

Pre-1986/Post-1990 Hepatitis C Settlement Claim Application Package

Family Member and/or Dependant

The Settlement: Who is it for?

The Pre-1986/Post-1990 Hepatitis C Settlement Agreement is for the benefit of people infected with Hepatitis C through the blood system in Canada prior to January 1, 1986 or between July 2, 1990, and September 28, 1998, and certain members of their families.

This Claim Application Package Contains:

- A Privacy Statement
- Instructions
- Definitions
- Claim Application and Forms (**Please retain booklet - Detach Claim Application and Forms as applicable**)

Privacy Statement

Personal information is collected, used, and retained by the Settlement Administrator pursuant to the Personal Information Protection and Electronics Documents Act. S.C. 2000, c.5 (PIPEDA):

- For the purpose of operating and administering the Pre-1986/Post-1990 Hepatitis C Settlement;
- To evaluate and consider the claimant's eligibility under the Settlement; and
- Is strictly private and confidential and will not be disclosed without the express written consent of the claimant except as provided for in the Settlement.

Instructions

These instructions provide basic guidelines for submitting claims under the Settlement. In the case of contradiction between these instructions and the Settlement Agreement, the Settlement Agreement shall prevail. For more detailed information, please refer to the Settlement Agreement, which can be viewed or downloaded at www.pre86post90settlement.ca.

How to Contact the Administrator

Telephone: 1-866-334-3361
e-mail: preposthepc@crawco.ca
Fax: 1-888-842-1332

The completed Claim Application Package must be submitted to the Settlement Administrator at the following address:

**Pre-1986/Post-1990 Hepatitis C
Settlement Administrator
Suite 3 – 505, 133 Weber Street North
Waterloo (Ontario) N2J 3G9**

If you require assistance or advice regarding completion of the Claim Application Package or have any questions related to your claim, you may seek assistance from the Administrator or retain legal counsel at your own expense.

Claimants may contact the Settlement Administrator and obtain application forms in either English or French. Claimants, personal representatives or their legal representatives should advise the Settlement Administrator, in writing, of any changes or corrections in address, name, phone number or legal representation.

First Claim Deadline – JUNE 30TH, 2010

No person may file a Claim after June 30th, 2010 except:

1. where a Class Member was infected with Hepatitis C after July 1, 1990, and fails to submit an application by no fault of their own; or
2. where an application is made by a Family Member or Dependant within one year following the date on which the application submitted on behalf of the HCV Infected Class Member from whom the claim is derived was approved; or
3. where an application is made up to one year after the applicant attains his or her age of majority; or
4. where an application is made within three years following the date upon which the HCV Infected Class Member first learned of his or her infection with HCV as a result of receiving Blood in the Class Period or being infected by a Class Member who received Blood in the Class Period, and the Court having jurisdiction over that person grants them leave to apply for compensation.

FINAL Claim Deadline - JUNE 30TH, 2016

Notwithstanding the above, the final deadline for submitting claims under this Agreement is June 30, 2016.

Deadline for a Family Member Claim

Family Members must submit an application form to the Administrator within one year after the date of approval of an application for compensation under this Agreement by or on behalf of the HCV Infected Class Member or within one year of the claimant attaining his or her age of majority, whichever is the last to occur.

Deadline for a Dependant Claim

Dependants must submit an application form to the Administrator within one year after the death of the HCV Infected Class Member or within two years after the Implementation Date or within one year of the claimant attaining his or her age of majority, whichever event is the last to occur.

Alternative Contact With the Administrator

If, for any reason, you require a person other than yourself to communicate with the Administrator on your behalf, you must complete **FORM A – Section G – Contact Authorization** to indicate your written consent to have this person speak with the Administrator about your confidential file.

Class Members

Types of Class Members:

1. Family Member

- Family Members who may be entitled to payment include the Spouse, Child, Grandchild, Parent, Grandparent or Sibling of an HCV Infected Class Member.

2. Dependant

- Dependants can make a Claim only if the HCV Infected Class Member is deceased.
- Dependant may include the Spouse, Child, Grandchild, Parent, Grandparent, Sibling or former Spouse of an HCV Infected Class Member to whom that person was providing support or was under a legal obligation to provide support on the date of the HCV Infected Class Member's death.

Claim Application Package

The Claim Application Package for Family Members and/or Dependants includes the following forms:

FORM A Family Member and/or Dependant Form

FORM B Authorization to Release Other Settlement Information

Completing the Claim Application Package

Who Should Complete the Claim Application and Forms?

