

DECISION

Claimant, who alleges having received a blood transfusion in September 1989 at the Montreal General Hospital after suffering a serious accident involving a small plane, filed a claim to obtain compensation under the Transfused HCV Plan.

The Class Action Settlement Administrator rejected the claim on January 21, 2010. The Administrator indicated in his letter of refusal that Claimant had not provided sufficient evidence to support his claim that he had received blood, in Canada, during the Class Action period. Claimant has filed a request for review, asking that the Administrator's decision be reviewed by a referee, and it is in such capacity that I have studied the documentation provided to me and that I render the present decision.

Claimant is currently working out of the country, but he has given written authorization to the Administrator to speak with his brother regarding all aspects of this claim and of his request for review. I did speak with Claimant's brother who confirms that Claimant is satisfied that he has provided all necessary documentation upon which the claim is based and that Claimant does not intend to file any further documentation with the Administrator, nor does he intend to testify in person before me. I have also received written confirmation from Claimant himself giving additional information in support of his claim.

The original information provided by Claimant was that he had received a blood transfusion in September 1989 at the Montreal General Hospital.

The Vice-president of Medical Affairs for Hema-Québec indicated in October 2007 that the information provided by the Montreal General Hospital blood bank administrator was to the effect that Claimant had not received any blood product in that hospital.

Subsequently, Claimant indicated to the Fund Administrator that it should also check his medical records at the Greenville Hospital in Blanc Sablon, Québec, where Claimant would have been hospitalized after a serious accident involving a small aircraft, which occurred in September 1989. Blanc Sablon is located on the North shore of the St. Lawrence, in the very northern part of Québec. The information subsequently received from the hospital in Blanc Sablon was to the effect that Claimant had not been hospitalized in such hospital.

Further work was done by the Fund Administrator and it was established that Claimant had indeed been hospitalized in September 1988 after an air crash in Labrador, at the Grenfell Labrador Health Centre, that the patient records were available, but that there was no record of the patient having received a blood transfusion.

No other relevant information pertaining to Claimant's medical history was provided to me, other than the fact that Claimant had been hospitalized, in Saint-Jérôme, Quebec, in 1976 or 1977, after a motorcycle accident, but Claimant was unsure whether he had received a blood transfusion at that time or not.

Having studied all the documentation provided to me, I must come to the conclusion that Claimant has not established that he had received a blood transfusion, in Canada, during the period covered by the Settlement, that is from January 1, 1986 to July 1, 1990. Claimant did suffer a serious accident in September 1988 and was hospitalized briefly in Labrador and then transferred to the Montreal General Hospital. Both hospitals indicate that there was no blood or blood product transfused at their institutions.

On that basis, I must uphold the Administrator's decision to refuse compensation under the Transfused HCV Plan for the 1986-1990 period.

Claimant is clearly a Hepatitis C sufferer but the seriousness of his illness and my sympathy for him do not allow me to override the terms and conditions of the Settlement Agreement and the Transfused HCV Plan. The Settlement Agreement and the Transfused HCV Plan do not apply to the present claim and I therefore uphold the Administrator's refusal to compensate Claimant under the Transfused HCV Plan 1986-1990.

Montreal, March 31, 2010

Jacques Nols
Referee

JN/nal