

COMMITTEE REPORT

MR. PRESIDENT:

The Senate Committee on Pensions and Labor, to which was referred Senate Bill No. 52, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

1 Delete everything after the enacting clause and insert the following:
2 SECTION 1. IC 22-3-2-8 IS AMENDED TO READ AS FOLLOWS
3 [EFFECTIVE JULY 1, 2000]: Sec. 8. No compensation ~~is~~ **or other**
4 **expenses are** allowed for an injury or death due to the employee's
5 knowingly self-inflicted injury, ~~his~~ intoxication **by drugs or alcohol,**
6 ~~his~~ commission of an offense, ~~his~~ knowing failure to use a safety
7 appliance, ~~his~~ knowing failure to obey a ~~reasonable written or printed~~
8 rule of the employer which has been posted ~~in a conspicuous position~~
9 in the place of work **or provided in writing,** or ~~his~~ knowing failure to
10 perform any statutory duty. The burden of proof is on the defendant.
11 SECTION 2. IC 22-3-2-13 IS AMENDED TO READ AS
12 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 13. Whenever an injury
13 or death, for which compensation is payable under chapters 2 through
14 6 of this article shall have been sustained under circumstances creating
15 in some other person than the employer and not in the same employ a
16 legal liability to pay damages in respect thereto, the injured employee,
17 or his dependents, in case of death, may commence legal proceedings
18 against the other person to recover damages notwithstanding the
19 employer's or the employer's compensation insurance carrier's payment
20 of or liability to pay compensation under chapters 2 through 6 of this

1 article. In that case, however, if the action against the other person is
2 brought by the injured employee or his dependents and judgment is
3 obtained and paid, and accepted or settlement **or other understanding**
4 **regarding the resolution of the action** is made with the other person,
5 either with or without suit, then from the amount received by the
6 employee or dependents there shall be paid to the employer or the
7 employer's compensation insurance carrier, subject to its paying its
8 pro-rata share of the reasonable and necessary costs and expenses of
9 asserting the third party claim, the amount of compensation paid to the
10 employee or dependents, plus the medical, surgical, hospital and
11 nurses' services and supplies and burial expenses paid by the employer
12 or the employer's compensation insurance carrier and the liability of the
13 employer or the employer's compensation insurance carrier to pay
14 further compensation or other expenses shall thereupon terminate,
15 whether or not one (1) or all of the dependents are entitled to share in
16 the proceeds of the settlement or recovery and whether or not one (1)
17 or all of the dependents could have maintained the action or claim for
18 wrongful death.

19 In the event the injured employee or his dependents, not having
20 received compensation or medical, surgical, hospital or nurses' services
21 and supplies or death benefits from the employer or the employer's
22 compensation insurance carrier, shall procure a judgment against the
23 other party for injury or death, which judgment is paid, or if settlement
24 is made with the other person either with or without suit, then the
25 employer or the employer's compensation insurance carrier shall have
26 no liability for payment of compensation or for payment of medical,
27 surgical, hospital or nurses' services and supplies or death benefits
28 whatsoever, whether or not one (1) or all of the dependents are entitled
29 to share in the proceeds of settlement or recovery and whether or not
30 one (1) or all of the dependents could have maintained the action or
31 claim for wrongful death.

32 In the event any injured employee, or in the event of his death, his
33 dependents, shall procure a final judgment against the other person
34 other than by agreement, and the judgment is for a lesser sum than the
35 amount for which the employer or the employer's compensation
36 insurance carrier is liable for compensation and for medical, surgical,
37 hospital and nurses' services and supplies, as of the date the judgment
38 becomes final, then the employee, or in the event of his death, his

1 dependents, shall have the option of either collecting the judgment and
2 repaying the employer or the employer's compensation insurance
3 carrier for compensation previously drawn, if any, and repaying the
4 employer or the employer's compensation insurance carrier for medical,
5 surgical, hospital and nurses' services and supplies previously paid, if
6 any, and of repaying the employer or the employer's compensation
7 insurance carrier the burial benefits paid, if any, or of assigning all
8 rights under the judgment to the employer or the employer's
9 compensation insurance carrier and thereafter receiving all
10 compensation and medical, surgical, hospital and nurses' services and
11 supplies, to which the employee or in the event of his death, which his
12 dependents would be entitled if there had been no action brought
13 against the other party.

14 If the injured employee or his dependents shall agree to receive
15 compensation from the employer or the employer's compensation
16 insurance carrier or to accept from the employer or the employer's
17 compensation insurance carrier, by loan or otherwise, any payment on
18 account of the compensation, or institute proceedings to recover the
19 same, the employer or the employer's compensation insurance carrier
20 shall have a lien upon any settlement award, judgment or fund out of
21 which the employee might be compensated from the third party.

22 The employee, or in the event of his death, his dependents, shall
23 institute legal proceedings against the other person for damages, within
24 two (2) years after the cause of action accrues. If, after the proceeding
25 is commenced, it is dismissed, the employer or the employer's
26 compensation insurance carrier, having paid compensation or having
27 become liable therefor, may collect in their own name, or in the name
28 of the injured employee, or, in case of death, in the name of his
29 dependents, from the other person in whom legal liability for damages
30 exists, the compensation paid or payable to the injured employee, or his
31 dependents, plus medical, surgical, hospital and nurses' services and
32 supplies, and burial expenses paid by the employer or the employer's
33 compensation insurance carrier or for which they have become liable.
34 The employer or the employer's compensation insurance carrier may
35 commence an action at law for collection against the other person in
36 whom legal liability for damages exists, not later than one (1) year from
37 the date the action so commenced has been dismissed, notwithstanding
38 the provisions of any statute of limitations to the contrary.

1 If the employee, or, in the event of his death, his dependents, shall
2 fail to institute legal proceedings against the other person for damages
3 within two (2) years after the cause of action accrues, the employer or
4 the employer's compensation insurance carrier, having paid
5 compensation, or having been liable therefor, may collect in their own
6 name or in the name of the injured employee, or in the case of his
7 death, in the name of his dependents, from the other person in whom
8 legal liability for damage exists, the compensation paid or payable to
9 the injured employee, or to his dependents, plus the medical, surgical,
10 hospital and nurses' services and supplies, and burial expenses, paid by
11 them, or for which they have become liable, and the employer or the
12 employer's compensation insurance carrier may commence an action
13 at law for collection against the other person in whom legal liability
14 exists, at any time within one (1) year from the date of the expiration
15 of the two (2) years when the action accrued to the injured employee,
16 or, in the event of his death, to his dependents, notwithstanding the
17 provisions of any statute of limitations to the contrary.

18 In actions brought by the employee or his dependents, he or they
19 shall, within thirty (30) days after the action is filed, notify the
20 employer or the employer's compensation insurance carrier by personal
21 service or registered mail, of the action and the name of the court in
22 which such suit is brought, filing proof thereof in the action.

23 The employer or the employer's compensation insurance carrier
24 shall pay its pro rata share of all costs and reasonably necessary
25 expenses in connection with asserting the third party claim, action or
26 suit, including but not limited to cost of depositions and witness fees,
27 and to the attorney at law selected by the employee or his dependents,
28 a fee of twenty-five per cent (25%), if collected without suit, of the
29 amount of benefits ~~which benefits shall consist of the amount of~~
30 **reimbursements, actually repaid** after the expenses and costs in
31 connection with the third party claim have been deducted therefrom,
32 and a fee of thirty-three and one-third per cent (33 1/3%), if collected
33 with suit, of the amount of benefits **actually repaid** after deduction of
34 costs and reasonably necessary expenses in connection with the third
35 party claim action or suit. The employer may, within ninety (90) days
36 after receipt of notice of suit from the employee or his dependents, join
37 in the action upon his motion so that all orders of court after hearing
38 and judgment shall be made for his protection. An employer or his

1 compensation insurance carrier may waive its right to reimbursement
 2 under this section and, as a result of the waiver, not have to pay the
 3 pro-rata share of costs and expenses.

