

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

HCV Infected Class Member

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 HCV Infected Class Members Who Have Died

The HCV Personal Representative of an HCV Infected Class Member who has died must submit an application form to the Administrator, within three years after the death of such HCV Infected Class Member or within two years after the Implementation Date, whichever event is the last to occur.

Deadline for Secondarily-Infected Person

A Spouse of a Primarily-Infected Class Member must submit an application form to the Administrator 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.

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 1 – Section H – 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. HCV Infected Class Member

- **Primarily-Infected Class Member**
Primarily-Infected Person
Primarily-Infected Hemophiliac.
- **Secondarily-Infected Person**

2. HCV Personal Representative

The person may represent:

- A deceased Primarily-Infected Class Member or a deceased Secondarily-Infected Person; or
- A living Primarily-Infected Class Member or a living Secondarily-Infected Person who is either a minor or a mentally incompetent adult.

3. 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.

4. 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 includes the following forms:

- FORM 1** General Information Form
- FORM 2** Treating Physician Form
- FORM 3** Statutory Declaration Form
- FORM 4** Authorization to Initiate Traceback Procedure and/or to Release Information
- FORM 5** Blood Transfusion History Form
- FORM 6** Authorization for Release of Information by HCV Infected Class Member or HCV Personal Representative
- FORM 7** Authorization to Release Other Settlement Information
- FORM 8** Uninsured Funeral Expense Form
- FORM 9** 1) Instructions for Claiming Past Loss of Income and/or Loss of Support
2) Past Loss of Income and/or Loss of Support Form
- FORM 10** Past Loss of Services in the Home Form

Completing the Claim Application Package

Who Should Complete the Claim Application and Forms?

Primarily-Infected Class Members

You must provide the Administrator with a fully completed Claim Application Package.

You must sign every form except FORM 2 (must be completed and signed by the Treating Physician).

If the Primarily-Infected Class Member is a minor, a mentally incompetent adult or has died, the application and forms must be completed and signed by the HCV Personal Representative.

Secondarily-Infected Persons

You must provide the Administrator with a fully completed Claim Application Package.

You must sign every form except FORM 2 (must be completed and signed by the Treating Physician).

If the Secondarily-Infected Person is a minor, a mentally incompetent adult or has died, the application and forms must be completed and signed by the HCV Personal Representative.

In addition, unless the Primarily-Infected Class Member has already done so, you must provide the Administrator with completed forms about the Primarily-Infected Class Member who is the source of your entitlement to claim even if he or she has died, opted out or is not making a Claim.

Family Members and/or Dependants

A different Claim Application Package is available for Family Members and/or Dependants.

Contact the Administrator if you require a Family Member and/or Dependant Claim Application Package.

HCV Personal Representative of the Deceased HCV Infected Class Member

If you are claiming as the HCV Personal Representative on behalf of the **Estate** of a Primarily-Infected Class Member or Secondly-Infected Person, you must provide, unless the required proof has already been delivered to the Administrator, a fully completed Claim Application Package and legal documentation demonstrating proof of your authority to act as the HCV Personal Representative for the Estate of the deceased.

The HCV Personal Representative of the Estate must sign every application and forms except FORM 2 (must be completed and signed by the Treating Physician).

HCV Personal Representative of the HCV Infected Class Member who is a Minor or a Mentally Incompetent Adult

If you are claiming as the HCV Personal Representative of a **minor** or a **mentally incompetent adult**, you must provide the Administrator with a fully completed Claim Application Package.

You must submit 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 the right of the claimant to act for the HCV Infected Class Member.

The HCV Personal Representative of the minor or mentally incompetent adult must sign every application and form except FORM 2 (must be completed and signed by the Treating Physician).

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 1 – General Information Form

- Every person making a Claim must complete and sign FORM 1.
- The following documentation must accompany the completed FORM 1 to support your Claim:

If the HCV Infected Class Member is deceased:

- an original or notarial copy of the medical death certificate and/or autopsy report;
- the original certificate of appointment of estate trustee, grant of probate, letters of administration, notarial will, (or a copy certified to be a true copy by a lawyer or notary) or such other proof of the right of the claimant to act for the estate of the deceased.

If you are the HCV Personal Representative of a minor or mentally incompetent adult:

- 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 the right of the claimant to act for the HCV Infected Class Member.

