

**SCHEDULE 8 TO
PROTOCOL FOR COVID-19 VACCINE FACILITY NO-FAULT COMPENSATION SCHEME**

**FREQUENTLY ASKED QUESTIONS (FAQs)¹
RELATING TO THE
COVID-19 VACCINE FACILITY NO-FAULT COMPENSATION SCHEME²**

A. ABOUT THE SCHEME:

1. What is the purpose of the Scheme? And what does the Scheme cover?

The purpose of the Scheme is to provide no-fault compensation in full and final settlement of any claims to those individuals who suffer a Serious Adverse Event resulting in **permanent impairment** or death associated with the administration of a COVID-19 vaccine that is either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF).

A number of conditions need to be met:

- **in order for a claim for compensation to be receivable; and**
- **if a claim is receivable, in order for you (or the person you represent) to be eligible for and receive such compensation.**

These conditions are described in the Scheme's Protocol.

2. What does the Scheme not cover?

The Scheme does not cover, and will not provide compensation for:

- any non-Serious Adverse Events; and
- any adverse events (whether serious or non-serious) arising from a COVID-19 vaccine which has not been either:
 - procured and/or delivered by UNICEF on a Participating Country's behalf;
 - donated to a Participating Country through UNICEF; or
 - formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF).

In addition, the Scheme does not cover:

- any Serious Adverse Events arising from a COVID-19 vaccine that is either:

¹ Capitalised terms used but not defined in these Frequently Asked Questions have the meaning given to such terms under the Scheme's Protocol, including its Section 2 (Definitions).

² Version dated 24 March 2022.

- procured and/or delivered by UNICEF on a Participating Country's behalf;
- donated to a Participating Country through UNICEF; or
- formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF),

if the vaccine in question is administered after more than two years from the date on which the vaccine in question was first marketed by the manufacturer in any country (see [Schedule 1](#) (List of Vaccines) for this date); and

- any Serious Adverse Events arising from a COVID-19 vaccine either:
 - procured and/or delivered by UNICEF on a Participating Country's behalf;
 - donated to a Participating Country through UNICEF; or
 - formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF),

for which a Claim is submitted to the Administrator after the end of the Reporting Period, which is described in [Question 9](#) below.

3. **Who administers the Scheme?**

The Scheme is administered by the Scheme's administrator, ESIS Inc. (the "**Administrator**"). ESIS is an independent claims administrator with over 30 years' of relevant claims handling experience, and has secured regional centres around the world able to assist Claimants.

4. **Do I need to pay any fees to the Administrator to download or submit a Claim or other forms under the Scheme?**

No. The Administrator does **not** charge any fee for any individual to download or submit a Claim for compensation under the Scheme or for the submission of any other forms under the Scheme, including appeal forms.

You should exercise extreme caution in respect of any emails, text messages, telephone calls or other communications requesting you to make a payment as a condition for:

- submitting a Claim under the Scheme, or
- downloading or accessing a Claim Form or any other forms under the Scheme.

Do not make any such payment under any circumstances, as such emails, text messages, telephone calls or other communications are fraudulent and do not originate from the Administrator.

5. What is a Serious Adverse Event for which I can submit a Claim under the Scheme?

You can submit a Claim for compensation under the Scheme if you (or the person you represent) has suffered a “Serious Adverse Event”. This means a serious untoward medical occurrence that:

- you (or the person you represent) has suffered or sustained following the administration of a COVID-19 Vaccine which has been either:
 - procured and/or delivered by UNICEF on a Participating Country's behalf;
 - donated to a Participating Country through UNICEF; or
 - formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF); and
- results in an injury of the type described in Question 6 below.

6. What types of injuries are covered under the Scheme?

The Scheme covers serious bodily injury or illness that is suffered or sustained by a Patient and that:

- requires Hospitalisation or prolongs an existing Hospitalisation; and
- results in permanent total or partial Impairment; or
- is a congenital birth injury or illness in an unborn or new-born child of a woman who received a Vaccine and results in permanent total or partial Impairment; or
- results in death.

For the definitions of “Hospitalisation”, “Impairment” and “Patient”, please see the Scheme’s Protocol.