4 No release or settlement of claim for damages by reason of injury or
 5 death, and no satisfaction of judgment in the proceedings, shall be valid
 6 without the written consent of both employer or the employer's
 7 compensation insurance carrier and employee or his dependents, except
 8 in the case of the employer or the employer's compensation insurance
 9 carrier, consent shall not be required where the employer or the
 10 employer's compensation insurance carrier has been fully indemnified
 11 or protected by court order.

12 SECTION 3. IC 22-3-2-15 IS AMENDED TO READ AS
 13 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 15. (a) No contract,
 14 agreement (written or implied), rule, or other device shall, in any
 15 manner, operate to relieve any employer in whole or in part of any
 16 obligation created by IC 22-3-2 through IC 22-3-6. However, nothing
 17 in IC 22-3-2 through IC 22-3-6 shall be construed as preventing the
 18 parties to claims under IC 22-3-2 through IC 22-3-6 from entering into
 19 voluntary agreements in **full and final release and** settlement thereof,
 20 but no agreement by an employee or his dependents to waive, **release**
 21 **or settle** his rights under IC 22-3-2 through IC 22-3-6 shall be valid nor
 22 shall any agreement of settlement or compromise of any dispute or
 23 claim for compensation under IC 22-3-2 through IC 22-3-6 be valid
 24 until approved by a member of the board. ~~nor shall a member of the~~
 25 ~~worker's compensation board approve any settlement which is not in~~
 26 ~~accordance with the rights of the parties as given in IC 22-3-2 through~~
 27 ~~IC 22-3-6.~~ No such agreement shall be valid unless made after seven
 28 (7) days from the date of the injury or death.

29 (b) A compromise settlement approved by a member of the worker's
 30 compensation board during the employee's lifetime shall extinguish and
 31 bar all claims for compensation for the employee's death, if the
 32 settlement compromises a dispute on any question or issue other than
 33 the extent of disability or the rate of compensation.

34 (c) A minor dependent, by parent or legal guardian, may
 35 compromise disputes and may enter into a compromise settlement
 36 agreement, and upon approval by a member of the worker's
 37 compensation board, the settlement agreement shall have the same
 38 force and effect as though the minor had been an adult. The payment

1 of compensation by the employer in accordance with the settlement
2 agreement shall discharge the employer from all further obligation.

3 SECTION 4. IC 22-3-3-1 IS AMENDED TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2000]: Sec. 1. Unless the employer or his
5 representative shall have actual knowledge of the occurrence of an
6 injury or death at the time thereof or shall acquire such knowledge
7 afterward, the injured employee or his dependents, as soon as
8 practicable after the injury or death resulting therefrom, shall give
9 written notice to the employer of such injury or death.

10 ~~Unless such notice is given or knowledge acquired within thirty (30)~~
11 ~~days from the date of the injury or death;~~ No compensation **or other**
12 **expenses** shall be paid until and from due or payable for
13 **compensation or expenses incurred prior to** the date such notice is
14 given or knowledge obtained. ~~No lack of knowledge by the employer~~
15 ~~or his representative; and no want, failure, defect or inaccuracy of the~~
16 ~~notice shall bar compensation; unless the employer shall show that he~~
17 ~~is prejudiced by such lack of knowledge or by such want, failure, defect~~
18 ~~or inaccuracy of the notice; and then only to the extent of such~~
19 ~~prejudices.~~

20 SECTION 5. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS
21 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to
22 an adjudication of permanent impairment, the employer shall furnish
23 or cause to be furnished, free of charge to the employee, an attending
24 physician for the treatment of his injuries, and in addition thereto such
25 surgical, hospital and nursing services and supplies as the attending
26 physician or the worker's compensation board may deem necessary. If
27 the employee is requested or required by the employer to submit to
28 treatment outside the county of employment, the employer shall also
29 pay the reasonable expense of travel, food, and lodging necessary
30 during the travel, but not to exceed the amount paid at the time of the
31 travel by the state to its employees under the state travel policies and
32 procedures established by the department of administration and
33 approved by the state budget agency.

34 (b) During the period of temporary total disability resulting from the
35 injury, the employer shall furnish the physician services, and supplies,
36 and the worker's compensation board may, on proper application of
37 either party, require that treatment by the physician and services and
38 supplies be furnished by or on behalf of the employer as the worker's

1 compensation board may deem reasonably necessary.

2 (c) After an employee's injury has been adjudicated by agreement
3 or award on the basis of permanent partial impairment and within the
4 statutory period for review in such case as provided in section 27 of
5 this chapter, the employer may continue to furnish a physician or
6 surgeon and other medical services and supplies, and the worker's
7 compensation board may within the statutory period for review as
8 provided in section 27 of this chapter, on a proper application of either
9 party, require that treatment by that physician and other medical
10 services and supplies be furnished by and on behalf of the employer as
11 the worker's compensation board may deem necessary to limit or
12 reduce the amount and extent of the employee's impairment. The
13 refusal of the employee to accept such services and supplies, when
14 provided by or on behalf of the employer, shall bar the employee from
15 all compensation **or other expenses** otherwise payable during the
16 period of the refusal, and his right to prosecute any proceeding under
17 IC 22-3-2 through IC 22-3-6 shall be suspended and abated until the
18 employee's refusal ceases. The employee must be served with a notice
19 setting forth the consequences of the refusal under this section. The
20 notice must be in a form prescribed by the worker's compensation
21 board. No compensation for permanent total impairment, permanent
22 partial impairment, permanent disfigurement, or death shall be paid or
23 payable for that part or portion of the impairment, disfigurement, or
24 death which is the result of the failure of the employee to accept the
25 treatment, services, and supplies required under this section. However,
26 an employer may at any time permit an employee to have treatment for
27 his injuries by spiritual means or prayer in lieu of the physician or
28 surgeon and other medical services and supplies required under this
29 section.

30 (d) If, because of an emergency, or because of the employer's failure
31 to provide an attending physician or surgical, hospital, or nursing
32 services and supplies, or treatment by spiritual means or prayer, as
33 required by this section, or because of any other good reason, a
34 physician other than that provided by the employer treats the injured
35 employee during the period of the employee's temporary total
36 disability, or necessary and proper surgical, hospital, or nursing
37 services and supplies are procured within the period, the reasonable
38 cost of those services and supplies shall, subject to the approval of the

1 worker's compensation board, be paid by the employer.

2 (e) Regardless of when it occurs, where a compensable injury
3 results in the amputation of a body part, the enucleation of an eye, or
4 the loss of natural teeth, the employer shall furnish an appropriate
5 artificial member, braces, and prosthodontics. The cost of repairs to or
6 replacements for the artificial members, braces, or prosthodontics that
7 result from a compensable injury pursuant to a prior award and are
8 required due to either medical necessity or normal wear and tear,
9 determined according to the employee's individual use, but not abuse,
10 of the artificial member, braces, or prosthodontics, shall be paid from
11 the second injury fund upon order or award of the worker's
12 compensation board. The employee is not required to meet any other
13 requirement for admission to the second injury fund.

14 (f) If an accident arising out of and in the course of employment
15 after June 30, 1997, results in the loss of or damage to an artificial
16 member, a brace, an implant, eyeglasses, prosthodontics, or other
17 medically prescribed device, the employer shall repair the artificial
18 member, brace, implant, eyeglasses, prosthodontics, or other medically
19 prescribed device or furnish an identical or a reasonably equivalent
20 replacement.

