

IN THE MATTER OF an appeal filed
pursuant to the *Rules for Appeals* under
the *Pre-1986/Post-1990 Hepatitis C
Settlement Agreement* and its *Protocols*

CLAIM FILE: 07-00780

REASONS FOR DECISION

INTRODUCTION

[1] The Claimant has appealed from the decision of the Administrator dated July 14, 2008, in which his claim for compensation under the *Pre-1986/Post-1990 Hepatitis C Settlement Agreement* (“*Settlement Agreement*”) was denied on the basis that he did not receive “Blood” during the Class Period, as defined in the *Settlement Agreement*.

FACTS

[2] The Claimant filed a claim for compensation under the *Settlement Agreement* that was received by the Administrator on or about October 10, 2007.

[3] In his claim, the Claimant failed to complete many of the required Forms, including the Form 3- Statutory Declaration to indicate, among other things, that he was infected with Hepatitis C during the Class Period and had never used non-prescription, intravenous drugs. He also did not provide any information on the Form 5- Blood Transfusion History Form.

[4] The Claimant forwarded a Request for Review Form dated July 22, 2008 to the Administrator. In that Request for Review, the Claimant noted in his reasons for appealing the Administrator’s decision that he “...was given tainted personal hygiene tools and subsequently contracted Hepatitis C”.

DECISION OF THE ADMINISTRATOR

[5] By letter dated July 14, 2008, the Administrator dismissed the Claimant's claim for compensation on the basis that he had failed to provide sufficient evidence that he had received "Blood" during the Class Period, as defined in the *Settlement Agreement*.

ANALYSIS

[6] The Claimant has failed to adduce any evidence in his claim for compensation to establish that he received Blood in Canada during the Class Period, as required by Article 2.01(1)(a) of the *Settlement Agreement*. Furthermore, the Claimant stated in his subsequently filed Request for Review Form that he "...was given tainted personal hygiene tools and subsequently contracted Hepatitis C", thereby admitting that he did not receive Blood during the Class Period. The Claimant has therefore not met the eligibility requirements in the *Settlement Agreement* and his appeal must be dismissed.

CONCLUSION

[7] The appeal is dismissed.

"D. McGillis"

The Honourable D. McGillis, Q.C.
Appeals Officer

DATED November 10, 2008

TO: Claimant
Fund Counsel
Administrator