7. Where can I find more information about the Scheme?

You can find more information about the Scheme on this website (www.C19VaccineNFC.com).

If you have any questions about the Scheme which are not answered in these FAQs or by the information available on the Scheme’s website, you can contact the Administrator directly: (i) by email at nofaultclaims@esis.com; (ii) by regular mail at one of the Scheme’s Regional Centres; or (iii) by calling the Scheme’s Global Telephone Hotline or the direct telephone numbers of the Scheme’s Regional Centres. Please see Question 20, below, for the Administrator’s regional mailing addresses and telephone numbers.

The most efficient way to contact the Administrator is either by email at nofaultclaims@esis.com or through the “Contact Us” link on the Scheme’s website at www.C19VaccineNFC.com.

ABOUT ELIGIBILITY TO APPLY FOR COMPENSATION UNDER THE SCHEME:

8. Who can submit a Claim for compensation under the Scheme?

You can submit a Claim if you (or the person you represent) meet the following conditions:

- You have been administered a COVID-19 Vaccine that was either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF), and
- Have suffered or sustained a Serious Adverse Event which:
 - is associated with a COVID-19 Vaccine that has been either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF), or with the administration of such a vaccine; and
 - has resulted in an Injury of the types covered by the Scheme.

See Questions 5 and 6 above for more information about, respectively: (i) what is a Serious Adverse Event, and (ii) what types of injuries are covered by the Scheme. See Question 10 below on how you can find out whether the COVID-19 Vaccine that was administered to you (or to the person you represent) has been either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF).

Please note, however, that even if you (or the person you represent) meet the conditions above, this does not automatically mean that your Claim will be receivable under the Scheme or that, if your Claim is receivable, that you (or the person your represent) will be eligible to receive compensation under the Scheme. Indeed, a number of conditions need to be met:

- in order for a claim for compensation to be receivable; and
- if a claim is receivable, in order for you (or the person you represent) to be eligible for and receive such compensation.

These conditions are described in the Scheme's Protocol.

9. How long do I have to apply for compensation under the Scheme?

You will have ample time to submit to the Administrator your Claim materials (i.e., the Claim Form, the Supporting Evidence Form, and all other documents required to be submitted with those forms).

You will need to submit your Claim materials before the end of the Reporting Period described below, in order for your Claim to be considered. You can find a drawing that illustrates the Reporting Period in [Schedule 6](#) to the Scheme's Protocol.

Provided that a COVID-19 vaccine either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF), was administered to you (or to the person you represent) within the 2 years following the date on which that specific vaccine was first put on the market by the manufacturer in any country, then you will have an additional period of 36 months beyond the end of this 2-year period to submit a Claim for compensation under the Scheme.

To find out whether you received a COVID-19 vaccine that is covered by the Scheme, please read [Question 10](#) below and see [Schedule 1](#) (List of Vaccines) to the Scheme's Protocol. To find out on what date the vaccine in question was first put on the market by the manufacturer, please see [Schedule 1](#) (List of Vaccines) to the Scheme's Protocol.

To calculate the Reporting Period that applies to you (or to the person you represent), please follow these steps:

1. Using [Schedule 1](#) to the Scheme's Protocol, you need to determine what the End Point is that applies to the UNICEF-distributed vaccine that was administered to you (or to the person you represent). This End Point is indicated in [Schedule 1](#) to the Scheme's Protocol, and is 24 months from the date that the vaccine in question was first put on the market by the manufacturer in any country; and
2. Calculate the number of months and days from the date that the UNICEF-distributed vaccine was administered to you (or to the person you represent) until the day of the applicable End Point, and add another 36 months. This establishes the Reporting Period that applies to you.

If you need help with calculating the Reporting Period that applies to you (or to the person you represent), please contact the Administrator so that someone can assist you (See [Question 20](#) below for contact information).

You can apply for compensation under the Scheme within the Reporting Period described above, even if the Scheme-distributed Vaccine was administered to you (or to the person you represent) before the Scheme became fully operational. Please remember, however, that the 30-day waiting period described in [Question 14](#) below will need to be observed before you or any Registered Healthcare Professional(s) take any steps towards completing the Claim Form or the Supporting Evidence form that are to be submitted as part of the Claim materials.