Family Members and/or Dependants

Each person claiming as a Family Member and/or Dependant must provide the Administrator with fully completed and signed FORMS A and B.

Family Members of alive HCV Infected Class Members approved at Disease Level 2, 3, 4, 5, or 6 are eligible for compensation.

Family Members of deceased HCV Infected Class Members who had attained Disease Level 4 or higher prior to death are eligible for compensation if the infection with HCV materially contributed to the death.

Family Members and/or Dependants may not make a Claim if the HCV Infected Class Member or his or her HCV Personal Representative opted out.

If the Family Member and/or Dependant is a minor or a mentally incompetent adult, FORMS A and B must be signed by his or her personal representative (you must include legal documentation demonstrating proof of your authority to act as the representative of the minor or the mentally incompetent adult).

Other Documentation

When completing the application and forms, you will see that you need to provide the Administrator with additional supporting documentation. Please make sure to send in copies of these additional supporting document with your completed Claim Application Package, as they are required to establish your eligibility.

Please note: The Administrator urges you to keep copies of your application and forms and all additional supporting documentation.

Submission Checklist

Is Your Claim Application Complete?

FORM A – Family Member and/or Dependant Form

- You must complete and sign FORM A.
- You must submit legal documentation establishing your relationship to the HCV Infected Class Member i.e. a marriage certificate, baptismal certificate or long form birth certificate.
- If the Family Member is a minor or a mentally incompetent adult:
 - his or her Personal Representative must sign the forms; and
 - the Court order or other official document(s) (or a copy certified to be a true copy by a lawyer or notary) as proof of your authority to act as the representative of the minor or the mentally incompetent adult.

FORM B – Authorization to Release Other Settlement Information

- FORM B must be completed and signed.

Processing Your Claim - Step by Step

Step 1

You must mail the completed claim application, forms and supporting documentation to the Administrator.

Step 2

The Administrator will scan your claim application and supporting documentation into the computer system.

Step 3

An Evaluator will review your application and supporting documentation to determine if your application submission is accurate and complete.

Step 4

Once your application submission is complete, an Evaluator will recommend that your Claim be approved or denied. A Supervisor will review and confirm the decision.

Step 5

If your Claim is approved, a Full and Final Release will be mailed to you.

If your Claim is denied, you will be notified in writing of the Administrator's decision and of your right to appeal that decision.

Step 6

You should carefully review, sign and date the Release in the presence of a witness (person who has reached the age of majority in his or her province). You must return all pages of the original Release to the Administrator by mail.

Step 7

The Administrator will make a request for funding equal to the total amount of approvals for the month. Requests for funding are made on the fifth (5) business day of every month. Therefore, to receive your compensation in a timely manner the Administrator must receive the original signed Release no later than the third (3) business day of the month.

Step 8

Upon receipt of the funds from the Trustee the payment will be made to you. Payments are made once a month within the last ten (10) business days of the month.

Step 9

Any amount payable to a minor or mentally incompetent person will be paid to the Public Trustee or Public Curator or such other person as the law provides in the Province or Territory where the minor or mentally incompetent person resides or is deemed to reside. The Public Trustee or Public Curator will determine the manner of payment of such amount to or for the benefit of the minor or mentally incompetent person.

DEFINITIONS

The Pre-1986/Post-1990 Hepatitis C Settlement Agreement uses very specific language at times. You may wish to become familiar with the following definitions of the Settlement Agreement. Familiarizing yourself with the definitions will give you a better understanding of the Settlement Agreement.

"1986-1990 Hepatitis C Settlement Agreement" means the agreement dated June 15, 1999 entered into between Canada, the Provinces, the Territories and the representative plaintiffs in class actions brought on behalf of people infected with Hepatitis C through the blood system in Canada between January 1, 1986 and July 1, 1990, and includes all existing Schedules, Appendices and Approval Orders;

"Administrator" means the administrator appointed from time to time by the Courts pursuant to this Agreement;

"Approval Date" means the date when the last Approval Order becomes final, provided there are no material differences in the Approval Orders approved by the Courts;

"Approval Orders" means the judgments or orders of the Courts certifying the Class Actions and approving this Agreement as submitted, as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation, the common law or Quebec civil law;

"Approved Dependant" means a Dependant whose Claim made pursuant to Section 4.03 has been accepted by the Administrator;

"Approved Family Member" means a Family Member referred to in clause (a) of the definition of Family Member as defined herein, whose Claim made pursuant to Section 4.01 has been accepted by the Administrator;

