who act as guarantors for a student loan undertake personal liability for the debt; such liability obliges the guarantor to pay the debt for which a guarantee has been undertaken as soon as it is revealed that the borrower has not fulfilled his obligation to repay the loan.

The Fund may collect the guarantee directly from the guarantor and shall not be required to make special attempts beforehand to have the debt paid by the borrower. The Fund may not, however, have recourse to the guarantor until it has been demonstrated that the borrower has not repaid any part of the loan on the due date. This shall not apply, however, if the borrower is declared bankrupt, in which case the entire loan shall become due for repayment in accordance with the Bankruptcy (Etc.) Act, No. 21/1991.

The Fund may take enforcement measures (make an attachment) for the payment of a debt by a personal guarantor without a previous court judgement or settlement before a court.

Personal liability shall always be limited to a specific maximum sum, which shall change according to the consumer price index; in addition, personal liability shall cover the payment, with interest, interest on arrears and all costs that may be incurred due to the late payment of the debt, including court costs and collection fees.

The stated sum guaranteed by a guarantor shall be based on the aforementioned index, and shall not normally exceed ISK 7 million. A personal guarantor may, however, undertake liability in excess of this amount in connection with a loan that is calculated as due to the student in the year of study when the guarantor's liability reaches ISK 7 million. The minimum amount of a personal guarantee shall be ISK 100,000.

# 5.3.2 Conditions to Be Met by Guarantors

Guarantors shall confirm, by their signature on the bond or guarantee declaration, that they have acquainted themselves with the terms of the bond and the outcome of an examination of the borrower's capacity to repay the loan and, if appropriate, a statement from the arrears register.

Guarantors shall have reached the age of 18 and shall be competent to manage their financial affairs. Guarantors shall not be older than 50 unless a student's parent is involved. A guarantee of a legal person instead of an individual shall be subject to the approval of the Fund's board, and the legal person must be a governmental agency or financial institution that is monitored by the Financial Supervisory Authority, Iceland. With the approval of the loan recipient, the Fund may also collect a fee for the guarantor upon disbursement of the loan. In other respects, the same rules apply to a legal person's guarantee as generally apply to individuals' suretyship.

Guarantors shall normally be Icelandic citizens domiciled in Iceland. Individuals who are on the arrears register, or are in arrears to the Fund, or whose estates are undergoing bankruptcy proceedings, or have

been accepted for bankruptcy proceedings, may not be approved as guarantors for student loans. A guarantor shall also undergo a credit rating that the Fund deems satisfactory.

If the status of a guarantor changes such that he is no longer regarded as meeting the above conditions, the borrower shall provide a new guarantor for his student loan before receiving further loans disbursed from the Fund. In such cases, the new guarantor shall guarantee all the loans that the borrower may receive thereafter. The older guarantee shall not expire unless it is terminated and replaced by a new one with the approval of the Fund.

# 5.3.3 Legal Standing of Guarantors; Right of Recourse

Where there is more than one guarantor, they shall bear undivided (*in solidum*) liability towards the Fund.

Where the liability borne by each of the guarantors is separate, e.g. where loans have been combined for repayment, each guarantor shall be able to pay his guarantee amount, together with interest and costs in the event of a default on the repayment of the student loan.

While a loan has not been called due, a guarantor can keep the loan fully paid up. In this regard, the guarantor can request the Fund to apply the payment to reduce his or her guaranteed share of the total debt.

The provisions of the bond regarding exemptions from payment shall not apply to a guarantor whose guarantee is called in and who has undertaken the repayment of the loan.

In the event of the death of a guarantor, the borrower may provide a new guarantor who meets the conditions set forth above; otherwise, the guarantor's heirs shall take over the guarantee in accordance with the ordinary rules, provided that the heirs have undertaken liability for the debts of the estate at death.

A guarantor may give notice of termination of his guarantee. This shall be done in a written letter to the Fund. The effect of this shall be only that his liability shall not increase above the level already agreed. The guarantor will nevertheless continue to be liable for the loans that have already been granted. The termination shall take effect as soon as the Fund has informed the borrower of it.

# **5.3.4 Mortgages**

If the student wishes to put up real estate as collateral to guarantee the repayment of a student loan, he must submit the following items: a statement of mortgage loans from the mortgage registry, a copy of the last payment slips for current mortgages and the market valuation (*fasteignamat*) and replacement valuation (*brunabótamat*) of the property.

In mortgaging student loans from the Fund, the rule is that mortgaged loans, in addition to a loan from the Fund, shall not exceed 85% of the real estate evaluation of the residential property, and that they shall be less than 85% of the assessed value for fire insurance. An appraisal by a chartered real estate agent may also be requested, in which case the rule shall be that loans from the Fund shall not exceed 80% of the sale valuation. It is forbidden to mortgage foreign real estate to secure a student loan.

# 5.4 Payment of Membership Fees

If the student so desires, the Fund will see to the collection of membership fees for the Association of Icelandic Students Abroad (SÍNE). The Fund will then deduct their membership fees from their student loans.

# 5.5 Changes in Assistance

# 5.5.1 Students' Obligation to Report Changes

Applicants shall report all changes in their personal circumstances which could have a bearing on the provision of student loans, e.g. altered family circumstances, changes in their financial circumstances, changes in home and e-mail address and study programme or illness which may lead to a lengthening of studies. Among other things, the Fund must be informed if a student marries or enters into a registered cohabitational partnership. Students shall also send the Fund all information that may be requested in connection with their loan applications or the postponement of the closure of bonds. After the completion af studies all communications with the borrower will be through his/her email address unless otherwise specified by the borrower. The borrower is responsible for ensuring that the Fund has correct information on his email.

# **5.5.2 Correction of Calculations**

If it is revealed that the Fund has granted assistance or calculated the amount of a loan based on false information, this shall be corrected in accordance with further provisions of this section. When this is done, consideration shall be given as to whether the student gave misleading or incorrect information intentionally, or whether negligence on his part or a mistake on the part of the Fund was involved. It shall normally be possible to negotiate the means by which repayment is made.

# 5.6 Intentionally Misleading Information

If a student intentionally gives the Fund incorrect or misleading information, all assistance to him shall be discontinued and any assistance which he may have received already on the basis of such information shall be reclaimable immediately with accrued indexation adjustment and the associated costs. This shall also apply if it is deemed regarding that the student made false statements of his income, according to the Fund's definition of income, when the relevant taxation year is over.

Conduct which infringes the law (e.g. forgery) may entail criminal liability.