21 (g) This section may not be construed to prohibit an agreement
22 between an employer and the employer's employees that has the
23 approval of the board and that binds the parties to:

- 24 (1) medical care furnished by health care providers selected by
25 agreement before or after injury; or
26 (2) the findings of a health care provider who was chosen by
27 agreement.

28 SECTION 6. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS
29 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the
30 period of claimed resulting disability or impairment, the employee, if
31 so requested by the employee's employer or ordered by the industrial
32 board, shall submit to an examination at reasonable times and places
33 by a duly qualified physician or surgeon designated and paid by the
34 employer or by order of the worker's compensation board. The
35 employee shall have the right to have present at any such examination
36 any duly qualified physician or surgeon provided and paid for by the
37 employee. No fact communicated to, or otherwise learned by, any
38 physician or surgeon who may have attended or examined the

1 employee, or who may have been present at any examination, shall be
 2 privileged, either in the hearings provided for in IC 22-3-2 through
 3 IC 22-3-6, or in any action at law brought to recover damages against
 4 any employer who is subject to the compensation provisions of
 5 IC 22-3-2 through IC 22-3-6. If the employee refuses to submit to or in
 6 any way obstructs such examinations, the employee's right to
 7 compensation and his right to take or prosecute any proceedings under
 8 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or
 9 obstruction ceases. No compensation **or other expenses** shall at any
 10 time be payable for the period of suspension unless in the opinion of
 11 the worker's compensation board the circumstances justified the refusal
 12 or obstruction. The employee must be served with a notice setting forth
 13 the consequences of the refusal under this subsection. The notice must
 14 be in a form prescribed by the board.

15 (b) Any employer requesting an examination of any employee
 16 residing within Indiana shall pay, in advance of the time fixed for the
 17 examination, sufficient money to defray the necessary expenses of
 18 travel by the most convenient means to and from the place of
 19 examination, and the cost of meals and lodging necessary during the
 20 travel. If the method of travel is by automobile, the mileage rate to be
 21 paid by the employer shall be the rate currently being paid by the state
 22 to its employees under the state travel policies and procedures
 23 established by the department of administration and approved by the
 24 budget agency. If such examination or travel to or from the place of
 25 examination causes any loss of working time on the part of the
 26 employee, the employer shall ~~reimburse~~ **compensate** the employee for
 27 such loss ~~of wages upon the basis of the employee's average daily~~
 28 ~~wage: as if the absence from work was a temporary partial~~
 29 **disability pursuant to IC 22-3-3-9**. When any employee injured in
 30 Indiana moves outside Indiana, the travel expense and the cost of meals
 31 and lodging necessary during the travel payable under this section shall
 32 be paid from the point in Indiana nearest to the employee's then
 33 residence to the place of examination. No travel and other expense
 34 shall be paid for any travel and other expense required outside Indiana.

35 (c) A duly qualified physician or surgeon provided and paid for by
 36 the employee may be present at an examination if the employee so
 37 desires. In all cases where the examination is made by a physician or
 38 surgeon engaged by the employer and the injured employee has no

1 physician or surgeon present at such examination, it shall be the duty
2 of the physician or surgeon making the examination to deliver to the
3 injured employee, or the employee's representative a statement in
4 writing of the conditions evidenced by such examination. The
5 statement shall disclose all facts that are reported by such physician or
6 surgeon to the employer. Such statement shall be furnished to the
7 employee or the employee's representative, as soon as practicable, but
8 not later than thirty (30) days before the time the case is set for hearing.
9 The statement may be submitted by either party as evidence by that
10 physician or surgeon at a hearing before the worker's compensation
11 board if the statement meets the requirements of subsection (e). If such
12 physician or surgeon fails or refuses to furnish the employee or the
13 employee's representative with such statement thirty (30) days before
14 the hearing, then the statement may not be submitted as evidence, and
15 such physician or surgeon shall not be permitted to testify before the
16 worker's compensation board as to any facts learned in such
17 examination. All of the requirements of this subsection apply to all
18 subsequent examinations requested by the employer.

19 (d) In all cases where an examination of an employee is made by a
20 physician or surgeon engaged by the employee, and the employer has
21 no physician or surgeon present at such examination, it shall be the
22 duty of the physician or surgeon making the examination to deliver to
23 the employer or the employer's representative a statement in writing of
24 the conditions evidenced by such examination. The statement shall
25 disclose all facts that are reported by such physician or surgeon to the
26 employee. Such statement shall be furnished to the employer or the
27 employer's representative as soon as practicable, but not later than
28 thirty (30) days before the time the case is set for hearing. The
29 statement may be submitted by either party as evidence by that
30 physician or surgeon at a hearing before the worker's compensation
31 board if the statement meets the requirements of subsection (e). If such
32 physician or surgeon fails or refuses to furnish the employer, or the
33 employer's representative, with such statement thirty (30) days before
34 the hearing, then the statement may not be submitted as evidence, and
35 such physician or surgeon shall not be permitted to testify before the
36 industrial board as to any facts learned in such examination. All of the
37 requirements of this subsection apply to all subsequent examinations
38 made by a physician or surgeon engaged by the employee.

1 (e) All statements of physicians or surgeons required by this section,
2 whether those engaged by employee or employer, shall contain the
3 following information:

4 (1) The history of the injury, or claimed injury, as given by the
5 patient.

6 (2) The diagnosis of the physician or surgeon concerning the
7 patient's physical or mental condition.

8 (3) The opinion of the physician or surgeon concerning the causal
9 relationship, if any, between the injury and the patient's physical
10 or mental condition, including the physician's or surgeon's reasons
11 for the opinion.

12 (4) The opinion of the physician or surgeon concerning whether
13 the injury or claimed injury resulted in a disability or impairment
14 and, if so, the opinion of the physician or surgeon concerning the
15 extent of the disability or impairment and the reasons for the
16 opinion.

17 (5) The original signature of the physician or surgeon.

18 Notwithstanding any hearsay objection, the worker's compensation
19 board shall admit into evidence a statement that meets the requirements
20 of this subsection unless the statement is ruled inadmissible on other
21 grounds.

22 (f) Delivery of any statement required by this section may be made
23 to the attorney or agent of the employer or employee and such action
24 shall be construed as delivery to the employer or employee.

25 (g) Any party may object to a statement on the basis that the
26 statement does not meet the requirements of subsection (e). The
27 objecting party must give written notice to the party providing the
28 statement and specify the basis for the objection. Notice of the
29 objection must be given no later than twenty (20) days before the
30 hearing. Failure to object as provided in this subsection precludes any
31 further objection as to the adequacy of the statement under subsection
32 (e).

33 (h) The employer upon proper application, or the worker's
34 compensation board, shall have the right in any case of death to require
35 an autopsy at the expense of the party requesting the same. If, after a
36 hearing, the worker's compensation board orders an autopsy and such
37 autopsy is refused by the surviving spouse or next of kin, then any
38 claim for compensation on account of such death shall be suspended

1 and abated during such refusal. The surviving spouse or dependent
 2 must be served with a notice setting forth the consequences of the
 3 refusal under this subsection. The notice must be in a form prescribed
 4 by the worker's compensation board. No autopsy, except one performed
 5 by or on the authority or order of the coroner in the discharge of the
 6 coroner's duties, shall be held in any case by any person, without notice
 7 first being given to the surviving spouse or next of kin, if they reside in
 8 Indiana or their whereabouts can reasonably be ascertained, of the time
 9 and place thereof, and reasonable time and opportunity given such
 10 surviving spouse or next of kin to have a representative or
 11 representatives present to witness same. However, if such notice is not
 12 given, all evidence obtained by such autopsy shall be suppressed on
 13 motion duly made to the worker's compensation board.

