

Approved Dependants Amount Protocol

Definitions

1. In addition to the defined terms contained in the Pre-1986/Post-1990 Hepatitis C Settlement Agreement (“Settlement Agreement”), which appear herein as capitalized words, the following defined terms are used in this Protocol:
 - a. **“Adjustment Factor for Date of Death”** means the factor set out in the table at Schedule C6 of the Settlement Agreement that corresponds to the number of years determined by subtracting the year of death of the Approved HCV Infected Class Member from the year in which the Claim is approved.
 - b. **“Approved Dependants Amount”** means the Value at Date of Death multiplied by the Adjustment Factor for Date of Death.
 - c. **“Joint Life Annuity Factor Prior to Age 65”** means:
 - i. Where at least one of the Dependants is a Spouse or a Permanent Dependant, the factor set out in the table at Schedule C4 of the Settlement Agreement under the column titled “Prior to Age 65” that corresponds to the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death.
 - ii. In all other situations, the Joint Life Annuity Factor Prior to Age 65 shall be the lesser of:
 1. the factor set out in the table in Schedule C4 for the column titled “Prior to Age 65” based on the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death, and
 2. the factor set out in the table in Schedule C5 for the column titled “Present Value Factor” that corresponds to the age of the youngest Dependant of the deceased HCV Infected Class Member as of that Dependant’s last birthday prior to the death of the HCV Infected Class Member.
 - d. **“Joint Life Annuity Factor After Age 65”** means:
 - i. Where at least one of the Dependants is a Spouse or a Permanent Dependant, the factor set out in the table at Schedule C4 of the Settlement Agreement for the column titled “After Age 65” based on the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death.

ii. In all other situations, the Joint Life Annuity Factor After 65 shall be the lesser of:

1. the factor set out in the table at Schedule C4 of the Settlement Agreement under the column titled "After Age 65" that corresponds to the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death, and
2. the difference arrived at by subtracting
 - a. the factor set out in the table at Schedule C4 of the Settlement Agreement under the column titled "Prior to Age 65" that corresponds to the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death,

from

- b. the factor set out in the table at Schedule C5 of the Settlement Agreement that corresponds to the age of the youngest Dependant of the deceased HCV Infected Class Member as of that Dependant's last birthday prior to the death of the HCV Infected Class Member

- e. "**Loss of Net Income**" means an amount equal to $\frac{8}{11}$ ths of 70 per cent of the HCV Infected Class Member's Pre Claim Net Income as defined in Section 2.05(2)(b) of the Settlement Agreement, divided by the Pension Index for the middle of the three year period referenced in paragraph 2.05(2)(b) and multiplied by the Pension Index for the year of death.
- f. "**Permanent Dependant**" means a Dependant who, in the absence of the death of the HCV Infected Class Member, would by reason of disability have been expected to remain dependant on the HCV Infected Class Member for the balance of their joint lives.
- g. "**Value at Date of Death**" means the sum of the Loss of Support prior to Age 65, Loss of Services prior to Age 65, and Loss of Services after Age 65, where those amounts are calculated in accordance with this Protocol as set out below;
- h. "**Value of Services**" means an amount calculated in accordance with s. 2.06(2) of the Settlement Agreement and then divided by the Pension Index for 1999 and multiplied by the Pension Index for the year of death..

2. The Administrator will determine the Approved Dependents Amount set out in Sections 4.03 and 4.04 of the Settlement Agreement by following the steps set out below.

Step 1: Calculation of Loss of Support Prior to Age 65

3. Where the Administrator is satisfied that all the requirements of s. 2.05(1) of the Settlement Agreement have been met, Loss of Support Prior to Age 65 will be an amount equal to 70% of Loss of Net Income, expressed as an annual amount, and multiplied by the Joint Life Annuity Factor Prior to Age 65.

Step 2: Calculation of Loss of Services Prior to Age 65

4. Where the Administrator is satisfied that all the requirements of s. 2.06 of the Settlement Agreement have been met, Loss of Services Prior to Age 65 will be an amount equal to the Value of Services, expressed as an annual amount, multiplied by the Joint Life Annuity Factor Prior to Age 65.

Loss of Support and Loss of Services not payable for same period

5. Under no circumstances shall the Administrator pay an amount for both Loss of Support Prior to Age 65 and compensation for Loss of Services Prior to Age 65 for the same period. If, at the time of the filing of the first claim for Dependents compensation, the HCV Personal Representative of the deceased HCV Infected Class Member has filed a claim, then the choice, if any, of Loss of Income or Loss of Services made for past economic losses with respect to the date on which the HCV Infected Class Member died will govern the calculation of the Approved Dependents Amount.

Step 3: Calculation of Loss of Services after Age 65

6. Where the Administrator is satisfied that all the requirements of s. 2.06 of the Settlement Agreement have been met, Loss of Services After Age 65 will be an amount equal to the Value of Services, expressed as an annual amount, multiplied by the Joint Life Annuity Factor After Age 65.

Step 4: Calculate the Value at Date of Death

7. The Administrator will add together the amounts determined under Steps 1, 2 and 3 for Loss of Service Prior to Age 65, Loss of Support Prior to Age 65 and Loss of Services After Age 65, respectively. The sum of these amounts is the Value at Date of Death.

Step 5: Calculate the Approved Dependents Amount

8. The Administrator will multiply the Value at Date of Death by the Adjustment Factor for Date of Death with the resulting amount being the Approved Dependents Amount.

Allocation of the Approved Dependants Amount

9. Each Dependiant who submits a claim shall list in their application all of the Dependants of the deceased HCV Infected Class Member including their date of birth and stating whether they are minors or Permanent Dependants, their relationship to the deceased HCV Infected Class Member and their individual home addresses and telephone numbers and sign a declaration that the information is complete and that they know of no other Dependants.
10. Unless all Dependants agree on a different allocation of the Approved Dependants Amount either at the time of filing of the application or within 60 days of the mailing of notice by the Administrator to the Approved Dependants of the calculation of the Approved Dependants Amount, the procedure set out in the following paragraphs will be used to allocate the Dependants Amount. This method of allocation will be deemed to reflect the extent of support received by each Dependiant prior to the death of the HCV Infected Class Member as required by s. 4.04 (5) of the Settlement Agreement.
11. If the Dependants do not agree, the allocation of the Approved Dependants Amount shall be based upon a pro rata allocation using the factors for each Dependiant from Schedules C4 and C5.
12. For each Dependiant, a factor is determined. If the Dependiant is a Spouse or qualifies as a Permanent Dependiant, their factor is taken from Schedule C4. The factor is the sum of the factors for "Prior to Age 65" and for "After Age 65", based on the age of the HCV Infected Class Member as of his or her last birthday prior to death.
13. If the Dependiant is not a Spouse or Permanent Dependiant, the factor is the lesser of:
 - a. the sum of the factors from the table in Schedule C4 for the columns titled "Prior to Age 65" and "After Age 65" based on the age of the deceased HCV Infected Class Member as of his or her last birthday prior to death, and
 - b. the factor from the table in Schedule C5 for the column titled "Present Value Factor" based on the age of the Dependiant as of that Dependiant's last birthday prior to the death of the HCV Infected Class Member.
14. For each Dependiant, the amount payable shall be equal to the factor determined for that Dependiant, multiplied by the Dependants Amount and divided by the sum of the factors for all of the Dependants of the HCV Infected Class Member.
15. Where any Dependiant does not make a claim for compensation as a Dependiant within the applicable time limit set out in the Settlement Agreement, the share set aside for that Dependiant shall be paid pro rata to the Approved Dependants.