

## Definitions which Pertain to Claims Involving Estates of Deceased HCV Infected Persons

<b>Administrator</b>	Means: the Administrator appointed from time to time by the Courts to administer this Plan.
<b>Approved Dependant</b>	Means: a Dependant whose Claim has been accepted by the Administrator.
<b>Approved Family Member</b>	Means: a Family Member referred to in clause (a) of the definition of Family Member whose Claim has been accepted by the Administrator.
<b>Approved HCV Infected Person</b>	Means: a HCV Infected Person whose Claim has been accepted by the Administrator.
<b>Approved HCV Personal Representative</b>	Means: a HCV Personal Representative whose Claim has been accepted by the Administrator.
<b>Child</b>	Includes: <ul style="list-style-type: none"> <li>(a) an adopted child;</li> <li>(b) a child conceived before and born alive after his or her parent's death; and</li> <li>(c) a child to whom a person has demonstrated a settled intention to treat as a child of his or her family;</li> </ul> but does not include a foster child placed in the home of a HCV Infected Person for valuable consideration.
<b>Claim</b>	Means: a claim made and a claim that may be made in the future pursuant to the provisions of this Plan.
<b>Claimant</b>	Means: the person submitting the claim.
<b>Class Members</b>	Means: collectively, all Primarily-Infected Persons, all Primarily-Infected Hemophiliacs (or persons with Thalassemia Major), all Secondarily-Infected Persons, all HCV Personal Representatives and all Family Members but excludes, for greater certainty, all persons who opt out of a Class Action.
<b>Cohabit</b>	Means: to live together in a conjugal relationship, whether within or outside marriage.
<b>Dependant</b>	Means: a Family Member of a HCV Infected Person referred to in clauses (a) and (c) of the definition of a Family Member to whom that HCV Infected Person was providing support or was under a legal obligation to provide support on the date of the HCV Infected Person's death, provided the Claim of the Dependant is made: <ul style="list-style-type: none"> <li>(a) within two years of the date of death of the HCV Infected Person;</li> <li>(b) before January 22, 2002; or</li> <li>(c) within one year of the Dependant attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application);</li> </ul> whichever event is the last to occur.

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<b>Family Member</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) the Spouse, Child, Grandchild, Parent, Grandparent or Sibling of a HCV Infected Person;</li> <li>(b) the Spouse of a Child, Grandchild, Parent or Grandparent of a HCV Infected Person;</li> <li>(c) a former Spouse of a HCV Infected Person;</li> <li>(d) a Child or other lineal descendant of a Grandchild of a HCV Infected Person;</li> <li>(e) a person of the opposite sex to a HCV Infected Person who Cohabited for a period of at least one year with that HCV Infected Person immediately before his or her death;</li> <li>(f) a person of the opposite sex to a HCV Infected Person who was Cohabiting with that HCV Infected Person at the date of the HCV Infected Person's death and to whom that HCV Infected Person was providing support or was under a legal obligation to provide support on the date of the HCV Infected Person's death;</li> <li>(g) any other person to whom a HCV Infected Person was providing support for a period of at least three years immediately prior to the HCV Infected Person's death;</li> </ul> <p>unless:</p> <ul style="list-style-type: none"> <li>(h) any person described above opts out of the Class Action in which he or she would otherwise be a Class Member; or</li> <li>(i) the HCV Infected Person described above opts out of the Class Action in which he or she would otherwise be a Class Member in which case each person described above is deemed to opt out of the Class Action in which he or she would otherwise be a Class Member;</li> </ul> <p>provided the Claim of the Family Member is made:</p> <ul style="list-style-type: none"> <li>(j) within two years of the date of death of the HCV Infected Person;</li> <li>(k) before January 22, 2002; or</li> <li>(l) within one year of the Family Member attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application);</li> </ul> <p>whichever event is the last to occur.</p>
<b>Grandchild</b>	Means: the Child of a Child.
<b>Grandparent</b>	Means: the Parent of a Parent.
<b>Guardian</b>	Includes a litigation guardian, guardian <i>ad litem</i> and other representative of a minor or mentally incompetent person in litigation proceedings.
<b>HCV Infected Person</b>	Means: a Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major) or a Secondarily-Infected Person.