14 SECTION 7. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS
 15 [EFFECTIVE JULY 1, 2000]: Sec. 7. (a) Compensation shall be
 16 allowed on account of injuries producing only temporary total disability
 17 to work or temporary partial disability to work beginning with the
 18 eighth (8th) day of such disability except for medical benefits provided
 19 in section 4 of the chapter. Compensation shall be allowed for the first
 20 seven (7) calendar days only if the disability continues for longer than
 21 twenty-one (21) days. **Absent an agreement as to temporary total
 22 disability or temporary partial disability compensation, an award
 23 for temporary total disability or temporary partial disability
 24 compensation must be supported by medical opinion evidence of
 25 disability or an affirmative finding of a hearing officer concerning
 26 the disability, including the dates of disability.**

27 (b) The first weekly installment of compensation for temporary
 28 disability is due fourteen (14) days after the disability begins. Not later
 29 than fifteen (15) days from the date that the first installment of
 30 compensation is due, the employer or the employer's insurance carrier
 31 shall tender to the employee or to the employee's dependents, with all
 32 compensation due, a properly prepared compensation agreement in a
 33 form prescribed by the board. Whenever an employer or the employer's
 34 insurance carrier denies or is not able to determine liability to pay
 35 compensation or benefits, the employer or the employer's insurance
 36 carrier shall notify the worker's compensation board and the employee
 37 in writing on a form prescribed by the worker's compensation board not
 38 later than thirty (30) days after the employer's knowledge of the

1 claimed injury. If a determination of liability cannot be made within
2 thirty (30) days, the worker's compensation board may approve an
3 additional thirty (30) days upon a written request of the employer or the
4 employer's insurance carrier that sets forth the reasons that the
5 determination could not be made within thirty (30) days and states the
6 facts or circumstances that are necessary to determine liability within
7 the additional thirty (30) days. More than thirty (30) days of additional
8 time may be approved by the worker's compensation board upon the
9 filing of a petition by the employer or the employer's insurance carrier
10 that sets forth:

- 11 (1) the extraordinary circumstances that have precluded a
12 determination of liability within the initial sixty (60) days;
- 13 (2) the status of the investigation on the date the petition is filed;
- 14 (3) the facts or circumstances that are necessary to make a
15 determination; and
- 16 (4) a timetable for the completion of the remaining investigation.

17 An employer who fails to comply with this section is subject to a civil
18 penalty of fifty dollars (\$50), to be assessed and collected by the board
19 upon notice and hearing. Civil penalties collected under this section
20 shall be deposited in the state general fund.

21 (c) Once begun, temporary total disability benefits may not be
22 terminated by the employer unless:

- 23 (1) the employee has returned to any employment;
- 24 (2) the employee has died;
- 25 (3) the employee has refused to undergo a medical examination
26 under section 6 of this chapter or has refused to accept suitable
27 employment under section 11 of this chapter;
- 28 (4) the employee has received five hundred (500) weeks of
29 temporary total disability benefits or has been paid the maximum
30 compensation allowed under section 22 of this chapter; or
- 31 (5) the employee is unable or unavailable to work for reasons
32 unrelated to the compensable injury.

33 In all other cases the employer must notify the employee in writing of
34 the employer's intent to terminate the payment of temporary total
35 disability benefits and of the availability of employment, if any, on a
36 form approved by the board. If the employee disagrees with the
37 proposed termination, the employee must give written notice of
38 disagreement to the board and the employer within seven (7) days after

1 receipt of the notice of intent to terminate benefits. If the board and
2 employer do not receive a notice of disagreement under this section,
3 the employee's temporary total disability benefits shall be terminated.
4 Upon receipt of the notice of disagreement, the board shall immediately
5 contact the parties, which may be by telephone or other means, and
6 attempt to resolve the disagreement. If the board is unable to resolve
7 the disagreement within ten (10) days of receipt of the notice of
8 disagreement, the board shall immediately arrange for an evaluation of
9 the employee by an independent medical examiner. The independent
10 medical examiner shall be selected by mutual agreement of the parties
11 or, if the parties are unable to agree, appointed by the board under
12 IC 22-3-4-11. If the independent medical examiner determines that the
13 employee is no longer temporarily disabled or is still temporarily
14 disabled but can return to employment that the employer has made
15 available to the employee, or if the employee fails or refuses to appear
16 for examination by the independent medical examiner, temporary total
17 disability benefits may be terminated. If either party disagrees with the
18 opinion of the independent medical examiner, the party shall apply to
19 the board for a hearing under IC 22-3-4-5.

20 (d) An employer is not required to continue the payment of
21 temporary total disability benefits for more than fourteen (14) days
22 after the employer's proposed termination date unless the independent
23 medical examiner determines that the employee is temporarily disabled
24 and unable to return to any employment that the employer has made
25 available to the employee.

26 (e) If it is determined that as a result of this section temporary total
27 disability benefits were overpaid, the overpayment shall be deducted
28 from any benefits due the employee under section 10 of this chapter
29 and, if there are no benefits due the employee or the benefits due the
30 employee do not equal the amount of the overpayment, the employee
31 shall be responsible for paying any overpayment which cannot be
32 deducted from benefits due the employee.

33 SECTION 8. IC 22-3-3-10, AS AMENDED BY P.L.235-1999,
34 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
35 JULY 1, 2000]: Sec. 10. (a) With respect to injuries in the following
36 schedule occurring prior to April 1, 1951, the employee shall receive
37 in addition to temporary total disability benefits not exceeding
38 twenty-six (26) weeks on account of the injuries, a weekly

1 compensation of fifty-five percent (55%) of the employee's average
2 weekly wages. With respect to injuries in the following schedule
3 occurring on and after April 1, 1951, and prior to July 1, 1971, the
4 employee shall receive in addition to temporary total disability benefits
5 not exceeding twenty-six (26) weeks on account of the injuries, a
6 weekly compensation of sixty percent (60%) of the employee's average
7 weekly wages. With respect to injuries in the following schedule
8 occurring on and after July 1, 1971, and before July 1, 1977, the
9 employee shall receive in addition to temporary total disability benefits
10 not exceeding twenty-six (26) weeks on account of the injuries, a
11 weekly compensation of sixty percent (60%) of the employee's average
12 weekly wages not to exceed one hundred dollars (\$100) average weekly
13 wages, for the periods stated for the injuries. With respect to injuries
14 in the following schedule occurring on and after July 1, 1977, and
15 before July 1, 1979, the employee shall receive, in addition to
16 temporary total disability benefits not exceeding twenty-six (26) weeks
17 on account of the injury, a weekly compensation of sixty percent (60%)
18 of his average weekly wages, not to exceed one hundred twenty-five
19 dollars (\$125) average weekly wages, for the period stated for the
20 injury. With respect to injuries in the following schedule occurring on
21 and after July 1, 1979, and before July 1, 1988, the employee shall
22 receive, in addition to temporary total disability benefits not to exceed
23 fifty-two (52) weeks on account of the injury, a weekly compensation
24 of sixty percent (60%) of the employee's average weekly wages, not to
25 exceed one hundred twenty-five dollars (\$125) average weekly wages,
26 for the period stated for the injury. With respect to injuries in the
27 following schedule occurring on and after July 1, 1988, and before July
28 1, 1989, the employee shall receive, in addition to temporary total
29 disability benefits not exceeding seventy-eight (78) weeks on account
30 of the injury, a weekly compensation of sixty percent (60%) of the
31 employee's average weekly wages, not to exceed one hundred sixty-six
32 dollars (\$166) average weekly wages, for the period stated for the
33 injury.