# 5.7 Excess Disbursement of Loans

# 5.7.1 Excess Disbursement of Loans

If a student receives a loan without having met the Fund's conditions or receives a loan payment in excess of the amount to which he is entitled, e.g., because his income has been underestimated, because he has failed to attain the required academic achievement or for other reasons, he shall be expected to repay the loan in a separate payment, with price-indexation adjustment from the day the loan was paid out.

If a student has applied for a study loan for the next semester following the semester in which he excess payment was made the Fund may set off a debt due to the excess payment against an unprocessed student loan which the student is expecting.

If the loan cannot be offset according to paragraph 2 of this Article, the student has the choice of paying the excess disbursement in cash or agrees to a repayment bond and the loan period shall normally not exceed 15 months. A repayment bond shall carry interest in as determined by the Central Bank of Iceland for general interest of non-indexed loans and he interest shall be added to the amount repayable by the student. The first interest date is specified in the bond and shall be based on the day on which the bond is prepared by the Fund.

Further study assistance shall be suspended until an overpaid loan has been settled. Overpaid loans to students abroad shall be converted to Icelandic krónur (ISK) as of the payment date of the loan.

#### **5.7.2 Bonds**

Bonds for the repayment of excess disbursements shall normally carry interest at the ordinary rates on non-indexed loans determined by the Central Bank of Iceland, interest being calculated on the amount which the student is to repay from the disbursement date of the excess loan amount.

# 5.7.3 Interest

The first interest date shall be stated in the bond.

### 5.7.4 Collection

Excess loan disbursement shall be collected after the date on which a report on the student's academic achievement, and other documents are supposed to have been received by the Fund. If the student fails to repay excess disbursements by the deadline set, the bond shall be closed (*cf.* Article 7.1) and the excess disbursement shall be collected as an extra instalment on his student loan.

# **5.8 Monitoring Income**

# 5.8.1 Students in Iceland

The Fund shall receive information from the Director of Internal Revenue on students' income according to their tax returns for the income year used as the basis for the last loan granted.

# **5.8.2 Students in the Nordic Countries**

Students elsewhere in the Nordic countries shall present certificates stating their income during the past year; in Denmark "årsopgørelse"; in Norway "skatteopgjør" and in Sweden, "slutlig skatt".

# 5.8.3 Students in Other Countries

The Fund may demand confirmed information on income from students in other countries.

# 5.9 Mistakes on the Part of the Fund

If the Fund makes a mistake in connection with the granting of a loan, it shall be rectified as soon as it is discovered. Students are urged to acquaint themselves thoroughly with the provisions of these rules which apply to their individual cases and thereby help to have such mistakes rectified as soon as possible. The student will be informed of such mistakes and then a decision will be taken in each individual case as to how repayment is to be made.

# Section VI – Joint Nordic Rules

An applicant who is studying in the Nordic countries outside his home country may, if he meets certain conditions, qualify for a student loan from the country in which he is studying. The conditions for study assistance from the Icelandic Student Loan Fund (LÍN) shall be those set out in these rules, and also that the applicant is not entitled to receive study assistance (a loan or grant) from other Nordic loan funds (see below).

Further details may be obtained from the loan funds in each country.

**DENMARK** 

Styrelsen for Institutioner og Uddannelsestøtte

Bredgade 43

DK-1260 København K

Tel: 00-45-72317900

Website:http://www.su.dk/

**NORWAY** 

Statens lånekasse for utdanning (SLK)

P.boks 430, Alnabru 0614 Oslo

Tel: 00-47-21496000

Website:http://www.lanekassen.no/

**FINLAND** 

FPA Folkpensionsanstaltens Studiestödscentral

PB 228

SF-40101 Jyväskylä 10

Tel: 00-358-0206340220

Website:http://www.kela.fi

**SWEDEN** 

CSN Centrala studiestödsnämnden

Norra Tjärngatan 2-6, 851 82 Sundsvall

Tel.: 00-46-0771-276000 Website:http://www.csn.se

# Section VII – Closure of Bonds

### 7.1 Closure of Bonds

Bonds are closed when the student ceases to receive the loan, based on the end of the last loan period. This applies equally to students who complete their studies and to those who abandon their studies without completing them. This is the point in time which is considered as the end of studies in the sense of the Icelandic Student Loan Fund Act, No. 21/1992 and the Regulation No. 478/2011 on the Icelandic Student Loan Fund.

When final arrangements for the closure of the bond begin, the loan recipient and, as appropriate, the guarantor, shall be sent details of the amount of the bond which is to be closed. The guarantor shall also be informed of the sum for which he is considered as providing surety.

When the bond has been closed, the loan recipient shall be sent itemised information on the loans granted under the bond, the date of closure and when interest will start being calculated on the bond. A period of 14 days is granted for making comments or raising objections. After this period, the bond may be filled in. Information sent by email to the email address which the student has provided to the Fund shall be considered as having been sent in a satisfactory manner.

Repayment shall commence two years after closure of the bond. If the student completes studies in the autumn or spring semester, the end of studies shall be taken as being 29 June, and the first date for repayment shall be 30 June two years later. If the end of studies falls in the summer term, which extends beyond 1 July, then the end of studies shall be taken as 31 August and the first date for repayment shall be 1 March two and a half years later. If the student has begun repaying earlier loans and resumes studies, **no further break from payment** shall be granted with respect to the repayment of the previous loans.

# 7.2 Deferment of Closure of Bonds

If a student gives notice that he/she has taken a break from studies which is no longer than one year, the finalisation of a bond may be postponed if the student shows a creditworthy performance in the first term after the break. The final date for applying for the postponement is 15 November 2019 if the student showed a creditworthy performance in the school year 2018-2019 or is registered in a creditworthy study in the autumn term of 2019, see article 2.2. on creditworthy units. The condition for a student being able to postpone the closure of a bond is that he completes creditworthy performance in the period to which the postponement applies. The postponement of the closure of a bond is valid for a maximum of four years from the time when the first assistance was obtained from the loan fund if the student continues in his creditworthy studies without taking out a student loan. An application for a new student loan in the first term after a year's break from studies is the equivalent of an application for postponement of the closure of a bond.

If a student applies for a postponement of the closure of a bond due to a course of study eligible for a loan which he pursued in the academic year 2018-2019 the last day to submit the requested documents is as of 15 January 2020. However, if a student applies for postponement of the closure of a bond for a course of study eligible for a loan in the autumn semester of 2019 the requested documents for the application shall not be submitted later than 15 March 2020.

Deferment of the disbursement of a student loan, e.g., because of late submission of information, shall **not** result in a deferment of the closure of the bond.