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<b>HCV Personal Representative</b>	<p>Means: the Personal Representative of a HCV Infected Person who does not opt out of a Class Action, provided the Claim of the HCV Personal Representative is made:</p> <p>(a) where the HCV Infected Person has died:</p> <ul style="list-style-type: none"> <li>(i) within three years of the date of death of the HCV Infected Person; or</li> <li>(ii) before January 22, 2002;</li> </ul> <p>whichever event is the last to occur; or</p> <p>(b) where the HCV Infected Person is a minor or a mental incompetent, before July 1, 2010, unless the Claim is made:</p> <ul style="list-style-type: none"> <li>(i) within one year of the minor attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application); or</li> <li>(ii) within the three year period following the date upon which the HCV Infected Person first learned of his or her infection with HCV and the Court having jurisdiction grants leave to the person to apply for compensation.</li> </ul>
<b>Opted-Out HCV Infected Person</b>	<p>Means: an Opted-Out Primarily-Infected Person, Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major) or a person who would otherwise be a Secondarily-Infected Person but is not because he or she opts out of the Class Action in which he or she would otherwise be a Class Member.</p>
<b>Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major)</b>	<p>Means: a person who would otherwise be a Primarily-Infected Hemophiliac (or person with Thalassemia Major) but is not because he or she opts out of the Class Action in which he or she would otherwise be a Class Member.</p>
<b>Opted-Out Primarily-Infected Person</b>	<p>Means: a person who would otherwise be a Primarily-Infected Person but is not because he or she opts out of the Class Action in which he or she would otherwise be a Class Member.</p>
<b>Parent</b>	<p>Includes: a person who has demonstrated a settled intention to treat a Child as a child of his or her family.</p>
<b>Personal Representative</b>	<p>Includes: if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is a minor or mentally incompetent, the tutor, committee, Guardian or curator of the person.</p>
<b>Plan</b>	<p>Means: the Transfused HCV Plan (which is Schedule A to the Settlement Agreement) or the Hemophiliac HCV Plan (which is Schedule B to the Settlement Agreement) including its Appendices, as amended, supplemented or restated from time to time.</p>

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<b>Primarily-Infected Hemophiliac (or person with Thalassemia Major)</b>	<p>Means: a person who 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 (or a person who has or had Thalassemia Major), received or took Blood (or received a Blood transfusion) in Canada between January 1, 1986 and July 1, 1990 and who is or was infected with HCV unless:</p> <ul style="list-style-type: none"> <li>(a) 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 taken or received (or a Blood transfusion received) in Canada; or</li> <li>(b) such person opts out of the Class Action in which he or she would otherwise be a Class Member;</li> </ul> <p>provided his or her Claim is made before July 1, 2010, unless the Claim is made:</p> <ul style="list-style-type: none"> <li>(c) within one year of the person attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application); or</li> <li>(d) within the three year period following the date upon which the person first learned of his or her infection with HCV and the Court having jurisdiction grants leave to the person to apply for compensation.</li> </ul>
<b>Primarily-Infected Person</b>	<p>Means: a person who received a Blood transfusion in Canada between January 1, 1986 and July 1, 1990 and who is or was infected with HCV unless:</p> <ul style="list-style-type: none"> <li>(a) it is established on the balance of probabilities by the Administrator that such person was not infected for the first time with HCV by a Blood transfusion received in Canada between January 1, 1986 and July 1, 1990;</li> <li>(b) 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 a Blood transfusion received in Canada between January 1, 1986 and July 1, 1990; or</li> <li>(c) such person opts out of the Class Action in which he or she would otherwise be a Class Member;</li> </ul> <p>provided his or her Claim is made before July 1, 2010 unless the Claim is made:</p> <ul style="list-style-type: none"> <li>(d) within one year of the person attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application); or</li> <li>(e) within the three year period following the date upon which the person first learned of his or her infection with HCV and the Court having jurisdiction grants leave to the person to apply for compensation.</li> </ul>

