

DECISION

Claim ID: 1401751

1. On April 20, 2005, the Administrator denied the claim for compensation of the Claimant filed on the basis of qualifying as a primarily-infected person under the transfused HCV Plan and incurring out-of-pocket expenses related to procurement of medication and a traffic accident. The claim was denied on the grounds the claim is not provided for under Section 4.07 of the Plan.
2. The Claimant requested that the Administrator's denial of his claim be reviewed by an Arbitrator.
3. Following a pre-hearing telephone conference call and an exchange of correspondence, the parties filed written submissions concerning their respective positions.
4. The relevant facts are not in dispute and can be summarized as follows:
 - (a) The Claimant is an approved HCV Infected Person.
 - (b) In his claim, the Claimant stated that he is entitled to two separate sets of expenses: one for automobile mileage and parking costs related to the procurement of medication and the other for expenses resulting from a traffic accident in which he was involved.
 - (c) In regard to the claim for mileage and parking costs, the Claimant was obliged to travel to see his doctor at which time he was given a prescription for certain medication. His travel expenses to see his doctor were paid for under the Plan because his visit was for the purposes of obtaining medical advice.
 - (d) As to the claim for expenses related to a traffic accident, the Claimant asserts he became disoriented while driving as a consequence of the side effects of medication. This led to a traffic accident and related expenses.
 - (e) The Administrator denied the travel expenses related to the procurement of medication because such expenses are not included in the definition of Out-of-Pocket Expenses under Section 4.07 of the Plan. That section reads as follows:

4.07 Compensation for Out-of-Pocket Expenses

An approved HCV Infected Person who delivers to the Administrator evidence satisfactory to the Administrator that he or she has incurred or will incur out-of-pocket expenses due to his or her HCV infection that are not recoverable by or on behalf of the claimant under any public or private health care plan is entitled to be reimbursed for all reasonable costs so incurred provided:

- a. out-of-pocket expenses will include (i) expenses for travel, hotels, meals, telephone and other similar expenses attributable to seeking medical advice or generally accepted medication or treatment due to his or her HCV infection and (ii) medical expenses incurred in establishing a Claim; and
- b. the amount of the expenses cannot exceed the amount therefor in the guidelines in the Regulations issued under the Financial Administration Act (Canada) from time to time.

The Administrator's interpretation of the words "seeking medical advice or generally accepted medication or treatment" is that this applies only when the Claimant cannot apply his or her own medication or treatment and must travel to a medical facility to have medical personnel perform the treatment or provide the medication.

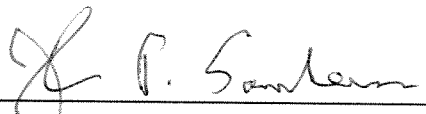
The Administrator denied the claim for the expenses associated with the traffic accident because such a claim is not covered or contemplated by Section 4.07 of the Plan.

5. Based on these facts, it is clear the Administrator's decision to deny the claim must be sustained.
6. The allowable out-of-pocket travel expenses under Section 4.07 must be attributable to seeking either medical advice or generally accepted treatment or medication due to a person's HCV infection. In this case, the Claimant was properly reimbursed for the travel expenses he incurred to see his doctor. The trip in question was to his pharmacy to fill a prescription. If, for example, he had been required to seek out a medical person to provide treatment, such as a nurse to inject a required drug, the associated travel expenses would be covered. In the circumstances of this case, I cannot disagree with the Administrator's decision that the trip to the Claimant's doctor was covered but not the trip to the pharmacy to pick up the medication. The former involved seeking medical advice and the

latter was not concerned with seeking medication or treatment as defined under Section 4.07.

7. The claim for expenses arising from the Claimant's involvement in a traffic accident is clearly not an expense attributable to seeking medical advice, medication or treatment. The accident was an unfortunate event but the out-of-pocket expenses incurred by the Claimant do not fall within the ambit of Section 4.07.
8. It is the role and responsibility of the Administrator, under the settlement agreement, to administer the Plan in accordance with its terms. The Administrator has an obligation under the Plan to review each claim to determine whether the required proof for compensation exists. The words of Section 4.07 of the Plan are clear and unambiguous that the Administrator has no alternative but to reject the claim in circumstances such as these. The Administrator must administer the Plan in accordance with its terms and he does not have the authority to alter or ignore the terms of the Plan. An Arbitrator, called upon to review a decision of the Administrator is also bound by the terms of the Plan and can not amend it or act contrary to its terms.
9. I acknowledge the personal feelings and frustrations of the Claimant in having his claim rejected. While that is a result that is unsatisfactory for him, neither the Administrator nor a Referee appointed under the Plan has the authority or discretion to award his claim.
10. Accordingly, for the reasons set out above, I find that the Administrator has properly determined that the Claimant was not entitled to compensation under the Plan. I further find that the Administrator's decision must be sustained.

Dated at Vancouver, British Columbia, this 14th day of February 2006.



John P. Sanderson, Q.C.
Arbitrator