34 With respect to injuries in the following schedule occurring on and
35 after July 1, 1989, and before July 1, 1990, the employee shall receive,
36 in addition to temporary total disability benefits not exceeding
37 seventy-eight (78) weeks on account of the injury, a weekly
38 compensation of sixty percent (60%) of the employee's average weekly

1 wages, not to exceed one hundred eighty-three dollars (\$183) average
2 weekly wages, for the period stated for the injury.

3 With respect to injuries in the following schedule occurring on and
4 after July 1, 1990, and before July 1, 1991, the employee shall receive,
5 in addition to temporary total disability benefits not exceeding
6 seventy-eight (78) weeks on account of the injury, a weekly
7 compensation of sixty percent (60%) of the employee's average weekly
8 wages, not to exceed two hundred dollars (\$200) average weekly
9 wages, for the period stated for the injury.

10 (1) Amputation: For the loss by separation of the thumb, sixty
11 (60) weeks, of the index finger forty (40) weeks, of the second
12 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
13 weeks, of the fourth or little finger twenty (20) weeks, of the hand
14 by separation below the elbow joint two hundred (200) weeks, or
15 the arm above the elbow two hundred fifty (250) weeks, of the big
16 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
17 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
18 of the fifth or little toe ten (10) weeks, and for loss occurring
19 before April 1, 1959, by separation of the foot below the knee
20 joint one hundred fifty (150) weeks and of the leg above the knee
21 joint two hundred (200) weeks; for loss occurring on and after
22 April 1, 1959, by separation of the foot below the knee joint, one
23 hundred seventy-five (175) weeks and of the leg above the knee
24 joint two hundred twenty-five (225) weeks. The loss of more than
25 one (1) phalange of a thumb or toes shall be considered as the loss
26 of the entire thumb or toe. The loss of more than two (2)
27 phalanges of a finger shall be considered as the loss of the entire
28 finger. The loss of not more than one (1) phalange of a thumb or
29 toe shall be considered as the loss of one-half (1/2) of the thumb
30 or toe and compensation shall be paid for one-half (1/2) of the
31 period for the loss of the entire thumb or toe. The loss of not more
32 than one (1) phalange of a finger shall be considered as the loss
33 of one-third (1/3) of the finger and compensation shall be paid for
34 one-third (1/3) the period for the loss of the entire finger. The loss
35 of more than one (1) phalange of the finger but not more than two
36 (2) phalanges of the finger, shall be considered as the loss of
37 one-half (1/2) of the finger and compensation shall be paid for
38 one-half (1/2) of the period for the loss of the entire finger.

- 1 (2) For the loss by separation of both hands or both feet or the
- 2 total sight of both eyes, or any two (2) such losses in the same
- 3 accident, five hundred (500) weeks.
- 4 (3) For the permanent and complete loss of vision by enucleation
- 5 or its reduction to one-tenth (1/10) of normal vision with glasses,
- 6 one hundred seventy-five (175) weeks.
- 7 (4) For the permanent and complete loss of hearing in one (1) ear,
- 8 seventy-five (75) weeks, and in both ears, two hundred (200)
- 9 weeks.
- 10 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of
- 11 both testicles, one hundred fifty (150) weeks.
- 12 (b) With respect to injuries in the following schedule occurring prior
- 13 to April 1, 1951, the employee shall receive in lieu of all other
- 14 compensation on account of the injuries, a weekly compensation of
- 15 fifty-five percent (55%) of the employee's average weekly wages. With
- 16 respect to injuries in the following schedule occurring on and after
- 17 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
- 18 lieu of all other compensation on account of the injuries a weekly
- 19 compensation of sixty percent (60%) of the employee's average weekly
- 20 wages. With respect to injuries in the following schedule occurring on
- 21 and after April 1, 1955, and prior to July 1, 1971, the employee shall
- 22 receive in addition to temporary total disability benefits not exceeding
- 23 twenty-six (26) weeks on account of the injuries, a weekly
- 24 compensation of sixty percent (60%) of the employee's average weekly
- 25 wages. With respect to injuries in the following schedule occurring on
- 26 and after July 1, 1971, and before July 1, 1977, the employee shall
- 27 receive in addition to temporary total disability benefits not exceeding
- 28 twenty-six (26) weeks on account of the injuries, a weekly
- 29 compensation of sixty percent (60%) of the employee's average weekly
- 30 wages, not to exceed one hundred dollars (\$100) average weekly
- 31 wages, for the period stated for such injuries respectively. With respect
- 32 to injuries in the following schedule occurring on and after July 1,
- 33 1977, and before July 1, 1979, the employee shall receive, in addition
- 34 to temporary total disability benefits not exceeding twenty-six (26)
- 35 weeks on account of the injury, a weekly compensation of sixty percent
- 36 (60%) of the employee's average weekly wages not to exceed one
- 37 hundred twenty-five dollars (\$125) average weekly wages, for the
- 38 period stated for the injury. With respect to injuries in the following

1 schedule occurring on and after July 1, 1979, and before July 1, 1988,
 2 the employee shall receive, in addition to temporary total disability
 3 benefits not exceeding fifty-two (52) weeks on account of the injury, a
 4 weekly compensation of sixty percent (60%) of the employee's average
 5 weekly wages not to exceed one hundred twenty-five dollars (\$125)
 6 average weekly wages for the period stated for the injury. With respect
 7 to injuries in the following schedule occurring on and after July 1,
 8 1988, and before July 1, 1989, the employee shall receive, in addition
 9 to temporary total disability benefits not exceeding seventy-eight (78)
 10 weeks on account of the injury, a weekly compensation of sixty percent
 11 (60%) of the employee's average weekly wages, not to exceed one
 12 hundred sixty-six dollars (\$166) average weekly wages, for the period
 13 stated for the injury.

14 With respect to injuries in the following schedule occurring on and
 15 after July 1, 1989, and before July 1, 1990, the employee shall receive,
 16 in addition to temporary total disability benefits not exceeding
 17 seventy-eight (78) weeks on account of the injury, a weekly
 18 compensation of sixty percent (60%) of the employee's average weekly
 19 wages, not to exceed one hundred eighty-three dollars (\$183) average
 20 weekly wages, for the period stated for the injury.

21 With respect to injuries in the following schedule occurring on and
 22 after July 1, 1990, and before July 1, 1991, the employee shall receive,
 23 in addition to temporary total disability benefits not exceeding
 24 seventy-eight (78) weeks on account of the injury, a weekly
 25 compensation of sixty percent (60%) of the employee's average weekly
 26 wages, not to exceed two hundred dollars (\$200) average weekly
 27 wages, for the period stated for the injury.

28 (1) Loss of use: The total permanent loss of the use of an arm,
 29 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 30 as the equivalent of the loss by separation of the arm, hand,
 31 thumb, finger, leg, foot, toe, or phalange, and compensation shall
 32 be paid for the same period as for the loss thereof by separation.

33 (2) Partial loss of use: For the permanent partial loss of the use of
 34 an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 35 compensation shall be paid for the proportionate loss of the use of
 36 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

37 (3) For injuries resulting in total permanent disability, five
 38 hundred (500) weeks.

1 (4) For any permanent reduction of the sight of an eye less than a
2 total loss as specified in subsection (a)(3), compensation shall be
3 paid for a period proportionate to the degree of such permanent
4 reduction without correction or glasses. However, when such
5 permanent reduction without correction or glasses would result in
6 one hundred percent (100%) loss of vision, but correction or
7 glasses would result in restoration of vision, then in such event
8 compensation shall be paid for fifty percent (50%) of such total
9 loss of vision without glasses, plus an additional amount equal to
10 the proportionate amount of such reduction with glasses, not to
11 exceed an additional fifty percent (50%).