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<b>Secondarily-Infected Person</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) a Spouse of a Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major), Opted-Out Primarily-Infected Person or Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major) who is or was infected with HCV by such Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major), Opted-Out Primarily-Infected Person or Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major) provided the Claim of the Spouse is made: <ul style="list-style-type: none"> <li>(i) before the expiration of three years from the date the Primarily-Infected Person or Primarily-Infected Hemophiliac (or person with Thalassemia Major) first makes a Claim, his or her HCV Personal Representative makes the first Claim on his or her behalf or the Opted-Out Primarily-Infected Person or Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major) opts out;</li> <li>(ii) where a HCV Personal Representative makes the first Claim on behalf of a Primarily-Infected Person or Primarily-Infected Hemophiliac (or person with Thalassemia Major) who is deceased: <ul style="list-style-type: none"> <li>A) before January 22, 2002; or</li> <li>B) within three years of the date of death of the Primarily-Infected Person or Primarily-Infected Hemophiliac (or person with Thalassemia Major); whichever event is the last to occur; or</li> </ul> </li> <li>(iii) where the Primarily-Infected Person or Primarily-Infected Hemophiliac (or person with Thalassemia Major) has not made a Claim, before July 1, 2010, unless the Claim is made: <ul style="list-style-type: none"> <li>A) within one year of the person attaining his or her age of majority (as defined by his or her province or territory or other place of residence at the time of application); or</li> <li>B) within the three year period following the date upon which the HCV Infected Person first learned of his or her infection with HCV and the Court having jurisdiction grants leave to the person to apply for compensation.</li> </ul> </li> </ul> </li> <li>(b) a Child of a HCV Infected Person or Opted-Out HCV Infected Person who is or was infected with HCV by such HCV Infected Person or Opted-Out HCV Infected Person;</li> </ul> <p>but does not include:</p> <ul style="list-style-type: none"> <li>(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: <ul style="list-style-type: none"> <li>(i) such Primarily-Infected Person, Primarily-Infected Hemophiliac (or person with Thalassemia Major), Opted-Out Primarily-Infected Person or Opted-Out Primarily-Infected Hemophiliac (or person with Thalassemia Major) in the case of a Spouse; or</li> <li>(ii) such HCV Infected Person or Opted-Out HCV Infected Person in the case of a Child; or</li> </ul> </li> <li>(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.</li> </ul>
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<b>Settlement Agreement</b>	Means: the agreement made as of June 15, 1999 between the FPT Governments and the plaintiffs in the Class Actions, the Courts' approval of which became final as of January 22, 2000.
<b>Sibling</b>	Means: a Child of one or both of the Parents of a HCV Infected Person.
<b>Spouse</b>	Means: <ul style="list-style-type: none"> <li>(a) either of a man and a woman who, <ul style="list-style-type: none"> <li>(i) are married to each other;</li> <li>(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;</li> <li>(iii) have Cohabited for at least two years; or</li> <li>(iv) have Cohabited in a relationship of some permanence if they are the natural Parents of a Child; or</li> </ul> </li> <li>(b) either of two persons of the same sex who have lived together in a close personal relationship that would constitute a conjugal relationship if they were not of the same sex, <ul style="list-style-type: none"> <li>(i) for at least two years; or</li> <li>(ii) in a relationship of some permanence if they are the Parents of a Child.</li> </ul> </li> </ul>

Every effort has been made to ensure the accuracy of these definitions, however in the case of any discrepancy from the Settlement Agreement or Plan, the Settlement Agreement or Plan will take precedence.