10. How do I know if I (or the person I represent) received a COVID-19 vaccine distributed by the COVID-19 Vaccine Facility No Fault Compensation Scheme?

To determine whether the COVID-19 vaccine that was administered to you (or to the person you represent) is covered by the Scheme, you will need to verify whether the vaccine is included in [Schedule 1](#) of the Scheme's Protocol (List of Vaccines). To verify this, you need to know: (1) the vaccine's exact trade name, (2) the exact name of the vaccine's manufacturer; and (3) the

exact batch or lot number of the vaccine that was administered to you (or to the person you represent).

You may wish to refer to the vaccination card/record that was provided to you (or to the person you represent) to find this information, or ask the person or entity/organisation that administered the vaccine to you (or to the person you represent) to provide you with this information, so that you can compare it with the List of Vaccines in [Schedule 1](#).

11. If I (or the person I represent) received a COVID-19 vaccine that is not covered by the Scheme, can I apply for compensation under the Scheme?

No. If you (or the person you represent) received a COVID-19 vaccine that was not either: (i) procured and/or delivered by UNICEF on a Participating Country's behalf; (ii) donated to a Participating Country through UNICEF; or (iii) formally included into the Scheme (but otherwise procured and/or delivered but not by or through UNICEF), then you cannot unfortunately apply for compensation under the Scheme. The reason for this is that the Scheme only covers Serious Adverse Events following the administration of a COVID-19 Vaccine *which has been received through UNICEF or has formally been adopted by the Scheme*.

12. How do I know if I am entitled to represent a person who has died, or is a child, or is incapacitated or otherwise lacks legal capacity to submit a Claim under the Scheme? What should I do to represent such a person?

To submit a Claim for compensation under the Scheme on behalf of a Patient who has died, or is a child, or is incapacitated or otherwise lacks the legal capacity to submit a Claim, you must fulfil all of the following requirements, which are found in [Section 8\(c\)](#) of the Claim Form ([Schedule 2](#)):

- you must be the legally recognised parent, guardian, heir or legal representative (as applicable) of the Patient on whose behalf you are submitting a Claim; and
- you must submit — together with (i.e., at the same time as) the Claim — a power of attorney or a statement that has been notarised by a Notary Official. The aforementioned notarised power of attorney or statement will need to:
 - *In all cases*: Confirm that you are the legally recognised parent, guardian, heir or legal representative (as applicable) of the Patient on whose behalf you are submitting a Claim; and
 - *In the event the person has died*: Additionally confirm that: (A) you are the duly-authorized and legally recognised representative of all legal heirs of the Patient on whose behalf you are submitting a Claim (and the names of all such legal heirs must be listed in the power of attorney or statement); and (B) you have all necessary rights, powers and authority to represent, act for and bind all of such legal heirs; and (C) there are no other legal heirs of the Patient on whose behalf you are submitting a Claim, other than those legal heirs who are listed in the power of attorney or statement.

ABOUT THE CLAIMS PROCESS:

13. In what language(s) are the Scheme's forms available and accepted? Can I complete and submit the Scheme's forms and supporting documents in other languages?

The Scheme's forms (together with accompanying instructions on how to complete and submit them) will be made available in English on the Scheme's website (www.C19VaccineNFC.com).

You should complete and submit the Scheme's forms in English in order for these forms and documents to be considered by the Administrator. Any Scheme forms that are completed or submitted in any other languages will be rejected and will not be considered.

However, any additional documents or information that are required or permitted to be provided with the Scheme's forms, or are requested by the Administrator, can be submitted in another language, if they are not available in English.

14. Is there a waiting period before I can submit a Claim under the Scheme? Why do I need to wait 30 days following the administration of a vaccine distributed by UNICEF, before I can complete a Claim and/or ask a Registered Healthcare Professional to complete the Supporting Evidence form?