If a student takes a break from his studies for more than one year, he may **not** defer closure of the bond. and the closing date shall be based on the end of the last loan period before the break in studies. When

a student resumes studies following such a break, this shall be regarded as starting a new period of studies (new degree programme), and the student will have to issue a new bond in his own name as surety for new loans (see Article 5.2.4). The student shall also pay instalments on the previous bond (see, however, Article 8.5 on exemptions from payment of an instalment).

In cases of uncertainty, the Board of the Fund shall decide when bonds are closed.

# Section VIII - Loan Terms

# 8.1 Repayment of Student Loans

Repayment of student loans shall be based on the terms of each bond and the legislation in force at the time when the loans were taken. In other respects, the Allocation Rules approved at any given time shall apply.

Supporting documentation shall be received by the fund no later than two months after the application period expires. Otherwise, it may be considered that the payee has revoked his application. In cases where the payer has received a revised calculation from the tax authorities, such recalculation may be taken into account even though materials are received after the deadline stated above, providing that the application for recalculation is received before the deadline for application for each year of application see Article 8.4.

A loan recipient living abroad shall submit the Fund with information about their address, email address and mobile phone number and/or have an agent in this country to take care of his matters. Communications with an agent shall be considered equal to communications with a loan recipient, whether it is in the form of an email, conversations or correspondence. An agent is therefore responsible for informing the student he or she represents of all requests to submit documents, and of other announcements from the Fund. The agent shall also inform the student of other communications with the Fund of possible significance.

# 8.2 Interest and Indexation on G-Loans

# 8.2.1 Loan Terms

Loans under the Act No. 21/1992 are index-linked and carry interest of up to 3% from the date of closure of the bond. If a loan is disbursed to the student after the date of closure of the bond, interest on that payment shall be calculated from the day following the date of disbursement. Indexation adjustment is based on changes in the consumer price index. Loan recipients shall pay a borrowing fee of 1.2% each time a loan is taken, and also the collection cost on each due date.

### 8.2.2 Indexation

Loans from the Fund shall be indexed with the consumer price index, based on the index on the first day of the month following disbursement. Following the decision to close the bond, the amount owed shall be updated and the basic index of the bond shall be based on the consumer price index on the date of closure.

# 8.3 Repayment Period

# 8.3.1 No Instalments During the First Two Years

Repayment shall commence when two years have elapsed after the closure of the bond (*cf.* Article 7.1). This shall **not** apply, however, in cases where the loan recipient has begun repaying a loan but repayments have been deferred temporarily because the student has resumed studies. In such cases, repayment of older loans shall continue immediately in the next calendar year after the end of studies.

# 8.3.2 Early Repayment of Student Loans and Instalments Paid on Them

Loan recipients may pay instalments on their loans or pay them off before the dates stipulated in a bond, at no additional cost.

A person who completes payments of an unpaid student loan has a right of a settlement discount which is 7% of the unpaid remainder of the fully paid bond prior to settlement. The above permission is on the condition that the remainder of the loan is paid in one payment. Persons do not have the right to a settlement discount for paying up a bond in full unless the repayment of his/her one or more student

loans has begun, see Chapter 7. In order to qualify for the right of a settlement discount of a loan, the next regular down payment of the loan must not be due in less than 30 days.

Repayment discounts shall be rebated to the party who pays off the student loan (this may be a person other than the debtor).

Application for the early repayment discount must be made within three months of when the repayment occurred. After that period passes, no repayment discount will be granted.

Despite the provisions in Section X Entry into Force, that these rules shall apply to academic year 2019-2020, this provision will enter into force immediately upon the publication of these Allocation Rules in the *Law and Ministerial Gazette*.

# **8.4** Annual Repayments

Annual repayments fall into two parts. One is a fixed payment which is collected on 1 March, though the first due date may fall on another day. The other is a supplementary payment which is collected on 1 September and depends on the loan recipient's income during the previous year.

The fixed annual payment shall be calculated as is set out in Article 8 of the Icelandic Student Loan Fund Act, No. 21/1992, and updated according to the consumer price index on 1 January each year. The supplementary payment is based on 3.75% of the recipient's income base in the year prior to the repayment year; 'income base' here refers to the recipient's income base for municipal tax purposes with the addition of his investment earnings (*cf.* item *c* of Article 7 of the Act No. 90/2003). If the loan recipient is married or cohabiting in a registered partnership, the reference figure shall be 50% of his/her investment income and that of the spouse/partner, irrespective of whether this income is defined as private under a marriage settlement or is regarded as joint property. The figure so found shall be multiplied by the coefficient representing the change in the consumer price index between 1 July in the year in which the income is acquired and 1 July in the year of repayment. As is stated above, the previously mentioned fixed annual payment shall be deducted from the supplementary payment.

If the tax base of a borrower is estimated, this estimate shall be used. If, during the repayment period, a borrower is not due to pay taxes in Iceland of all his income and assets, he/she shall be given the option to submit to the fund certified information on his/her income and an annual additional payment shall be estimated according to this. Information on income abroad shall be submitted to the fund before 1 July each year. In establishing a maturity date, the foreign income will be recalculated in ISK for each currency and the mean exchange rate of the Central Bank of Iceland for the income year shall be used as a base for the calculation. If the borrower fails to do this, income is submitted after 1 July each year or if the information on his/her income is considered unreliable and it is not possible to assess his/her income base accordingly, the board of the fund shall estimate for him an income base for the calculation of the annual additional payment.

A loan recipient has the right to recalculation of his annual supplementary repayment if it is based on estimated income. He shall then apply for recalculation not later than 60 days after the due date of the payment; however, an application does not postpone collection on the due date. Payment distribution on the date of payment does not lengthen the above application deadline. The recalculation will then be made when the Fund has received the best obtainable information regarding the payer's income. When confirmed information on the income is available, it shall be submitted to the Fund and the recalculation accordingly reviewed. If the income base was overestimated, the loan recipient shall be reimbursed for the overpaid amount with ordinary interest rates applying to non-indexed bank loans. In cases of serious arrears on the repayment of student loans, or where the loan recipient has understated his income, the whole loan sum may be called in. Increases in the supplementary payment

due to re-assessment of tax become due for payment immediately, with arrears interest as determined by the Central Bank of Iceland at any given time from the due date of the payment.

If the recipient of a loan is declared bankrupt, all claims against him or her shall be due for immediate repayment (*cf.* the Bankruptcy (Etc.) Act, No. 21/1991).

# 8.5 Exemptions

# 8.5.1 Exemption in View of Substantial Financial Difficulty

The board of the Fund may grant exemption from the annual repayment, in full or in part, if the pursuit of studies that qualify for a loan, illness, unemployment and/or unfitness for work due to illness, disability, pregnancy, the care of children, the care of a spouse or other comparable circumstances cause the recipient substantial financial difficulty. The general assumption is that exemptions will not be granted if the loan recipient's annual income in the previous year is greater than ISK 4,236,000, and that of a married couple / couple in a registered partnership is greater than ISK 8,472,000. If an applicant has no tax domicile in Iceland, and his or her income is in a foreign currency, the buy rate of exchange on the date of the payment shall be used.