"Approved HCV Infected Class Member" means an HCV Infected Class Member whose Claim has been accepted by the Administrator;

"Approved HCV Personal Representative" means an HCV Personal Representative whose claim made pursuant to Section 3.01 or Section 5.05 has been accepted by the Administrator;

"Average Industrial Wage in Canada" means the Average Weekly Earnings, unadjusted for seasonal variation for all of Canada, as published in Statistics Canada's on-line statistical data base created from The Canadian Socio-Economic Information Management System (CANSIM) data base (data series v1558664 from Table 281-0026 as of November 2006), or any successor data base, for the most recent period for which such information is published at the date the determination provided for in Section 2.05 is to be made;

“Blood” means:

- (a) in the case of Primarily-Infected Persons, except those Primarily-Infected Persons who have or had Thalassemia Major, whole blood and the following blood products: packed red cells, platelets, plasma (fresh frozen and banked), white blood cells and cryoprecipitate. Blood does not include Albumin 5%, Albumin 25%, Factor VIII, Porcine Factor VIII, Factor IX, Factor VII, Cytomegalovirus Immune Globulin, Hepatitis B Immune Globulin, Rh Immune Globulin, Varicella Zoster Immune Globulin, Immune Serum Globulin, (FEIBA) FEVIII Inhibitor Bypassing Activity, Autoplex (Activate Prothrombin Complex), Tetanus Immune Globulin, Intravenous Immune Globulin (IVIG) and Antithrombin III (ATIII); and
- (b) in the case of Primarily-Infected Hemophiliacs and those Primarily-Infected Persons who have or had Thalassemia Major, whole blood and blood products including packed red cells, platelets, plasma (fresh frozen and banked), white blood cells and cryoprecipitate and clotting factor products including Factor VII, Factor VIII and Factor IX, supplied, directly or indirectly, by the Canadian Red Cross Society. Blood does not include Albumin 5%, Albumin 25%, Cytomegalovirus Immune Globulin, Hepatitis B Immune Globulin, Rh Immune Globulin, Varicella Zoster Immune Globulin, Immune Serum Globulin, Tetanus Immune Globulin, Intravenous Immune Globulin (IVIG) and Antithrombin III (ATIII);

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“Child” includes:

- (a) an adopted child;
 - (b) a child conceived before and born alive after his or her parent’s death; or
 - (c) a child to whom a person has demonstrated a settled intention to treat as a child of his or her family;
- but does not include a foster child placed in the home of an HCV Infected Class Member for valuable consideration;

“Claim” means a claim made and a claim that may be made in the future pursuant to the provisions of this Agreement;

“Class Counsel” means the law firms of Klein Lyons, Roy Elliott Kim O’Connor, Lauzon Belanger, Kolthammer Batchelor Laidlaw, Marshall Attorneys, and Docken & Company, and such further or other lawyers or law firms and their successors and assigns as may be appointed by the Courts from time to time;

“Class Members” means all Primarily-Infected Class Members, all Secondarily-Infected Persons, all HCV Personal Representatives and all Family Members and Dependants, but excludes all persons who opt out, or are deemed to have opted-out, of a Class Action;

“Class Period” means collectively the period prior to December 31, 1985 and the period from July 2, 1990 to September 28, 1998, excluding the period from January 1, 1986 to July 1, 1990;

“Cohabit” means to live together in a conjugal relationship, whether within or outside marriage;

“Courts” mean collectively the Supreme Court of British Columbia, the Superior Court of Justice for Ontario, the Superior Court of Quebec, and the Court of Queen’s Bench of Alberta;

“Dependant” means a Family Member of an HCV Infected Class Member referred to in clauses (a) and (c) of the definition of a Family Member in this Agreement to whom that HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the HCV Infected Class Member’s death;

“EAP” means the HIV Extraordinary Assistance Plan announced by the Government of Canada on December 14, 1989;

“Family Member” means:

- (a) the Spouse, Child, Grandchild, Parent, Grandparent or Sibling of an HCV Infected Class Member;
- (b) the Spouse of a Child, Grandchild, Parent or Grandparent of an HCV Infected Class Member;
- (c) a former Spouse of an HCV Infected Class Member;
- (d) a Child or other lineal descendant of a Grandchild of an HCV Infected Class Member;
- (e) a person who Cohabited with an HCV Infected Class Member for a period of at least one year with that HCV Infected Class Member immediately before his or her death;
- (f) a person who Cohabited with an HCV Infected Class Member at the date of the HCV Infected Class Member’s death and to whom that HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the HCV Infected Class Member ‘s death; and
- (g) any other person to whom an HCV Infected Class Member was providing support for a period of at least three years immediately prior to the HCV Infected Class Member’s death; unless any person described above opts out of the Class Action in which he or she would otherwise be a Class Member;