- There is indeed a waiting period, except in the case of death as provided below. You must wait at least 30 days following the date on which the Vaccine was administered to you (or to the person you represent) before you and any Registered Healthcare Professional, as applicable, take any steps towards completing and submitting the Claim Form ([Schedule 2](#)) and the Supporting Evidence Form ([Schedule 3](#)).

The reason for this 30-day waiting period is to allow Registered Healthcare Professionals to determine whether the adverse event which you have suffered (or the person you represent, has suffered) is indeed serious. This avoids persons who suffer non-serious adverse events associated with a COVID-19 vaccine covered by the Scheme, or with the administration of such a vaccine, submit a Claim for compensation under the Scheme. Non-serious adverse events are not covered by the Scheme.

- The 30 days waiting period does not apply in the case the person you represent has died following the administration of a COVID-19 vaccine covered by the Scheme, and the death is considered by a Registered Healthcare Professional to have been caused by this vaccine or its administration.

15. What forms and documents do I need to submit to apply for compensation under the Scheme? Do I need to submit all Claim materials at the same time?

To apply for compensation under the Scheme, you need to submit *all Claim materials at the same time* to the Administrator. The Claim materials consist of:

- the Claim Form ([Schedule 2](#)) duly completed, signed and dated by you; and
- the invoices, receipts or other proof of payment of any medical expenses (including Hospital fees) incurred as a consequence of the injury or illness suffered by the Patient for whom the Claim is being submitted; and

- in the event the Patient has died, or is a child, or is incapacitated or otherwise lacks the legal capacity to submit a Claim, then you will also need to provide a power of attorney or statement (duly notarised) that meets the requirements set forth in [Section 8\(c\)](#) of the Claim Form ([Schedule 2](#)). Please see Question 12 above for more information about the requirements that apply to this power of attorney or notarised statement; and
- the Supporting Evidence Form ([Schedule 3](#)) duly completed, signed and dated by one or more Registered Healthcare Professional(s); and
- the documentation required to be submitted by the Registered Healthcare Professional(s) together with the Supporting Evidence Form ([Schedule 3](#)).

16. In what ways can I submit the Claim Form and other Scheme forms? Can I apply by phone?

Please note that you cannot complete or submit a Claim or any other Scheme forms by phone, and that the Administrator cannot complete or submit any Scheme forms for you.

All of the Scheme forms can be submitted to the Administrator through any of the following means:

- Online, by uploading them to the Scheme's website (www.C19VaccineNFC.com); and
- By email, by emailing them to nofaultclaims@esis.com; and
- By regular mail, to one of the Scheme's Regional Centres mailing addresses.

17. What is the deadline to submit a Claim under the Scheme? What happens if I miss the deadline to submit a Claim?

If you (or the person you represent) received a COVID-19 Vaccine covered by the Scheme, then you must submit the complete Claim materials to the Administrator within the Reporting Period that applies to you (as described in [Question 9](#) above). The complete Claim materials include the Claim Form, the Supporting Evidence form and all other documents required to be submitted with the Claim Form and Supporting Evidence form.

If you do not submit the complete Claim materials before end of the Reporting Period that applies to you (as described in [Question 9](#) above), then you will unfortunately no longer be able to apply for compensation under the Scheme. If you submit a Claim Form or other Claim materials after the Reporting Period that applies to you, then your Claim will be rejected by the Administrator and cannot be considered.

18. Will I automatically receive compensation under the Scheme if: (a) I submit a Claim and Supporting Evidence, or (b) if I have been notified by the Administrator that my Claim and Supporting Evidence have been accepted as a Receivable Claim?

No. The submission of a Claim Form and Supporting Evidence Form to the Administrator does not automatically entitle you (or the person you represent) to receive a compensation payment under the Scheme. Similarly, the fact that the Administrator has notified you that your Claim has

been accepted as a Receivable Claim under the Scheme does not, in and of itself, entitle you (or the person you represent) to receive payment of compensation under the Scheme.

The conditions for a Claim to be receivable, and the conditions for you (or the person your represent) to be eligible for and to receive compensation are described in the Scheme's Protocol.