'Studies that qualify for a loan' in the paragraph above refers to a situation in which the loan recipient's studies meet the conditions of Section I of the Allocation Rules regarding qualification for loans and that the student meets the conditions of Section II regarding academic progress.

A person unemployable due to disability is deemed entitled to receive disability benefits under the State Social Security Institute's definition. Caring for children and/or a spouse means that the caregiving affects the possibility of the applicant to work.

Generally, the circumstances causing the difficulty shall have applied for at least four months prior to the due date of the payment.

# 8.5.2 Exemptions Due to Sudden and Substantial Changes

The Board of the Fund may also grant an exemption from the annual repayment, entirely or in part, in the event of sudden and substantial changes in the personal circumstances of the loan recipient so his income base for municipal tax purposes, calculated in terms of his previous year's income, no longer fairly represents his financial position during a year in which repayment is to be made. Exemptions may be granted in cases of sudden and serious illness, accidents or other comparable circumstances leading to a substantial reduction of disposable income and the ability to earn income.

# 8.5.3 Application for Exemption

A loan recipient requesting an exemption from repaying his student loan shall apply for it through "My LÍN" and submit the application with the requested information. Application for an exemption must be made for each individual due date.

An application from the repayment of a student loan shall be sent to the fund no later than 60 days after the due date of a down payment. If a request for an exemption has not been received by the fund before this time limit, it is not allowed to award an exemption see paragraph 7 of Article 8 of the Act on the Student Loan Fund. The payment distribution on a due date does not extend the above time limit for an application. An application for exemption does not delay the collection of the loan.

If exemption is granted, it shall apply only to the due date for which exemption was sought in the application. Exemption granted from the repayment of an S- and/or V-loan shall have **no effect** on the number of repayment years, i.e., the repayment period shall be lengthened by the time granted in the exemption.

The Fund reserves the right to request that the Fund's consulting physician at any given time obtain information from the physician in question regarding medical certificates submitted and make statements on their contents. If such information is not forthcoming, the Fund may take the view that no satisfactory application has been submitted.

# 8.6 Repayment of more than one loan

Recipients who owe loans that are older than G-loans shall first repay the older loans. In the calendar year following that in which these repayments are completed, they shall begin repaying their G-loans.

Loan recipients who own R-loans and also V- or S-loans shall first repay their R-loans. If they are paying instalments on both V- and S-loans, their payments of their V-loans shall be deducted from those of their S-loans.

A loan recipient who has taken two or more R-loans shall repay the oldest loan first. The same applies to loan recipients who have taken two or more G-loans. Collection is deemed to have begum of all loans within the loan category but the payments of newer loans are posponed until the oldest loans are paid in full.

# 8.7 Arrears

If a loan recipient does not pay an instalment due at the correct time and has not made an agreement with the Fund regarding payment, the Fund will send the matter to a lawyer for collection. If a claim against the loan recipient is already being collected by a lawyer, the new claim will also go straight into the collection process. When the collection of an instalment is in the hands of a lawyer, the loan recipient is expected to negotiate the settlement of the claim directly with the lawyer, without the mediation of the Fund. If the recipient still does not pay the instalment, the Fund shall have the right to make the entire debt payable and to claim it with the maximum rate of arrears interest permitted by law.

If the principal of a loan awarded according to Act no. 21/1992 is called in, the Fund is also permitted to call in other loans in the same loan category.

# Section IX – Doubtful Cases

### 9.1 The Role of the Board

One of the roles of the Board is to make rulings on doubtful or unclear cases concerning individual loan recipients and other cases. Rulings by the Board may be referred to the appeals committee (*cf.* Article 9.5).

Decisions by the Board regarding applications, appeals (etc.) received by the Fund shall be backed with reasons and announced in writing unless this is evidently unnecessary. Decisions shall be binding when they are received by the persons concerned. Students or other parties involved may have cases reexamined (*cf.* Article 9.4) or may request a ruling from the Appeals Committee (*cf.* Article 9.5). Other aspects of procedure shall be in accordance with the Administrative Procedure Act, No. 37/1993.

# 9.2 Procedure

Before the Board rules on an unclear matter, special subcommittees appointed from the board members, the "repayment committee" or "an unclear matter committee", as appropriate, shall prepare and make proposals on the conclusion to be recorded by the board of the Fund. The committee shall examine how comparable cases, or cases considered to be closest to the one under discussion, have been dealt with.

# 9.3 Reasons

In stating reasons, reference shall be made to the legal principles on which the Fund's decisions are based, legislation, regulations, allocation rules or minutes recorded by the Board, as appropriate. To the extent that a decision is based on an estimate or evaluation, the principal considerations behind the estimate or evaluation shall be stated when reasons for the decision are given.

# 9.4 Re-Examination

After the Board of the Fund has taken a decision and it has been announced, the party to the case shall have the right to have it re-examined if the decision was based on insufficient or incorrect information on the facts of the case.

Requests for re-examinations shall normally be submitted within 3 months of the announcement to the party regarding the Board's conclusion.

# 9.5 Appeals Committee

The Minister of Education shall appoint an appeals committee consisting of three persons. The committee shall determine whether rulings made by the Board are in accordance with the provisions of laws and regulations. The committee may uphold, amend or set aside decisions by the board of the Fund. The committee shall state reasons for its decisions, which shall be final at the executive level.

Appeals shall be submitted to the Appeals Committee within 3 months of the announcement to the party regarding the Board's conclusion.

# Section X – Entry into Force

These rules were approved by the Board of the Icelandic Student Loan Fund on 12 March 2019. The rules shall take effect immediately after being confirmed by the Minister and published in the Government Gazette (*Stjórnartíðindi*) in accordance with Article 16 of the Icelandic Student Loan Fund Act, No. 21/1992.

These rules apply to academic year 2019-2020.

These rules are approved subject to sufficient funding being obtained under the national budget for the year 2020. If sufficient funding is not obtained, these rules shall confer no entitlements and shall be revised in accordance with the final amounts allocated under the budget.

# Appendix I

Basic support rates and explanations of the calculation of the basic support level for the academic year.

# Fund's Basic Support Rates.

Calculation of this basic support figure draws on the Ministry of Welfare's basic support reference figure. The housing cost increases are based on the same pricing assumptions, but it also takes into account the rent for the universities' student housing for individuals, couples and families.