“Grandchild” means the Child of a Child;

“Grandparent” means the Parent of a Parent;

“HCV” and **“Hepatitis C”** mean the Hepatitis C virus;

“HCV Antibody Test” means a blood test performed in Canada using a commercially available assay acceptable to the Administrator demonstrating that the HCV antibody is present in the blood of a person;

“HCV Drug Therapy” means interferon or ribavirin, used alone or in combination, or any other treatment that has a propensity to cause adverse side effects and that has been approved by the Courts;

“HCV Infected Class Member” means collectively Primarily-Infected Class Members and Secondarily-Infected Persons.

No person is an HCV Infected Class Member for the purposes of this Agreement if he or she is a Primarily-Infected Person, Primarily-Infected Hemophiliac, or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“HCV Infected Opt-Out Person” means a person who would otherwise be an HCV Infected Class Member but is not because he or she is an Opt-out Person;

“HCV Personal Representative” means the Personal Representative of an HCV Infected Class Member, whether the HCV Infected Class Member is deceased, a minor or mentally incompetent, who does not opt out of a Class Action or is not deemed to have opted-out;

“HIV” means the human immunodeficiency virus;

“HIV Secondarily-Infected Person” means a person who is entitled to receive compensation under Schedule C of the 1986-1990 Hepatitis C Settlement Agreement;

“Implementation Date” means the date 30 days after the Approval date;

“MPTAP” means the HIV Multi-Provincial/Territorial Assistance Program announced by the governments of the Provinces and Territories on 15 September 1993;

“Nova Scotia Compensation Plan” means the Nova Scotia HIV Assistance Program introduced in 1993 which provides financial assistance and other benefits to persons infected in Nova Scotia by HIV through the Canadian Blood supply;

“Opt-out Period” means 60 days from the date on which Notice of Certification is published, or such other period as may be agreed by the Parties and approved by the Courts;

“Opt-out Person” means any person who opts out, or is deemed to have opted-out, of a Class Action in which he or she would otherwise be a class member;

“PCR Test” means a polymerase chain reaction test result from a commercially available assay acceptable to the Administrator demonstrating that HCV is present in a sample of blood of the person;

“Parent” includes a person who has demonstrated a settled intention to treat a Child as a child of his or her family;

“Pension Index” has the meaning set out in Section 5.08;

“Primarily-Infected Class Member” means collectively “Primarily-Infected Person” and “Primarily-Infected Hemophiliac”. No person is a Primarily-Infected Class Member for the purposes of this Agreement if he or she is a Primarily-Infected Person or a Primarily-Infected Hemophiliac or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“Primarily-Infected Hemophiliac” means a person who:

- (a) has or had a congenital clotting factor defect or deficiency including a defect or deficiency in Factors V, VII, VIII, IX, XI, XII, XIII or von Willebrand factors;
- (b) received or took Blood during the Class Period; and
- (c) is or was infected with HCV unless:
 - (i) such person used non-prescription intravenous drugs, and such person has failed to establish on the balance of probabilities that he or she was infected for the first time with HCV by Blood; or
 - (ii) such person opts out or is deemed to have opted-out of the Class Action in which he or she would otherwise be a Class Member;

“Primarily-Infected Opt-out Person” means a person who would otherwise be a Primarily-Infected Class Member but is not because he or she is an HCV Infected Opt-out Person;

“Primarily-Infected Person” means a person who received Blood in Canada during the Class Period, including a person who has or had Thalassemia Major, and who is or was infected with HCV unless:

- (a) such person is a Primarily-Infected Hemophiliac;
- (b) it is established on the balance of probabilities by the Administrator that such person was not infected for the first time with HCV by receiving Blood in Canada during the Class Period;
- (c) such person used non-prescription intravenous drugs, and such person has failed to establish on the balance of probabilities that he or she was infected for the first time with HCV by receiving Blood in Canada during the Class Period; or
- (d) such person opts out or is deemed to have opted-out of the Class Action in which he or she would otherwise be a Class Member;