19. Who can have access to the information and documents that I submit in connection with a Claim?

The following persons may have access to, and examine, the personal, medical or other relevant information/records of you (or of the person for whom you are submitting the Claim):

- The Administrator;
- The members of the Review Panel;
- The members of the Appeals Panel;
- Any other persons representing and/or advising any of the persons mentioned above; and
- Any other persons or entities mentioned in the ESIS, Inc. Privacy Policy for Covid-19 Vaccine Facility No-Fault Compensation Scheme.

In addition to the above, the personal and medical data of your (or of the person on whose behalf you are submitting a Claim) may be shared with any local health services and/or any local law enforcement or other government agencies, any intergovernmental organisations and any international institutions as may be required from time to time for the purposes of law enforcement, the detection of criminal activity, risk profiling of vaccines or any other reasonably proportionate activity which may from time to time be required in connection with your Claim or any appeals or other proceedings arising from or relating to it.

For more information, please refer to the ESIS, Inc. Privacy Policy for Covid-19 Vaccine Facility No-Fault Compensation Scheme.

D. QUESTIONS ON WHO TO CONTACT:

20. Who do I contact if I have questions about the Scheme, a Claim or any Scheme forms, or if I need help with completing or submitting a Claim or other Scheme forms?

If you have questions about the Scheme, a Claim or any of the Scheme's forms and these questions are not answered by these FAQ or other information available on the Scheme's website, you can contact the Administrator by any of the following means:

- By email, by writing to nofaultclaims@esis.com; or
- By regular mail, to one of the Scheme's Regional Centres mailing addresses; or

- By telephone during regular business hours/days, either:
 - By calling the Scheme’s Global Hotline at 00-1-404-905-8883. Please note that the telephone number for the Global Telephone Hotline may be toll-free or at-cost to the Claimant, depending on which country the Claimant is calling from. Claimants should verify whether or not any calling charges apply before calling the Global Telephone Hotline.
 - Or by calling any of the (at-cost) direct telephone numbers of the Scheme’s Regional Centres (as detailed at [Contact Us by Phone](#)).

The most efficient way to contact the Administrator is by email at nofaultclaims@esis.com or through the “Contact Us” link on the Scheme website at www.C19VaccineNFC.com.

21. Who should I contact for the required Supporting Evidence?

You should contact the Registered Healthcare Professional(s) who has (have) treated you (or the person you represent) for the injury or illness associated with the COVID-19 vaccine covered by the Scheme, so that they can: (i) complete and sign the Supporting Evidence Form ([Schedule 3](#)) that is required to be submitted with your Claim; and (ii) provide you with the other supporting documents that are required to be attached to the Supporting Evidence Form. You should not complete or sign the Supporting Evidence Form yourself; if you do so, then the form will not be accepted or considered by the Administrator.

For the definition of “Registered Healthcare Professional(s)”, please see the Scheme’s Protocol.

22. How can I find a notary public or other public official legally authorised to provide notarisation and/or legalisation services within the country in which I reside?

We suggest that contact your local government authorities to obtain this information.

E. ABOUT THE PROCESS AFTER A CLAIM HAS BEEN SUBMITTED:

23. What happens after I submit a Claim Form and other Claim materials under the Scheme?

After all Claim materials (i.e., the Claim Form, the Supporting Evidence Form and the other documents required to be submitted with those forms) have been duly completed, signed, dated and submitted to the Administrator, the following steps (among others) will follow:

1. You will receive an written acknowledgement from the Administrator that your Claim materials have been received, and one of the Administrator’s examiners will contact you via email or regular mail; and
2. Your Claim materials will be reviewed by the Administrator within 7 days of their date of receipt to determine (in accordance with the terms of the Scheme’s Protocol) whether:

