

# Fee Refund Policy - General

## Policy Statement

To facilitate the refund process, OIHI requests that students complete the online Refund form.

Please ensure that you understand our refund process, terms & conditions. This refund policy will be provided in every student contract.

## Full refunds

The Ontario Institute for Health and Innovation (OIHI) shall refund all the fees paid by a student under a contract towards one of its vocational programs in the following circumstances:

1. The contract is rescinded by the student within two days of receiving a copy of the contract.
2. OIHI discontinues the vocational program before the student completes the program.
3. OIHI charges or collects fees,
  - a. Before the vocational program was approved by the Superintendent, or
  - b. Before entering into a contract with the student, if the fees collected surpass \$500.
4. OIHI expels the student in a manner or for reasons that are contrary to its Suspension and Expulsion policy.
5. OIHI employs an instructor who is not qualified to teach all or part of the program under the OCC Act. 2005 regulations.
6. If the contract is rendered void by the student, as per the Ontario regulation 415/06 under the OCC Act. 2005
7. If OIHI fails to, or does not accurately, inform the Superintendent of a fee that students may pay the college in the course of their studies, it will pay the student:
  - a. In the case of a fee not provided by OIHI, the full amount of the fee and;
  - b. In the case of a fee exceeding the amount provided to the Superintendent, the difference between the amount provided and the fee collected.
8. A full refund is not payable under section 1.2. if the program is discontinued due to OIHI ceasing its operations.
9. A full refund is not payable unless the student gives OIHI a written request for the refund.
10. OIHI will issue full refunds under this section within 30 days of the day the student delivers:
  - a. In the case of a rescission, notice of the rescission; or
  - b. In the case of a refund under sections 1.1. to 1.6., a written request for the refund. Students can do so by completing the online Refund form.

11. All refunds will be returned to the original payor(s) and original payment method.

## **Partial refunds where student does not start program**

If a student is admitted to one of OIHI' programs, pays fees and subsequently does not start the program, OIHI will refund part of the fees paid by the student in the following circumstances:

1. The student gives the college notice that he or she is withdrawing from the program before their start date.

Students must give OIHI written notice of their withdrawal. They can do so by completing the online Withdrawal Form, which can be found on OIHI' website.

2. In the case of a student who is admitted to one of OIHI' programs on the condition that they meet specific admission requirements before their start date, the student fails to meet the requirements before that day.

If a student fails to meet the admissions requirements before the day the program commences, they will be given the opportunity to start classes within the "late enrollment window", on the condition that they provide the missing admission documentation before that time. If they fail to do so, they will be given the option to defer their studies. If a student wishes to defer their studies, they will not be provided with a partial refund, but the fees already paid will be carried over. Students will need to sign a contract amendment in the above case.

If a student does not wish to defer their program, they will be withdrawn, and the college will refund part of the fees paid, in accordance with this policy.

3. The student does not attend the program during the first 14 days and OIHI gives written notice to the student that it is cancelling the contract no later than 45 days after the student's expected start date.
4. The amount of a refund under section 2.1 to 2.3 will be equal to the full amount paid by the student minus \$500, or 20% of the program, whichever is less.
5. A refund under sections 2.1. to 2.3. will be paid:
  - a. In the case of a refund under section 2.1., within 30 days of the day the student gives notice of withdrawing from the program;
  - b. In the case of a refund under section 2.2, within 30 days of the student's intended start date;
  - c. In the case of a refund under section 2.3., within 45 days of the student's intended start date.

## Partial refunds: withdrawals and expulsions after program started

OIHI will give a student who starts their program a refund of part of the fees paid in respect of the program if, at a time during the program determined under section 3.3.:

1. The student withdraws from the program after the program has started; or Students must give OIHI written notice of their withdrawal. They can do so by completing the online Withdrawal Form, which can be found on OIHI' website.
2. The student is expelled from the program in circumstances where the expulsion is permitted under the Suspension and Expulsion policy.

Students who are expelled from their program will receive a written notice of expulsion using the contact information they provided the college during their application. The expulsion takes effect the date the notice is sent to the student.

3. A private career college shall pay a partial refund under sections 3.1. and 3.2. only if the withdrawal or expulsion from the program occurs during the first half of the program.
4. If the student withdraws or is expelled from one of OIHI' programs within the first half the program, the amount of the refund that OIHI will pay the student will be equal to the full amount of the fees paid by the student minus:
  - a. \$500 or 20% of the program, whichever is less;
  - b. The portion of the fees owed to OIHI in respect of the educational services provided/made available to the student during the period of time leading up to their withdrawal or expulsion.

The amount owed by the student will be calculated based on the number of weeks of attendance, compared to the total duration of the program.

5. If the student withdraws or is expelled from one of OIHI' programs during the second half of the program, OIHI is not required to pay the student any refund.

## No retention of refund

OIHI will not retain, by way of deduction or set-off, any refund payable to a student under this policy in order to recover an amount owed by the student in respect of any service or program other than a vocational program offered by OIHI.

## Treatment of books and equipment

1. In calculating a refund under this policy, OIHI may retain the retail cost of books or equipment that have been supplied to the student if the student:

- a. Fails to return the books or equipment to OIHI within 10 days of the student's withdrawal or expulsion from the program; or
  - b. Returns the books or equipment to OIHI within 10 days, but fails to return them unopened or in the same state they were in when supplied.
2. Digital textbooks are issued on a one-time use and activation method basis, and therefore cannot be returned or refunded once issued to the student.

## Refund for International students

1. A notice to OIHI that is provided by or on behalf of an international student or of a prospective international student and that states that the student has not been issued a temporary resident visa as a member of the student class under the Immigration and Refugee Protection Act (Canada) is deemed to be:
  - a. Notice of a rescission of the contract if the notice is given within two days of receiving a copy of the contract; and
  - b. Notice that the student is withdrawing from the program if the notice is received on or before half of the program has elapsed.

Refunds for students in this situation will be handled in accordance with Section 3.

2. All International "Program Fees" include "Tuition Fees" and the "International Student Fee" of \$2,500. The "International Student Fee" consists of specialized services used by and for international students, such as document processing, admissions pre-screening, standardized testing and compliance reporting.
3. All refunds will be returned to the original payor(s) and original payment method. We strongly advise students to remit their payments directly to OIHI themselves, unless they are facilitating the payments through their agency.
4. Please note that bank charges may apply for refunds processed by bank transfer or by international payment platforms (e.g., PayMyTuition, Stripe).

## Currency

Any refund provided by OIHI will be paid in Canadian dollars (\$CAD).

\*Please note that bank charges may apply for refunds processed by bank transfer or by international payment platforms (e.g., PayMyTuition).

All refunds will be paid to the person or entity that originally paid the fees. If the banking information/payment method used to pay the fees originally has changed, it is the person or entity's responsibility to communicate these changes to OIHI by completing the Refund form through the agent or student portal.

If you are an OSAP student, your tuition and fees refund may be returned to the National Student Loans Centre (NSLC), as per the OSAP terms and agreements.

## Currency Related Legislation

- Ontario Career Colleges Act, 2005
- O. Reg. 415/06: General