“Prime Rate” means the rate of interest per annum established and reported by the Bank of Montreal, or such other bank as the Courts may direct, to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank of Montreal, or such other bank as the Courts may direct, charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada;

“Red Cross Settlement” means the Canadian Red Cross Society CCAA Amended Plan of Compromise and Arrangement as approved by the Court;

“Releasees” means Canada, each of the past, present, and future ministers and employees of Canada, each of the past and present agents of Canada, the Canadian Blood Agency, the Canadian Blood Committee and its members, including their respective past, present, and future parent, subsidiary and affiliated corporations, employees, agents, officers, directors, shareholders, volunteers, representatives, executors, administrators, successors and assigns. Each Releasee is a

trustee for the purpose of asserting the benefit of the release covenants in this Agreement for all Releasees except Canada and holds the benefit of those covenants on their behalf as well as on its own behalf. Notwithstanding the foregoing, neither the Crown in Right of any Province or Territory nor the Canadian Red Cross Society and its successors is a Releasee;

“Secondarily-Infected Person” means:

- (a) a Spouse of a Primarily-Infected Class Member or a Primarily-Infected Opt-out Person who is or was infected with HCV by such Primarily-Infected Class Member or Primarily-Infected Opt-out Person provided the claim of the Spouse is made:
 - (i) before the expiration of three years from the date the Primarily-Infected Class Member first makes a Claim, his or her HCV Personal Representative makes the first Claim on his or her behalf or the Primarily-Infected Class Member opts out; or
 - (ii) in accordance with the provisions of Section 3.01, where an HCV Personal Representative makes the first Claim on behalf of a Primarily-Infected Class Member who is deceased; or
 - (iii) in accordance with the provisions of Section 5.01, where the Primarily-Infected Class Member has not made a Claim; or
- (b) a Child of an HCV Infected Class Member or HCV Infected Opt-out Person, and who is or was infected with HCV by such HCV Infected Class Member or HCV Infected Opt-out Person; but does not include:
- (c) such Spouse or Child, if he or she used non-prescription intravenous drugs, and fails to establish on the balance of probabilities that he or she is or was infected for the first time with HCV by:
 - (i) such Primarily-Infected Class Member or Primarily-Infected Class Member Opt-out Person, in the case of a Spouse; or
 - (ii) such HCV Infected Class Member or HCV Infected Opt-out Person, in the case of a Child; or
- (d) such Spouse or Child if he or she opts out of the Class Action in which he or she would otherwise be a Class Member;

No person can be a Secondarily-Infected Person for the purposes of this Agreement if he or she is any of a Primarily-Infected Person or Primarily-Infected Hemophiliac or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“Sibling” means a Child of one or both of the Parents of an HCV Infected Class Member;

“Spouse” means:

- (a) either of two persons who,
 - (i) are married to each other;
 - (ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under this Plan;
 - (iii) have Cohabited for at least two years; or
 - (iv) have Cohabited in a relationship of some permanence if they are the Parents of a Child;

“Termination Date” means the date on which the Courts declare that this Agreement is terminated;

“Traceback Procedure” means a targeted search for and investigation of the donor and/or the units of Blood received by an HCV Infected Class Member.

Form A - Family Member and/or Dependant Claim Application

Strictly Private and Confidential

Section A – Family Member and/or Dependant

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ Province/Territory _____ Postal Code _____

Country _____ Date of Birth _____
(Month Day Year)

Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____

Section B – Personal Representative

Complete this section if you are submitting a Claim for a Family Member and/or Dependant who is a minor or mentally incompetent adult.

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ Province/Territory _____

Postal Code _____ Country _____

Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____

Please attach a copy of the Court order or other official document(s) or a copy certified to be a true copy by a lawyer or notary or such other proof of your right to act for the Family Member and/or Dependant and check the box below describing the person you represent.

A minor

A mentally incompetent adult

Section C – HCV Infected Class Member Information

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ Province/Territory _____ Postal Code _____

Country _____ Date of Birth _____
(Month Day Year)

Province/Territorial Health Number _____ Province/Territory of Health Plan _____

Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____

Section D – Legal Representative Identification

Complete this section ONLY if a lawyer is representing you. All correspondence will be sent to your legal representative. If you change your legal representation or cease to retain your legal representative, you must notify your former legal representative AND the Administrator in writing.

Name of Law Firm _____

Lawyer Last Name _____ Lawyer First Name _____

Address _____

City _____ Province/Territory _____ Postal Code _____

Fax (_____) _____ - _____ Phone (_____) _____ - _____

Email _____

Section E – Type Of Claim

Please indicate the type of Claim you are submitting.