- the Claim Form is: (a) duly complete, signed and dated, and (b) accompanied by the required Supporting Evidence Form (also duly complete, signed and dated) and by the other documents required to be submitted together with the Claim Form and the Supporting Evidence Forms;
 - the complete Claim materials have been submitted before the end of the Reporting Period, which is illustrated in [Schedule 6](#) to the Protocol (also see [Question 9](#) above);
 - you (or the person on whose behalf you are submitting the Claim) meet all the requirements of a Claimant under the Scheme; and
 - the Claim constitutes a Receivable Claim under the Scheme.
3. *If your Claim is found by the Administrator to be incomplete, then the Administrator will invite you to submit the missing documents, and you will have a period of 90 days from the date of the Administrator's notification to submit these missing documents to the Administrator.*
4. *If your Claim is found by the Administrator to be a Receivable Claim under the Scheme, then the Administrator will:*
- submit all of your Claim materials to the Scheme's Review Panel as soon as possible (and no later than 7 days) after the Administrator's above mentioned finding; and
 - send you a written notice that your Claim has been accepted as a Receivable Claim under the Scheme. Please note that the acceptance of a Claim as a Receivable Claim under the Scheme does not, in and of itself, entitle you (or the person you represent) to the payment of compensation under the Scheme; see [Question 18](#) above, for more information. Your Claim will still need to be assessed by the Review Panel, which will determine (in accordance with the relevant provisions of the Protocol) whether or not your Claim can be approved for compensation under the Scheme.
5. *If your Claim is found by the Administrator to not be a Receivable Claim under the Scheme, then:*
- your Claim will be rejected, and
 - the Administrator will send you written notice that your Claim has been rejected because it does not constitute a Receivable Claim under the Scheme. The Administrator's notice will include: (i) the grounds for the rejection of your Claim, (ii) a notification of your right to appeal this decision, and (iii) a copy of the Notice of Appeal of Rejected Claim Form ([Schedule 4](#)) that you need to timely and duly complete and submit, if you wish to appeal this decision. Please see [Question 27](#) and [Question 29](#), below, for

more information about filing an appeal to a rejected Claim using the Notice of Appeal of Rejected Claim Form.

24. What happens if I miss a deadline under the Scheme, after I have submitted a timely Claim?

If you have submitted a timely Claim, but thereafter fail to meet any relevant deadlines prescribed by the Scheme's Protocol, then the Administrator may deny and close the process in respect of your Claim (including any pending reviews and/or appeals). To avoid this, you should:

- always carefully verify what deadlines apply, and
- submit all required documents and information to the Administrator in a timely manner (and take timely steps to ensure that you can meet these deadlines).

Any deadlines that apply after you have submitted a timely Claim, are generally 90 days from the date of the Administrator's notification to you. This should give you ample time to comply.

25. Can I modify a Claim after it has been submitted?

If you wish to modify your Claim Form, Supporting Evidence Form or any other Claim materials after they have been submitted to the Administrator, then you will need to:

- First, withdraw your existing Claim. Please see [Question 26](#) below for more information about how to withdraw a Claim after it has been submitted; and
- Then, complete (or have completed) and submit to the Administrator a new/modified set of Claim materials (meaning new Claim Form, Supporting Evidence Form and all other documents required to be provided under the terms of these forms). Please note that you will need to resubmit *all Claim materials together with and at the same time as the new/modified Claim*, even if only some (but not all) of the Claim materials have been modified.

Please make sure that your new/modified Claim Form, Supporting Evidence Form and other Claim materials are submitted to the Administrator before the end of the Reporting Period that applies to you. If your new/modified Claim materials are submitted after the end of this period, then your Claim cannot be accepted and will be rejected. Please see [Question 9](#) above for more information about how to calculate the Reporting Period that applies to you.

26. Can I withdraw a Claim after it has been submitted?

Yes, you can withdraw your Claim:

- at any time before you have accepted the Administrator's approval of Payment in respect of your Claim (that is, before you have submitted to the Administrator the signed and certified Release Agreement referred to under [Question 31](#) below); and
- for any reason, including if you want to modify your Claim (see [Question 25](#) above).

To withdraw a Claim, please send an email or regular mail to the Administrator, in which you include the following: (1) the Claimant's name; (2) the Claim number; and (3) a statement that you want to withdraw your Claim for compensation under the Scheme, including the reasons why.