12 (5) For any permanent reduction of the hearing of one (1) or both
13 ears, less than the total loss as specified in subsection (a)(4),
14 compensation shall be paid for a period proportional to the degree
15 of such permanent reduction.

16 (6) In all other cases of permanent partial impairment,
17 compensation proportionate to the degree of such permanent
18 partial impairment, in the discretion of the worker's compensation
19 board, not exceeding five hundred (500) weeks.

20 (7) In all cases of permanent disfigurement which may impair the
21 future usefulness or opportunities of the employee, compensation,
22 in the discretion of the worker's compensation board, not
23 exceeding two hundred (200) weeks, except that no compensation
24 shall be payable under this subdivision where compensation is
25 payable elsewhere in this section.

26 (c) With respect to injuries in the following schedule occurring on
27 and after July 1, 1991, the employee shall receive in addition to
28 temporary total disability benefits, not exceeding one hundred
29 twenty-five (125) weeks on account of the injury, compensation in an
30 amount determined under the following schedule to be paid weekly at
31 a rate of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's
32 average weekly wages during the fifty-two (52) weeks immediately
33 preceding the week in which the injury occurred.

34 (1) Amputation: For the loss by separation of the thumb, twelve
35 (12) degrees of permanent impairment; of the index finger, eight
36 (8) degrees of permanent impairment; of the second finger, seven
37 (7) degrees of permanent impairment; of the third or ring finger,
38 six (6) degrees of permanent impairment; of the fourth or little

1 finger, four (4) degrees of permanent impairment; of the hand by
2 separation below the elbow joint, forty (40) degrees of permanent
3 impairment; of the arm above the elbow, fifty (50) degrees of
4 permanent impairment; of the big toe, twelve (12) degrees of
5 permanent impairment; of the second toe, six (6) degrees of
6 permanent impairment; of the third toe, four (4) degrees of
7 permanent impairment; of the fourth toe, three (3) degrees of
8 permanent impairment; of the fifth or little toe, two (2) degrees of
9 permanent impairment; by separation of the foot below the knee
10 joint, thirty-five (35) degrees of permanent impairment; and of the
11 leg above the knee joint, forty-five (45) degrees of permanent
12 impairment.

13 (2) Amputations: For the loss by separation of any of the body
14 parts described in subdivision (1) on or after July 1, 1997, and for
15 the loss by separation of any of the body parts described in
16 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
17 values per degree applying on the date of the injury as described
18 in subsection (d) shall be multiplied by two (2). However, the
19 doubling provision of this subdivision does not apply to a loss of
20 use that is not a loss by separation.

21 (3) The loss of more than one (1) phalange of a thumb or toe shall
22 be considered as the loss of the entire thumb or toe. The loss of
23 more than two (2) phalanges of a finger shall be considered as the
24 loss of the entire finger. The loss of not more than one (1)
25 phalange of a thumb or toe shall be considered as the loss of
26 one-half (1/2) of the degrees of permanent impairment for the loss
27 of the entire thumb or toe. The loss of not more than one (1)
28 phalange of a finger shall be considered as the loss of one-third
29 (1/3) of the finger and compensation shall be paid for one-third
30 (1/3) of the degrees payable for the loss of the entire finger. The
31 loss of more than one (1) phalange of the finger but not more than
32 two (2) phalanges of the finger shall be considered as the loss of
33 one-half (1/2) of the finger and compensation shall be paid for
34 one-half (1/2) of the degrees payable for the loss of the entire
35 finger.

36 (4) For the loss by separation of both hands or both feet or the
37 total sight of both eyes or any two (2) such losses in the same
38 accident, one hundred (100) degrees of permanent impairment.

- 1 (5) For the permanent and complete loss of vision by enucleation,
2 thirty-five (35) degrees of permanent impairment.
- 3 (6) For the reduction of vision to one-tenth (1/10) of normal
4 vision with glasses, thirty-five (35) degrees of permanent
5 impairment.
- 6 (7) For the permanent and complete loss of hearing in one (1) ear,
7 fifteen (15) degrees of permanent impairment, and in both ears,
8 forty (40) degrees of permanent impairment.
- 9 (8) For the loss of one (1) testicle, ten (10) degrees of permanent
10 impairment; for the loss of both testicles, thirty (30) degrees of
11 permanent impairment.
- 12 (9) Loss of use: The total permanent loss of the use of an arm, a
13 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
14 considered as the equivalent of the loss by separation of the arm,
15 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
16 shall be paid in the same amount as for the loss by separation.
17 However, the doubling provision of subdivision (2) does not
18 apply to a loss of use that is not a loss by separation.
- 19 (10) Partial loss of use: For the permanent partial loss of the use
20 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
21 phalange, compensation shall be paid for the proportionate loss of
22 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 23 (11) For injuries resulting in total permanent disability, the
24 amount payable for impairment or five hundred (500) weeks of
25 compensation, whichever is greater.
- 26 (12) For any permanent reduction of the sight of an eye less than
27 a total loss as specified in subsection (a)(3), the compensation
28 shall be paid in an amount proportionate to the degree of a
29 permanent reduction without correction or glasses. However,
30 when a permanent reduction without correction or glasses would
31 result in one hundred percent (100%) loss of vision, then
32 compensation shall be paid for fifty percent (50%) of the total loss
33 of vision without glasses, plus an additional amount equal to the
34 proportionate amount of the reduction with glasses, not to exceed
35 an additional fifty percent (50%).
- 36 (13) For any permanent reduction of the hearing of one (1) or both
37 ears, less than the total loss as specified in subsection (a)(4),
38 compensation shall be paid in an amount proportionate to the

1 degree of a permanent reduction.

2 (14) In all other cases of permanent partial impairment,
3 compensation proportionate to the degree of a permanent partial
4 impairment, in the discretion of the worker's compensation board,
5 not exceeding one hundred (100) degrees of permanent
6 impairment.

7 (15) In all cases of permanent disfigurement which may impair
8 the future usefulness or opportunities of the employee,
9 compensation, in the discretion of the worker's compensation
10 board, not exceeding forty (40) degrees of permanent impairment
11 except that no compensation shall be payable under this
12 subdivision where compensation is payable elsewhere in this
13 section.

14 (d) Compensation for permanent partial impairment shall be paid
15 according to the degree of permanent impairment for the injury
16 determined under subsection (c) and the following:

17 (1) With respect to injuries occurring on and after July 1, 1991,
18 and before July 1, 1992, for each degree of permanent impairment
19 from one (1) to thirty-five (35), five hundred dollars (\$500) per
20 degree; for each degree of permanent impairment from thirty-six
21 (36) to fifty (50), nine hundred dollars (\$900) per degree; for each
22 degree of permanent impairment above fifty (50), one thousand
23 five hundred dollars (\$1,500) per degree.

24 (2) With respect to injuries occurring on and after July 1, 1992,
25 and before July 1, 1993, for each degree of permanent impairment
26 from one (1) to twenty (20), five hundred dollars (\$500) per
27 degree; for each degree of permanent impairment from
28 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
29 per degree; for each degree of permanent impairment from
30 thirty-six (36) to fifty (50), one thousand three hundred dollars
31 (\$1,300) per degree; for each degree of permanent impairment
32 above fifty (50), one thousand seven hundred dollars (\$1,700) per
33 degree.