Housing/accommodation costs take the student's family circumstances into account; thus, additional costs relating to residence by students in their own accommodation or rented accommodation is divided into six categories, as follows.

- i. Single student.
- ii. Student who is married or cohabiting in a registered partnership (no child in the home).
- iii Student who is married or cohabiting in a registered partnership, with one child.
- iv. Student who is married or cohabiting in a registered partnership, with two or more children.
- v. Single parent with one child.
- vi Single parent with two or more children.

In the categories for cohabiting or married students, it is assumed that both partners in the union will share housing costs equally. Thus, the support figure is based on the actual support needs of various groups of students, based on the type of household and family size.

# Support base used by LÍN

	Per School Per month (ISK)			Per ECTS			
	Year (ISK)	Base	Housing	Sum	Base	Housing	Sum
0. Living with parents	764,451	84,939	0	84,939	12,741	0	12,741
1. Single	1,663,254	109,530	75,276	184,806	16,430	11,291	27,751
2. Cohabitation, no child	1,464,534	109,530	53,196	162,726	16,430	7,979	24,409
3. Cohabitation, with one child	1,545,804	109,530	62,226	171,756	16,430	9,334	25,764
4. Cohabitation, with 2 or more children	1,591,011	109,530	67,249	176,779	16,430	10,087	26,517
5. Single parent with 1 child	2,105,838	109,530	124,452	233,982	16,430	18,668	35,098
6. Single parent with 2 or more children	2,196,252	109,530	134,498	244,028	16,430	20,175	36,605

The above figures are for an individual, i.e., without dependent children, where appropriate. The school year is considered to be 9 months.

# Disposable income

Students can have an annual income of ISK 1,330,000 (income threshold) without any reduction in their loans.

The following table shows the support loan for an academic year (9 months) based on the family conditions including a loan for children as applicable. A loan of 35,000 ISK per month is made for a child. Also shown is the disposable income of the same categories of students based on the premise that a student earns ISK 1,330,000 per year in addition to the student loan.

	Support (ISK) *	Disbursable income (ISK) **			
	per academic year	per year (12 months)	Per month		
Living with parents	764,451	2,094,451	174,538		
Single	1,663,254	2,993,254	249,438		
Cohabitation, no child	1,464,534	2,794,534	232,878		
Cohabitation, 1 child	1,866,204	3,196,204	266,350		
Cohabitation, 2 children	2,231,811	3,561,811	295,818		
Single, 1 child	2,426,238	3,756,238	313,020		
Single, 2 children	2,837,052	4,167,052	347,254		

<sup>\*</sup>The school year is considered to be 9 months.

<sup>\*\*</sup> Calculation of disbursable income of students according to the family conditions is based on full support for the school year and ISK 1,330,000 income during the summertime.

# **Appendix II** Support Abroad for Academic Year 2019-2020

Approved support levels abroad. The following table takes account of an individual's cost for rented housing.

For others, the allowance for housing costs takes into account family circumstances in accordance with the following table:

Home/family type	<b>Proportion</b>	Home/family type Pro	<u>portion</u>
Single student	100%	Married/cohab. couple, 2 or more children	89%
Married/cohab. couple	71%	Single parent, 1 child	165%
Married/cohab. couple, 1 child	83%	Single parent, 2 or more children	179%

The following table shows on the one hand support per month and on the other the support per ECTS-unit.

Country	Curr.	Food etc.	Accom.	Total	Food etc. /ECTS	Accom. /ECTS	Total /ECTS	Child supp. /ECTS
Austria	EUR	635	449	1,084	95	67	162	42
Australia	AUD	1,172	950	2,122	176	143	319	67
Belgium	EUR	593	632	1,225	89	95	184	42
Bosnia	EUR	540	180	720	81	27	108	42
Brazil	USD	336	651	987	50	98	148	52
Bulgaria	EUR	260	127	387	39	19	58	42
Canada A	CAD	692	1,030	1,722	104	155	259	67
Canada B	CAD	390	847	1,237	59	127	186	67
Chile	USD	1,086	527	1,613	163	79	242	52
China	USD	427	547	974	64	82	146	52
Croatia	EUR	335	221	556	50	33	83	42
Cyprus	EUR	533	300	833	80	45	125	42
Czech Republic	EUR	454	393	847	68	59	127	42
Denmark	DKK	4,139	2,682	6,821	621	402	1,023	311
Copenhagen	DKK	5,041	4,727	9,768	756	709	1,465	311
Estonia	EUR	397	286	683	60	43	103	42
Ecuador	USD	260	827	1,087	39	124	163	52
England	GBP	613	527	1,140	92	79	171	37
London	GBP	698	632	1,330	105	95	200	37
Finland	EUR	522	406	928	78	61	139	42
France	EUR	529	485	1,014	79	73	152	42
Paris	EUR	639	692	1,331	96	104	200	42
Germany	EUR	357	620	977	54	93	147	42
Greece	EUR	293	335	628	44	50	94	42
Hungary	EUR	770	412	1,182	116	62	178	42
Iran	USD	470	467	937	71	70	141	52
Irish Republic	EUR	794	673	1,467	119	101	220	42
Israel	EUR	647	755	1,402	97	1113	210	42
Italy	EUR	603	766	1,369	90	115	205	42
Rome	EUR	907	776	1,684	136	116	252	42
Japan	JPY	97,362	62,844	160,206	14,604	9,427	24,031	5,493

Country	Curr.	Food etc.	Accom.	Total	Food etc. /ECTS	Accom. /ECTS	Total /ECTS	Child supp. /ECTS
Kosovo	EUR	660	395	1,055	99	59	158	42
Latvia	EUR	668	339	1,007	100	51	151	42
Lithuania	EUR	436	112	548	65	17	82	42
Luxembourg	EUR	572	529	1,101	86	79	165	42
Malaysia	USD	573	253	826	86	38	124	52
Malta	EUR	645	328	973	97	49	146	42
Mexico	USD	300	587	887	45	88	133	52
Monaco	EUR	362	1,126	1,488	54	169	223	42
Netherlands	EUR	606	511	1,117	91	77	168	42
New Zealand	AUD	729	790	1,519	109	119	228	67
Northern Ireland	GBP	730	530	1,260	110	80	190	37
Norway	NOK	7,324	4,349	11,673	1,099	652	1,751	405
Peru	USD	545	763	1,308	82	114	196	52
Philippines	USD	247	280	527	37	42	79	52
Poland	EUR	487	200	687	73	30	103	42
Portugal	EUR	340	354	694	51	53	104	42
Romania	EUR	149	174	323	23	26	49	42
Russia	EUR	593	260	853	89	39	128	42
Scotland	GBP	473	467	940	71	70	141	37
Serbia	EUR	486	227	713	73	34	107	42
Singapore	USD	560	580	1,140	84	87	171	52
Slovakia	EUR	508	359	867	76	54	130	42
Slovenia	EUR	307	225	532	46	34	80	42
Spain	EUR	558	428	986	84	64	148	42
South Korea	USD	693	560	1,253	104	84	188	52
Sweden	SEK	5,136	3,986	9,122	770	598	1,368	429
Switzerland	CHF	1,200	767	1,967	180	115	295	49
Turkey	EUR	305	431	736	46	65	111	42
Thailand	EUR	653	554	1,207	98	83	181	42
USA A	USD	1,258	1,098	2,356	189	165	354	52
USA B	USD	842	796	1,638	126	119	245	52
UAE	USD	1,054	1,480	2,534	158	222	380	52
Wales	GBP	365	464	819	55	68	123	37