Please note that after you withdraw your Claim: (a) you will not be permitted to reinstate or reopen the withdrawn Claim, and (b) if you wish to later re-apply for compensation under the Scheme, you will need to complete (or have completed), obtain and submit to the Administrator a whole new Claim Form, Supporting Evidence Form and all other documents required to be provided under the terms of these forms, before the end of the Reporting Period that applies to you. Please see Question 9 above for more information about how to calculate the Reporting Period that applies to you.

27. My Claim has been rejected on the grounds that it is not a Receivable Claim under the Scheme. What can I do if I disagree?

If your Claim has been rejected by the Administrator on the grounds that it does not constitute a Receivable Claim under the Scheme, and you disagree with this decision, then you can file an appeal by following the procedure described in Section 7 of the Scheme's Protocol.

To appeal the rejection of a Claim in this context, you must complete, sign and submit to the Administrator the form entitled "Notice of Appeal of Rejected Claim" (Schedule 4). Please bear in mind that you will not be permitted to provide any new or additional documents in connection with your appeal in this context.

You must submit the Notice of Appeal of Rejected Claim Form to the Administrator no later than 90 days after the date of the Administrator notification that your Claim was rejected because it does not constitute a receivable claim under the Scheme.

Please see Section 7 of the Scheme's Protocol for more information about the appeals process that applies when a Claim is rejected on the grounds that it does not constitute a Receivable Claim under the Scheme. Please also see Question 29 below for more information about what happens after you submit a Notice of Appeal of Rejected Claim Form.

IMPORTANT NOTE: If your Claim does constitute a Receivable Claim, but was denied compensation under the Scheme, and you disagree, then please do not use the appeals procedure outlined above and refer to Question 28 instead.

28. My Claim has been denied compensation under the Scheme. What can I do if I disagree?

If your Claim constitutes a Receivable Claim but has been denied compensation under the Scheme, and you disagree with this decision, then you can file an appeal by following the procedure described in Section 8 of the Scheme's Protocol.

To appeal the denial of compensation in this context, you must complete, sign and submit to the Administrator the form entitled "Notice of Appeal of Denied Receivable Claim" (Schedule 5). If there are any additional documents that you wish to provide in support of your appeal of a denied Receivable Claim, then you must submit these additional documents *at the same time* as you submit your Notice of Appeal of Denied Receivable Claim Form to the Administrator.

You must submit the Notice of Appeal of Denied Receivable Claim Form (together with any additional documents you wish to provide in support of the appeal) to the Administrator no later than 90 days after the date of the Administrator's notification that your Claim/Receivable Claim was denied compensation under the Scheme.

Please see [Section 8](#) of the Scheme's Protocol for more information about the appeals process that applies when a Claim /Receivable Claim is denied compensation under the Scheme. Please also see [Question 30](#) below for more information about what happens after you submit a Notice of Appeal of Denied Receivable Claim Form.

IMPORTANT NOTE: If your Claim was rejected on the grounds that it does not constitute a Receivable Claim under the Scheme, and you disagree, then please do not use the appeals procedure outlined above and refer to [Question 27](#) instead.

29. What happens after I submit a Notice of Appeal of Rejected Claim?

After the Administrator receives your duly completed, signed and dated Notice of Appeal of Rejected Claim (and provided that your Notice was submitted before the applicable deadline), then the following process will apply:

- Within 7 days of receipt, the Administrator will provide your Notice of Appeal of Rejected Claim Form, together with the other appeals materials(*), to the Administrator's Vice President of Risk Consulting.
- Within 30 days of receipt, the Administrator's Vice President of Risk Consulting will review your Notice of Appeal of Rejected Claim and the other appeals materials(*), and on this basis, make a determination whether to confirm or reverse the prior rejection of your Claim.
- The Administrator's Vice President of Risk Consulting will communicate his determination to confirm or reverse the prior rejection of your Claim (including the grounds for his determination) in writing to the Administrator, no later than 7 days after making that determination.
- The Administrator will send you written notice of the determination to confirm or reverse the prior rejection of your Claim (including the grounds for that determination), no later than 14 days after the Administrator's Vice President of Risk Consulting has communicated that determination to the Administrator.
- The decision/determination of the Administrator's Vice President of Risk Consulting concerning your Notice of Appeal of Rejected Claim is final and cannot be appealed.