34 (3) With respect to injuries occurring on and after July 1, 1993,
35 and before July 1, 1997, for each degree of permanent impairment
36 from one (1) to ten (10), five hundred dollars (\$500) per degree;
37 for each degree of permanent impairment from eleven (11) to
38 twenty (20), seven hundred dollars (\$700) per degree; for each

1 degree of permanent impairment from twenty-one (21) to
2 thirty-five (35), one thousand dollars (\$1,000) per degree; for
3 each degree of permanent impairment from thirty-six (36) to fifty
4 (50), one thousand four hundred dollars (\$1,400) per degree; for
5 each degree of permanent impairment above fifty (50), one
6 thousand seven hundred dollars (\$1,700) per degree.

7 (4) With respect to injuries occurring on and after July 1, 1997,
8 and before July 1, 1998, for each degree of permanent impairment
9 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
10 degree; for each degree of permanent impairment from eleven
11 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
12 for each degree of permanent impairment from thirty-six (36) to
13 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
14 for each degree of permanent impairment above fifty (50), one
15 thousand seven hundred dollars (\$1,700) per degree.

16 (5) With respect to injuries occurring on and after July 1, 1998,
17 and before July 1, 1999, for each degree of permanent impairment
18 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
19 degree; for each degree of permanent impairment from eleven
20 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
21 for each degree of permanent impairment from thirty-six (36) to
22 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
23 for each degree of permanent impairment above fifty (50), one
24 thousand seven hundred dollars (\$1,700) per degree.

25 (6) With respect to injuries occurring on and after July 1, 1999,
26 for each degree of permanent impairment from one (1) to ten (10),
27 nine hundred dollars (\$900) per degree; for each degree of
28 permanent impairment from eleven (11) to thirty-five (35), one
29 thousand one hundred dollars (\$1,100) per degree; for each
30 degree of permanent impairment from thirty-six (36) to fifty (50),
31 one thousand six hundred dollars (\$1,600) per degree; for each
32 degree of permanent impairment above fifty (50), two thousand
33 dollars (\$2,000) per degree.

34 (e) The average weekly wages used in the determination of
35 compensation for permanent partial impairment under subsections (c)
36 and (d) shall not exceed the following:

37 (1) With respect to injuries occurring on or after July 1, 1991, and
38 before July 1, 1992, four hundred ninety-two dollars (\$492).

- 1 (2) With respect to injuries occurring on or after July 1, 1992, and
- 2 before July 1, 1993, five hundred forty dollars (\$540).
- 3 (3) With respect to injuries occurring on or after July 1, 1993, and
- 4 before July 1, 1994, five hundred ninety-one dollars (\$591).
- 5 (4) With respect to injuries occurring on or after July 1, 1994, and
- 6 before July 1, 1997, six hundred forty-two dollars (\$642).
- 7 (5) With respect to injuries occurring on or after July 1, 1997, and
- 8 before July 1, 1998, six hundred seventy-two dollars (\$672).
- 9 (6) With respect to injuries occurring on or after July 1, 1998, and
- 10 before July 1, 1999, seven hundred two dollars (\$702).
- 11 (7) With respect to injuries occurring on or after July 1, 1999, and
- 12 before July 1, 2000, seven hundred thirty-two dollars (\$732).
- 13 (8) With respect to injuries occurring on or after July 1, 2000, **and**
- 14 **before July 1, 2001**, seven hundred sixty-two dollars (\$762).
- 15 **(9) With respect to injuries occurring on or after July 1, 2001,**
- 16 **and before July 1, 2002, seven hundred ninety-two dollars**
- 17 **(\$792).**
- 18 **(10) With respect to injuries occurring on or after July 1,**
- 19 **2002, and before July 1, 2003, eight hundred twenty-two**
- 20 **dollars (\$822).**
- 21 **(11) With respect to injuries occurring on or after July 1,**
- 22 **2003, and before July 1, 2004, eight hundred fifty-two dollars**
- 23 **(\$852).**
- 24 **(12) With respect to injuries occurring on or after July 1,**
- 25 **2004, eight hundred eighty-two dollars (\$882).**

26 SECTION 9. IC 22-3-3-19 IS AMENDED TO READ AS
 27 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) The following
 28 persons are conclusively presumed to be wholly dependent for support
 29 upon a deceased employee and shall constitute the class known as
 30 presumptive dependents in section 18 of this chapter:

- 31 (1) A wife upon a husband with whom she is living at the time of
- 32 his death, or upon whom the laws of the state impose the
- 33 obligation of her support at such time. The term "wife", as used in
- 34 this subdivision, shall exclude a common law wife unless such
- 35 common law relationship was entered into before January 1,
- 36 1958, and, in addition, existed openly and notoriously for a period
- 37 of not less than five (5) years immediately preceding the death.
- 38 (2) A husband upon his wife with whom he is living at the time of

1 her death. The term "husband", as used in this subdivision, shall
2 exclude a common law husband unless such common law
3 relationship was entered into before January 1, 1958, and, in
4 addition, existed openly and notoriously for a period of not less
5 than five (5) years immediately preceding the death.

6 (3) An unmarried child under the age of twenty-one (21) years
7 upon the parent with whom the child is living at the time of the
8 death of such parent.

9 (4) An unmarried child under twenty-one (21) years upon the
10 parent with whom the child may not be living at the time of the
11 death of such parent, but upon whom, at such time, the laws of the
12 state impose the obligation to support such child.

13 (5) A child over the age of twenty-one (21) years who has never
14 been married and who is either physically or mentally
15 incapacitated from earning the child's own support, upon a parent
16 upon whom the laws of the state impose the obligation of the
17 support of such unmarried child.

18 ~~(6) A child over the age of twenty-one (21) years who has never~~
19 ~~been married and who at the time of the death of the parent is~~
20 ~~keeping house for and living with such parent and is not otherwise~~
21 ~~gainfully employed.~~

22 (b) As used in this section, the term "child" includes stepchildren,
23 legally adopted children, posthumous children, and acknowledged
24 children born out of wedlock. The term "parent" includes stepparents
25 and parents by adoption.

26 (c) The dependency of a child under ~~subsections subsection~~ (a)(3)
27 and (a)(4) shall terminate when the child attains the age of twenty-one
28 (21).

29 (d) The dependency of any person as a presumptive dependent shall
30 terminate upon the marriage of such dependent subsequent to the death
31 of the employee, and such dependency shall not be reinstated by
32 divorce. However, for deaths from injuries occurring on and after July
33 1, 1977, a surviving spouse who is a presumptive dependent and who
34 is the only surviving dependent of the deceased employee is entitled to
35 receive, upon remarriage before the expiration of the maximum
36 statutory compensation period, a lump sum settlement equal to the
37 smaller of one hundred four (104) weeks of compensation or the
38 compensation for the remainder of the maximum statutory

1 compensation period.