# **Appendix III**

# Maximum tuition fees and length of language courses

		Maximum	Maximum length
Country	Currency	loaned for tuition fees	of language course
Denmark	DKK	295,000	
Finland	EUR	40,000	1 study year
Norway	NOK	301,000	
Sweden	SEK	359,000	
Austria	EUR	40,000	0.5 study year
Belgium	EUR	40,000	0.5 study year
Bosnia	EUR	40,000	1 study year
Bulgaria	EUR	40,000	1 study year
Estonia	EUR	40,000	1 study year
England	GBP	27,400	
Northern Ireland	GBP	27,400	
Scotland	GBP	27,400	
Wales	GBP	27,400	
France	EUR	40,000	0.5 study year
Greece	EUR	40,000	1 study year
Netherlands	EUR	40,000	1 study year
Irish Republic	EUR	40,000	
Italy	EUR	40,000	0.5 study year
Kosovo	EUR	40,000	1 study year
Croatia	EUR	40,000	1 study year
Cyprus	EUR	40,000	1 study year
Latvia	EUR	40,000	1 study year
Lithuania	EUR	40,000	0.5 study year
Luxembourg	EUR	40,000	0.5 study year
Malta	EUR	40,000	<b>J J</b>
Mexico	USD	44,100	0.5 study year
Monaco	EUR	40,000	0.5 study year
Portugal	EUR	40,000	0.5 study year
Poland	EUR	40,000	1 study year
Russia	EUR	40,000	1 study year
Serbia	EUR	40,000	1 study year
Slovakia	EUR	40,000	1 study year
Slovenia	EUR	40,000	1 study year
Spain	EUR	40,000	0.5 study year
Switzerland	CHF	57,700	0.5 study year
Czech Republic	EUR	40,000	1 study year
Turkey	EUR	40,000	1 study year
Hungary	EUR	40,000	1 study year
Germany	EUR	40,000	0.5 study year
USA A	USD	44,100	0.5 stady year
USA B	USD	44,100	
OBA D	OBD	77,100	

Canada A	CAD	57,800	
Canada B	CAD	57,800	
Brazil	USD	44,100	0.5 study year
Ecuador	USD	44,100	0.5 study year
Peru	USD	44,100	0.5 study year
Chile	USD	44,100	0.5 study year
Philippines	USD	44,100	0.5 study year
Iran	USD	44,100	1.5 study years
Israel	EUR	40,000	1.5 study years
Japan	JPY	4,560,000	1.5 study years
China	USD	44,100	1.5 study years
Malaysia	USD	44,100	1.5 study years
UAE	USD	44,100	1.5 study years
Singapore	USD	44,100	1.5 study years
South Korea	USD	44,100	1.5 study years
Thailand	EUR	40,000	1.5 study years
Australia	AUD	62,100	
New Zealand	AUD	62,100	

# Appendix IV

### Loans that the Fund has made

Category	Granted	Interest	Interval from end of studies to beginning of repayment	Repayment period	Payment dates
M	1952-61	3.50%	3 yr	10 yr	1 May and 1 Nov.
N	1952-61	3.50%	3 yr	10 yr	1 Feb. and 1 Nov.
M	1961-67	3.50%	3 yr	15 yr	1 May and 1 Nov.
N	1961-67	3.50%	3 yr	15 yr	1 Feb. and 1 Nov.
L	1967-75	5%	5 yr	15 yr	1 June
K	1975	13%	1 yr	4 yr	1 Apr. and 1 Nov.
X*	1976-82	Index linked	3 yr	20 yr	1 July and 1 Nov.
T**	1982-92	Index linked	3 yr	40 yr	1 Mar. and 1 Sept.
R	1992-2005	up to 3% +index linked	2 yr	indef.	1 Mar. and 1 Sept.
G	2005-	up to 3% +index linked	2 yr	indef.	1 Mar. and 1 Sept.

<sup>\*</sup>called V-loans following merger

# **Definitions of important terms**

Loan payments: There are two loan payments per year—a fixed payment in the first part of the year and an income-linked payment in September. A payment is calculated as a percentage of the annual income in the year preceding payment. This percentage is 4.75% of R-loans and 3.75% of S- and G-loans. The income-linked payment is found by calculating the relevant percentage of the previous year's income

and then deducting the fixed payment. The difference is the income-linked payment. If the payer has income below a certain threshold, no income-linked payment will be calculated.

Students enrolled in all-year courses can send attendance certificates from a school after the fall term. The certificate must state the Attendance certificate:

school's assessment of academic achievement in all-year courses. Following completion of a course, a certificate must then come,

stating that the course was completed, along with the total number of units.

ECTS credit: ECTS (European Credit Transfer and Accumulation System) is a coordinated scale of assessment of studies in the European Union

member states and other states participating in the Bologna process, 60 ECTS credits is the equivalent of a full year's studies.

Quarter/semester: If the academic year is divided into three periods (an autumn, winter and spring semester) then a student who completes these three

quarters of the year (i.e. three semesters) is considered as having been in full-time studies. The summer semester is the fourth quarter of the year.

Students are deemed to have completed full (full-time) studies if they complete 60 ECTS credits during an academic year or 30 ECTS Full studies:

First year student:

A student who is starting a basic education and has never completed a credit-worthy academic achievement.

Basic support: The amount representing the loan requirement of a student who lives in rented accommodation during the study period, as defined by the board of the Fund

Loan schedule: When students have applied for loans and submitted the materials requested by the Fund, a calculation of their loan entitlements is made, taking into account their earnings and family circumstances. This schedule is then put on the net under "My LÍN", and enables the student to receive temporary credit from his or her commercial bank. If it comes to light that a loan schedule is based on errors or

incorrect premises in terms of the allocation rules for the year of studies for which a loan is sought, the Fund reserves the right to

amend the loan schedule to bring it into line with those rules.