(*) For purposes of this question only, the "appeals materials" means: (1) your Notice of Appeal of Rejected Claim; (2) your original Claim Form and Supporting Evidence form (together with any documents that may be required pursuant to their terms); and (3) any additional information and/or documents that may have been requested by the Administrator and that were submitted by you in a timely manner.

30. What happens after I submit a Notice of Appeal of Denied Receivable Claim?

After the Administrator receives your duly completed, signed and dated Notice of Appeal of Denied Receivable Claim (and provided that your Notice was submitted before the applicable deadline), then the following process will apply:

- Within 7 days of receipt, the Administrator will provide your Notice of Appeal of Denied Receivable Claim Form, together with the other appeals materials (*), to the Scheme's Appeals Panel.
- Within 30 days of receipt, the Appeals Panel will review your Notice of Appeal of Denied Receivable Claim Form and the other appeals materials(*), and on this basis, make a determination whether to confirm or reverse the prior denial of compensation under the Scheme in respect of your Receivable Claim.
- The Appeals Panel will communicate its determination to confirm or reverse the prior denial of compensation under the Scheme (including the grounds for its determination) in writing to the Administrator, no later than 7 days after making its determination.
- The Administrator will send you a written notice of the Appeal Panel's determination to confirm or reverse the prior denial of compensation (including the grounds for that determination), but no later than 14 days after the Appeals Panel has communicated that determination to the Administrator.
- The decision of the Appeals Panel concerning your Notice of Appeal of Denied Receivable Claim is final and cannot be appealed.

(*) For purposes of this question only, the "appeals materials" means: (1) your Notice of Appeal of Denied Receivable Claim (together with any documents that may be required by and/or have been submitted with this Notice of Appeal); (2) your original Claim Form and Supporting Evidence form (together with any documents that were submitted with those forms); and (3) any additional information or documents that may have been requested by the Administrator and that were submitted in a timely manner to the Administrator.

31. My Claim has been approved for payment by the Administrator. What should I do to receive this payment?

Once you have been notified by the Administrator that your Claim has been approved for Payment, you will need to:

1. Sign and date the Release Agreement, which the Administrator will send to you with the notification that your Claim has been approved for Payment, and have this Release Agreement certified by a Notary Official;
2. Complete and sign the Payment Method Election form, which the Administrator will send to you with the notification that your Claim has been approved for Payment; and

3. Return the signed, dated and certified Release Agreement and the completed Payment Method Election form to the Administrator within 90 days from the date of the Administrator's notice that your Claim has been approved for Payment.

The Release Agreement is described in Section 11 of the Scheme's Protocol and the Payment Method Election form is described in Section 2 of the Scheme's Protocol.

Through the Release Agreement, you agree that the Payment is not an admission of fault, wrongdoing, responsibility or liability on the part of any person or entity listed in Section 11(a) of the Scheme's Protocol. The reason for this is that Scheme does not address and does not provide any determination of fault on the part of any such person or entity. The Scheme is a no fault compensation scheme.

Through the Release Agreement, you furthermore agree that the Payment is in full and final consideration of the Injury in question, and in full and final settlement of any claims which you (or the person you represent) may have against the above-mentioned persons or entities. To this end, you release them from such actions and waive the right to seek and/or obtain compensation in respect of the Injury in question from any other public source, including from any governmental or publically funded no-fault compensation scheme. This is to avoid situation where an individual seeks to obtain compensation from multiple sources for the same injury.

Provided that you have returned the signed, dated and certified Release Agreement and the completed Payment Method Election form to the Administrator within 90 days from the date of the Administrator's notice, the Administrator will proceed to make the Payment, within 28 days of the Administrator's receipt of these documents.

Subject to any restrictions imposed by applicable laws and regulations, the Administrator will effect Payment through the payment method you have elected.

Please note however that if you do not collect or cash the Payment within six (6) months after the issuance of this Payment, the Administrator will credit the funds back to the Scheme in the amount of the uncollected and/or uncashed Payment, and you will lose your entitlement.

[END OF FAQs]