NOTE: You may be entitled to file a Claim as a Family Member and/or as a Dependant.

1. I am a Family Member of a HCV Infected Class Member.

Indicate your relationship to the HCV Infected Class Member (if the HCV Infected Class Member is deceased, indicate your relationship with the HCV Infected Class Member at the time of his or her death).

- Spouse
- Parent
- Grandparent
- Child over 21
- Child under 21
- Grandchild
- Sibling

2. I am also a Dependant to whom the HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the HCV Infected Class Member's death.

3. I am a former Spouse and a Dependant to whom the HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the HCV Infected Class Member's death.

Please include document(s) demonstrating proof of relationship to the HCV Infected Class Member (e.g. marriage certificate, birth certificate, proof of cohabitation).

Marriage or Cohabitation

If you are making a Claim as the Spouse of an HCV Infected Class Member, please indicate the date of your marriage or the date of first cohabitation with the HCV Infected Class Member.

Date of marriage _____
(Month Day Year)

Copy of marriage certificate enclosed

Date of cohabitation _____
(Month Day Year)

Proof of cohabitation enclosed (e.g. affidavit)

Separation, Divorce or End of Cohabitation

If applicable, please identify the date of separation or, date of divorce or date of end of cohabitation. You must provide evidence of the date of separation.

Date of separation _____
(Month Day Year)

Separation agreement enclosed

Date of divorce _____
(Month Day Year)

Divorce judgment/decree enclosed

Date of end of cohabitation _____
(Month Day Year)

Affidavit enclosed

Section F – Related Compensation Programs

1. Have you as a Family Member applied for and/or received benefits from any of the following Settlements related to the Hepatitis C virus?

(a) 1986-1990 Hepatitis C Settlement

Yes Claim number _____ Compensation received \$ _____
 No

(b) Settlement Agreement in the Pre-1986, Post-1990 Hepatitis C Claims against the Canadian Red Cross Society (CRCS)

Yes Claim number _____ Compensation received \$ _____
 No

Section G – Contact Authorization

I authorize the Administrator to speak with _____ my _____ on my behalf.
(Name) (Relationship)

Section H – Certification

I certify that the information provided is true and correct. I am not making any false or exaggerated Claims to obtain benefits that I am not entitled to receive.

Date Signed (Month Day Year)

Claimant's Signature
(or representative of minor or mentally incompetent adult)

Important Notice

Any person who submits a claim form to the Administrator containing intentionally inaccurate and/or false information to obtain undue benefits under the Agreement is liable to criminal or civil action.

FORM B - Authorization to Release Other Settlement Information

Strictly Private and Confidential

Section A - Family Member and/or Dependant

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ Province/Territory _____ Postal Code _____

Country _____ Date of Birth _____
(Month Day Year)

Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____

Section B – Personal Representative

Complete this section if the Family Member and/or Dependant is a minor or a mentally incompetent adult.

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ Province/Territory _____

Postal Code _____ Country _____

Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____

Section C – HCV Infected Class Member

Last Name _____ First Name _____ Middle Initial _____

Date of Birth _____
(Month Day Year)

Section D - Authorization

The undersigned hereby gives authorization and consent to the Administrator of:

1. The 1986-1990 Hepatitis C Settlement; and
2. The Settlement in the Pre-1986, Post-1990 Hepatitis C Claims against the Canadian Red Cross Society;

to release to the Administrator of the Pre-1986/Post-1990 Hepatitis C Settlement Agreement the information requested in Section E of this Authorization.

Date Signed (Month Day Year)

Claimant's Signature
(or representative of minor or mentally incompetent adult)

FOR INTERNAL PURPOSES ONLY - NOT TO BE COMPLETED BY CLAIMANT

SECTION E – INFORMATION TO BE RELEASED

I am a representative of the following Settlements:

- The 1986-1990 Hepatitis C Settlement; or
- The Red Cross Settlement

1. Has an application been made to the Settlement you represent in respect of the Family Member and/or Dependant named in Section A?

- Yes No

2. Is the file in respect of the Family Member and/or Dependant now closed under the Settlement you represent?

- Yes No

3. Was compensation paid to or for the Family Member and/or Dependant under the Settlement you represent?

- Yes No

4. State the amount of compensation received by/on behalf of the Family Member under the Settlement you represent.

\$ _____
Amount Received

Date Signed (Month Day Year)

Signature of the Representative of the Settlement Administrator

Print Name