Closure of bonds: Bonds are closed at the end of the period during which the student receives a loan, i.e. at the end of the last assistance period.

Interest is calculated on the loan from the date of closure of the bond, and the normal arrangement is that repayments are to begin

Spouse: A person who is married to, or cohabiting with the student in a registered partnership.

Cohabitation: Cohabitation of tyo persons registered in cohabitation according to national register.

Semester: If the academic year is divided into two periods, which are normally of equal length (an autumn and a spring semester), then

completion of these two semesters is regarded as completion of full studies. The summer semester is then a third semester.

<sup>\*\*</sup>called S-loans when repayment begins.

Academic year: This is generally 12 months, beginning in the autumn and ending in the summer. If a student engages in studies in the summer

semester, that semester belongs to the previous academic year. "Academic year" in these rules refers to the academic year 2019-

Degree programme: A course of studies which ends with a specific degree by examination. If the student changes to another academic institution, subject

of studies or degree programme, this constitutes the commencement of a new study programme.

Length of studies: Students' loan entitlements are expressed in terms of ECTS credits. If, for example, a student has completed 60 ECTS credits during

an academic year, and received a loan corresponding to these credits, they are then deducted from the total number of credits of his

loan entitlement.

Excess disbursement: If a student receives a higher loan than he or she is entitled to, e.g., because income was underestimated, or because of receiving an

advance payment of tuition fees, but he or she failed to attain the academic achievement for which the loan was received during the

term, the student is obliged to repay the loan separately.

Private studies: Studies related to a profession or trade which are not taught as part of a university (third-level) programme. Studies at upper-

secondary school level leading to matriculation are not regarded as private studies

When personal guarantees have been advanced, the guarantor is obliged to pay the debt on the due date even if the creditor has not Personal quarantee:

attempted to have it paid by the main debtor.

School year: This is normally 9 months, beginning in the autumn and ending in the spring. "School year" in these rules refers to the school year

Leeway: The minimum acceptable academic achievement and total loan period applying to a particular course of study, including the number

of ECTS credits for which a loan can be made.

Students studying abroad need agents, to whom they have granted a power of attorney, to take care of their affairs in respect of the Agent:

Fund. The agent must have an address in Iceland. Students can grant powers of attorney on their applications, by writing the the

agent's name and National ID no. If an agent is to be changed, the student shall do this through "My LÍN" or

or by filling out a form that can be obtained from the Fund. No one except the student can notify the Fund of a new agent.

Extra credits/units: If a student's academic achievement amounts to more than 30 ECTS credits in either semester of the academic year, he or she shall

be entitled to use the extra credits (units) either in the other semester of the same school year or later in the same study programme, providing that he attains the minimum required achievement (22 ECTS) during the semester.

Currency of calculation: Student loans are calculated in the currency of the country in which the student is studying. In certain cases, another currency may be

# **Support Amounts for 2019-2020**

The table below shows the amounts loaned per ECTS credit, based on family size and household type (the same amount applies to rented or own housing).

		Student	Student	Student	Student	Student	Student	Single	Single
				married/cohab.	married/cohab.	married/cohab.	married/cohab.	parent	parent
		in parental home	Rent	Rent	Rent	Rent	Rent	Rent	Rent
	No. of children:	0	0	0	1	2	3	1	2
Country	Currency:								
Austria	EUR		162	143	193	239	281	248	299
Australia	AUD		319	278	362	437	504	479	566
USA A	USD		354	306	378	440	492	513	588
USA B	USD		245	210	277	336	388	374	443
Belgium	EUR		184	156	210	258	300	288	343
Bosnia	EUR		108	100	145	189	231	168	213
Brazil	USD		148	120	183	241	293	264	329
Bulgaria	EUR		58	52	97	140	182	112	157
Denmark	DKK		1,023	906	1,266	1,601	1,912	1,595	1,963
Copenhagen	DKK		1,465	1,259	1,655	2,009	2,320	2,237	2,647
Estonia	EUR		103	91	138	182	224	173	221
Ecuador	USD		163	127	194	253	305	296	365
England	GBP		171	148	195	236	273	259	307
London	GBP		200	172	221	264	301	299	349
Philippines	USD		79	67	124	178	230	158	216
Finland	EUR		139	121	171	216	258	221	271
France	EUR		152	131	182	228	270	241	294
Paris	EUR		200	170	224	273	315	310	366
Greece	EUR		94	80	128	173	215	169	218
Netherlands	EUR		168	146	197	244	286	260	313
Iran	USD		141	121	181	237	289	239	300
Irish Republic	EUR		220	191	245	293	335	328	384
Iceland	ISK	12,741	27,721	24,409	31,104	37,197	42,537	40,438	47,285
Israel	EUR		210	177	233	282	324	325	383
Italy	EUR		205	172	227	276	318	322	380
Rome	EUR		252	218	274	323	365	369	428
Japan	JPY		24,031	21,297	27,921	33,980	39,473	35,652	42,464
Canada A	CAD		259	214	300	376	443	427	515
Canada B	CAD		186	149	231	306	373	336	420
China	USD		146	122	184	241	293	251	315
Costa Rica	USD		255	228	291	349	401	367	432
Kosovo	EUR		158	141	190	236	278	238	289
Croatia	EUR		83	73	119	163	205	146	193
Cyprus	EUR		125	112	159	204	246	196	245
Latvia	EUR		151	136	184	229	271	226	275
Lithuania	EUR		82	77	121	164	205	135	179
Luxembourg	EUR		165	142	194	240	282	258	311
Malaysia	USD		124	113	170	224	276	201	258
Malta	EUR		146	132	180	225	267	220	269
Mexico	USD		133	107	170	227	279	242	307
Monaco	EUR		223	174	236	288	330	375	441
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Northern Ireland	GBP	190	167	213	255	292	279	327
Norway	NOK	1,751	1,562	2,045	2,489	2,894	2,580	3,076
New Zealand	AUD	228	193	275	349	416	372	456
Peru	USD	196	163	229	287	339	322	390
Portugal	EUR	104	89	137	182	224	180	230
Poland	EUR	103	94	140	184	226	165	211
Romania	EUR	49	41	87	130	172	108	154
Russia	EUR	128	117	163	208	250	195	243
United Arab Emirates	USD	380	316	394	460	512	576	659
Serbia	EUR	107	97	143	187	229	171	218
Singapore	USD	171	146	208	265	317	280	344
Chile	USD	242	219	281	337	389	345	408
Scotland	GBP	141	121	166	207	244	224	270
Slovakia	EUR	130	114	163	208	250	207	257
Slovenia	EUR	80	70	116	160	202	144	191
Spain	EUR	148	129	179	225	267	232	283
South Korea	USD	188	164	226	283	335	295	358
Switzerland	CHF	295	262	324	380	429	419	484
Sweden	SEK	1,368	1,195	1,695	2,160	2,589	2,186	2,698
Czech Republic	EUR	127	110	159	205	247	207	258
Turkey	EUR	111	92	142	188	230	195	246
Thailand	EUR	181	157	209	256	298	277	331
Hungary	EUR	178	160	209	255	297	260	311
Wales	GBP	123	103	148	190	227	204	251
Germany	EUR	147	120	173	221	263	249	304
4								

# Examples of the calculation of student loans to a student in Iceland pursuing full-time studies (60 ECTS credits) in the academic year 2019-2020.