FORM 2 – Treating Physician Form

- FORM 2 must be completed by a Treating Physician for each claimant who is a Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major), or Secondarily-Infected Person, even if he or she has died.
- An HCV Antibody Test result (RIBA or test performed in 1997 or after) or a PCR Test result (performed in 1998 or after) must be submitted.
- Requested test results and reports to support Disease Level 3, 4, 5, or 6 must accompany the completed form, if applicable.
- FORM 2 - Section G must be completed by the Treating Physician in the event that a claimant is eligible for compensation for Past Loss of Income, or Past Loss of Services in the Home.

FORM 3 – Statutory Declaration Form

- FORM 3 must be signed in the presence of a Commissioner of Oaths. The Declarations have the same force and effect as if made under oath. A Commissioner of Oaths is a person authorized to take affidavits (i.e. a lawyer, a justice of the peace or a notary public for the province, territory or jurisdiction where the declaration is made).
- FORM 3 must be completed for each claimant who is a Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major), or Secondarily-Infected Person, even if he or she has died.
- If the HCV Infected Class Member is a minor, a mentally incompetent adult or has died, the person who completes and signs FORM 3 must be a person who is/was sufficiently familiar with the HCV Infected Class Member to make the required Declarations to the best of his or her knowledge, information and belief as if made under oath. The person making the Declarations may be someone other than the HCV Personal Representative, if necessary to satisfy this requirement.

FORM 4 – Authorization to Initiate Traceback Procedure and/or Release Information

- FORM 4 is required for the Primarily-Infected Person even if he or she has died (not required for Primarily-Infected Hemophiliacs, including claimants with Thalassemia Major).
- FORM 4 is required if a Secondarily-Infected Person ever received a Blood transfusion in Canada even if he or she has died.

FORM 5 – Blood Transfusion History Form

- FORM 5 is required for the Primarily-Infected Person even if he or she has died (not required for Primarily-Infected Hemophiliacs, including claimants with Thalassemia Major).
- The Primarily-Infected Person or a Treating Physician, preferably the one with the most information about the Blood transfusion history may complete FORM 5.
- FORM 5 requires that you list the Primarily-Infected Person's complete Blood transfusion history. A complete Blood transfusion history means and must include:
 - Date of every Blood transfusion received;
 - Type of Blood and number of units transfused;
 - Name of the hospital where each Blood transfusion event occurred;
 - Traceback/Lookback number, if a traceback procedure is already initiated.
- It is not sufficient to simply show Blood was matched for the Primarily-Infected Person; the record **must** show the Blood was actually transfused. The Primarily-Infected Person is requested to attach any medical, clinical, laboratory, hospital, Canadian Red Cross Society, Canadian Blood Services or Héma-Québec records in his or her possession indicating the unit numbers of any Blood transfusion he or she received in Canada.
- If the Blood transfusion records are destroyed, the Administrator requires a written confirmation from the hospital confirming their destruction and how the records came to be destroyed.
- If the Secondarily-Infected Person ever received a Blood transfusion in Canada, FORM 5 must be completed for him or her, even if he or she has died.

FORM 6 – Authorization for Release of Information by HCV Infected Class Member or HCV Personal Representative

- FORM 6 must be completed for each HCV Infected Class Member, even if he or she has died.

FORM 7 – Authorization to Release Other Settlement Information

- FORM 7 must be completed for each HCV Infected Class Member, even if he or she has died.

FORM 8 – Uninsured Funeral Expenses

- Uninsured funeral expenses are only payable if the deceased HCV Infected Class Member attained Disease Level 4 or higher prior to death and HCV materially contributed to the death.

FORM 9 – Past Loss of Income

- Refer to the Instructions enclosed with Form 9.

FORM 10 – Past Loss of Services in the Home

- Refer to FORM 10 for additional information.

Processing Your Claim - Step by Step

Step 1

You must mail the completed claim application and supporting documentation to the Administrator. As per Section 5.01(3) of the Settlement Agreement, you must submit all applications for compensation concurrently (Disease Level, Uninsured Funeral Expenses, Past Loss of Income, Past Loss of Services in the Home). However, the Administrator may not approve or pay these concurrently.

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

If applicable, a Traceback Procedure will be initiated according to the Traceback Protocol. Please note that it may take up to six (6) months to complete a Traceback Procedure once all relevant information is received.

Step 5

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 6

If your Claim is approved, a Full and Final Release will be mailed to you. In cases where the HCV Infected Class Member died before January 1, 1999, supplemental forms outlining the right to make an election regarding payment selection will be attached.

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 7

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 8

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 9

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 10

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.