# Example A1: Example B1:

Single student living in parental home.

Single student living in parental home, commencing studies after working (i.e. after a long break).

Earnings	+	1,150,000	Earnings	+	2,100,000
Earnings threshold	-	1,330,000	Earnings threshold	-	3,990,000
Difference	=	-180.000	Difference	=	-1,890,000
45% reduction	-	0	45% reduction		0
Basic support	+	764,460	Basic support	+	764,460
Accommodation	+	0	Accommodation	+	0
Loan for children	+	0	Loan for children	+	0
Total support (60 ECTS)	=	764,460	Total support (60 ECTS)	=	764,460
Reduction due to earnings	-	0	Reduction due to earnings	-	0
Total loan	=	764,460	Total loan	=	764,460

# Example A2:

Single student living in rented or self-owned accommodation.

Earnings	+	1,750,000
Earnings threshold	=	1,330,000
Difference	=	420,000
45% reduction	-	189,000
Basic support	+	985,800
Accommodation	+	677,460
Loan for children	+	0
Total support (60 ECTS)	=	1,663,260
Reduction due to earnings	-	189,000
Total loan	=	1,474,260

# Example B2:

Single student living in rented or self-owned accommodation commencing studies after working (i.e. a long break).

Earnings	+	3,000,000
Earnings threshold	-	3,990,000
Difference	=	-990,000
45% reduction	-	0
Basic support	+	985,800
Accommodation	+	677,460
Loan for children	+	0
Total support (60 ECTS)	=	1,663,260
Reduction due to earnings	=	0
Total loan	=	1,663,260

# Example A3:

Married or cohabiting student student living in rented or self-owned accommodation.

Earnings	+	1,600,000
Earnings threshold	-	1,330,000
Difference	=	270,000
45% reduction	-	121,500
Basic support	+	985,800
Accommodation	+	478,740
Loan for children	+	0
Total support (60 ECTS)	=	1,464,540
Reduction due to earnings	-	121,500
Total loan	=	1,343,040

# Example B3:

Married or cohabiting student commencing studies after working (i.e. a long break).

Earnings	+	3,200,000
Earnings threshold	-	3,990,000
Difference	=	-790,000
45% reduction	-	0
Basic support	+	985,800
Accommodation	+	478,740
Loan for children	+	0
Total support (60 ECTS)	=	1,464,540
Reduction due to earnings	-	0
Total loan	=	1,464,540

# Example A4:

Married or cohabiting student with 1 child, living in rented or self-owned accommodation.

Earnings	+	1,400,000
Earnings threshold	=	1,330,000
Difference	=	70,000
45% reduction	-	31,500
Basic support	+	985,800
Accommodation	+	560,040
Loan for children	+	320,400
Total support (60 ECTS)	=	1,866,240
Reduction due to earnings	-	31,500
Total loan	=	1,834,740

### Example B4:

Married or cohabiting student with 1 child, living in rented or self-owned accommodation,

commencing studies after working (i.e. a long break).

Earnings	+	4,400,000
Earnings threshold	-	3,990,000
Difference	=	410,000
45% reduction	-	184,500
Basic support	+	985,800
Accommodation	+	560,040
Loan for children	+	320,400
Total support (60 ECTS)	=	1,866,240
Reduction due to earnings	-	184,500
Total loan	=	1.681.740

### Example A5:

Married or cohabiting student with 2 children, living in rented or self-owned accommodation.

## Example B5:

Married or cohabiting student with 2 children, living in rented or self-owned accommodation commencing studies after working (i.e. a long break)

Earnings	+	1,900,000
Earnings threshold	=	1,330,000
Difference	=	570,000
45% reduction	-	256,500
Basic support	+	985,800
Accommodation	+	605,220
Loan for children	+	640,800
Total support (60 ECTS)	=	2,231,820
Reduction due to earnings	-	256,500
Total loan	=	1,975,320

Earnings	+	5,400,000
Earnings threshold	-	3,990,000
Difference	=	1,410,000
45% reduction	-	634,500
Basic support	+	985,800
Accommodation	+	605,220
Loan for children	+	640,800
Total support (60 ECTS)	=	2,231,820
Reduction due to earnings	-	634,500
Total loan	=	1,597,320

# Example A6:

Single parent, 1 child, living

in rented or self-owned accommodation.

# Example B6:

Single parent, 1 child, living

in rented or self-owned accommodation commencing studies after working (i.e. a long break),

Earnings	+	1,300,000	Earnings	+	3,400,000
Earnings threshold	=	1,330,000	Earnings threshold	=	3,990,000
Difference	=	-30,000	Difference	=	-590,000
45% reduction	-	0	45% reduction	-	0
Basic support	+	985,800	Basic support	+	985,800
Accommodation	+	1,120,080	Accommodation	+	1,120,080
Loan for children	+	320,000	Loan for children	+	320,400
Total support (60 ECTS)	=	2,426,280	Total support (60 ECTS)	=	2,426,280
Reduction due to earnings	-	0	Reduction due to earnings	-	0
Total loan	=	2,426,280	Total loan	=	2,426,280

# Example A7:

Single parent, 2 children, living

in rented or self-owned accommodation.

# Example B7:

Single parent, 2 children, living

in rented or self-owned accommodation commencing studies after working (i.e. a long break),

Earnings	+	1,100,000	Earnings	+	2,900,000
Earnings threshold	-	1,330,000	Earnings threshold	-	3,990,000
Difference	=	-230,000	Difference	=	-1,090,000
45% reduction	-	0	45% reduction	-	0
Basic support	+	985,800	Basic support	+	985,800
Accommodation	+	1,210,500	Accommodation	+	1,210,500
Loan for children	+	640,800	Loan for children	+	640,800
Total support (60 ECTS)	=	2,837,100	Total support (60 ECTS)	=	2,837,100
Reduction due to earnings	-	0	Reduction due to earnings	-	0
Total loan	=	2,837,100	Total loan	=	2,837,100