2 (e) ~~The dependency of any child under subsection (a)(6) shall be~~
3 ~~terminated at such time as such dependent becomes gainfully employed~~
4 ~~or marries.~~

5 SECTION 10. IC 22-3-3-22 IS AMENDED TO READ AS
6 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
7 the compensation under this law with respect to injuries occurring on
8 and after April 1, 1963, and prior to April 1, 1965, the average weekly
9 wages shall be considered to be not more than seventy dollars (\$70) nor
10 less than thirty dollars (\$30). In computing the compensation under this
11 law with respect to injuries occurring on and after April 1, 1965, and
12 prior to April 1, 1967, the average weekly wages shall be considered
13 to be not more than seventy-five dollars (\$75) and not less than thirty
14 dollars (\$30). In computing the compensation under this law with
15 respect to injuries occurring on and after April 1, 1967, and prior to
16 April 1, 1969, the average weekly wages shall be considered to be not
17 more than eighty-five dollars (\$85) and not less than thirty-five dollars
18 (\$35). In computing the compensation under this law with respect to
19 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,
20 the average weekly wages shall be considered to be not more than
21 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In
22 computing the compensation under this law with respect to injuries
23 occurring on and after July 1, 1971, and prior to July 1, 1974, the
24 average weekly wages shall be considered to be: (A) Not more than: (1)
25 one hundred dollars (\$100) if no dependents; (2) one hundred five
26 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)
27 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three
28 (3) dependents; (5) one hundred twenty dollars (\$120) if four (4)
29 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)
30 or more dependents; and (B) Not less than thirty-five dollars (\$35). In
31 computing compensation for temporary total disability, temporary
32 partial disability, and total permanent disability under this law with
33 respect to injuries occurring on and after July 1, 1974, and before July
34 1, 1976, the average weekly wages shall be considered to be (A) not
35 more than one hundred thirty-five dollars (\$135), and (B) not less than
36 seventy-five dollars (\$75). However, the weekly compensation payable
37 shall in no case exceed the average weekly wages of the employee at
38 the time of the injury. In computing compensation for temporary total

1 disability, temporary partial disability and total permanent disability
2 under this law with respect to injuries occurring on and after July 1,
3 1976, and before July 1, 1977, the average weekly wages shall be
4 considered to be (1) not more than one hundred fifty-six dollars (\$156)
5 and (2) not less than seventy-five dollars (\$75). However, the weekly
6 compensation payable shall not exceed the average weekly wages of
7 the employee at the time of the injury. In computing compensation for
8 temporary total disability, temporary partial disability, and total
9 permanent disability, with respect to injuries occurring on and after
10 July 1, 1977, and before July 1, 1979, the average weekly wages are
11 considered to be (1) not more than one hundred eighty dollars (\$180);
12 and (2) not less than seventy-five dollars (\$75). However, the weekly
13 compensation payable may not exceed the average weekly wages of the
14 employee at the time of the injury. In computing compensation for
15 temporary total disability, temporary partial disability, and total
16 permanent disability, with respect to injuries occurring on and after
17 July 1, 1979, and before July 1, 1980, the average weekly wages are
18 considered to be (1) not more than one hundred ninety-five dollars
19 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
20 weekly compensation payable shall not exceed the average weekly
21 wages of the employee at the time of the injury. In computing
22 compensation for temporary total disability, temporary partial
23 disability, and total permanent disability, with respect to injuries
24 occurring on and after July 1, 1980, and before July 1, 1983, the
25 average weekly wages are considered to be (1) not more than two
26 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
27 (\$75). However, the weekly compensation payable shall not exceed the
28 average weekly wages of the employee at the time of the injury. In
29 computing compensation for temporary total disability, temporary
30 partial disability, and total permanent disability, with respect to injuries
31 occurring on and after July 1, 1983, and before July 1, 1984, the
32 average weekly wages are considered to be (1) not more than two
33 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
34 dollars (\$75). However, the weekly compensation payable shall not
35 exceed the average weekly wages of the employee at the time of the
36 injury. In computing compensation for temporary total disability,
37 temporary partial disability, and total permanent disability, with respect
38 to injuries occurring on and after July 1, 1984, and before July 1, 1985,

1 the average weekly wages are considered to be (1) not more than two
2 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
3 dollars (\$75). However, the weekly compensation payable shall not
4 exceed the average weekly wages of the employee at the time of the
5 injury. In computing compensation for temporary total disability,
6 temporary partial disability, and total permanent disability, with respect
7 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
8 the average weekly wages are considered to be (1) not more than two
9 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five
10 dollars (\$75). However, the weekly compensation payable shall not
11 exceed the average weekly wages of the employee at the time of the
12 injury. In computing compensation for temporary total disability,
13 temporary partial disability, and total permanent disability, with respect
14 to injuries occurring on and after July 1, 1986, and before July 1, 1988,
15 the average weekly wages are considered to be (1) not more than two
16 hundred eighty-five dollars (\$285) and (2) not less than seventy-five
17 dollars (\$75). However, the weekly compensation payable shall not
18 exceed the average weekly wages of the employee at the time of the
19 injury. In computing compensation for temporary total disability,
20 temporary partial disability, and total permanent disability, with respect
21 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
22 the average weekly wages are considered to be (1) not more than three
23 hundred eighty-four dollars (\$384) and (2) not less than seventy-five
24 dollars (\$75). However, the weekly compensation payable shall not
25 exceed the average weekly wages of the employee at the time of the
26 injury.

27 In computing compensation for temporary total disability, temporary
28 partial disability, and total permanent disability, with respect to injuries
29 occurring on and after July 1, 1989, and before July 1, 1990, the
30 average weekly wages are considered to be (1) not more than four
31 hundred eleven dollars (\$411) and (2) not less than seventy-five dollars
32 (\$75). However, the weekly compensation payable shall not exceed the
33 average weekly wages of the employee at the time of the injury.

34 In computing compensation for temporary total disability, temporary
35 partial disability, and total permanent disability, with respect to injuries
36 occurring on and after July 1, 1990, and before July 1, 1991, the
37 average weekly wages are considered to be (1) not more than four
38 hundred forty-one dollars (\$441) and (2) not less than seventy-five

1 dollars (\$75). However, the weekly compensation payable shall not
2 exceed the average weekly wages of the employee at the time of the
3 injury.

4 In computing compensation for temporary total disability, temporary
5 partial disability, and total permanent disability, with respect to injuries
6 occurring on and after July 1, 1991, and before July 1, 1992, the
7 average weekly wages are considered to be (1) not more than four
8 hundred ninety-two dollars (\$492) and (2) not less than seventy-five
9 dollars (\$75). However, the weekly compensation payable shall not
10 exceed the average weekly wages of the employee at the time of the
11 injury.

12 In computing compensation for temporary total disability, temporary
13 partial disability, and total permanent disability, with respect to injuries
14 occurring on and after July 1, 1992, and before July 1, 1993, the
15 average weekly wages are considered to be (1) not more than five
16 hundred forty dollars (\$540) and (2) not less than seventy-five dollars
17 (\$75). However, the weekly compensation payable shall not exceed the
18 average weekly wages of the employee at the time of the injury.

19 In computing compensation for temporary total disability, temporary
20 partial disability, and total permanent disability, with respect to injuries
21 occurring on and after July 1, 1993, and before July 1, 1994, the
22 average weekly wages are considered to be (1) not more than five
23 hundred ninety-one dollars (\$591) and (2) not less than seventy-five
24 dollars (\$75). However, the weekly compensation payable shall not
25 exceed the average weekly wages of the employee at the time of the
26 injury.

27 In computing compensation for temporary total disability, temporary
28 partial disability, and total permanent disability, with respect to injuries
29 occurring on and after July 1, 1994, and before July 1, 1997, the
30 average weekly wages are considered to be (1) not more than six
31 hundred forty-two dollars (\$642) and (2) not less than seventy-five
32 dollars (\$75). However, the weekly compensation payable shall not
33 exceed the average weekly wages of the employee at the time of the
34 injury.

35 (b) In computing compensation for temporary total disability,
36 temporary partial disability, and total permanent disability, the average
37 weekly wages are considered to be:

38 (1) with respect to injuries occurring on and after July 1, 1997,

- 1 and before July 1, 1998:
- 2 (A) not more than six hundred seventy-two dollars (\$672); and
- 3 (B) not less than seventy-five dollars (\$75);
- 4 (2) with respect to injuries occurring on and after July 1, 1998,
- 5 and before July 1, 1999:
- 6 (A) not more than seven hundred two dollars (\$702); and
- 7 (B) not less than seventy-five dollars (\$75);
- 8 (3) with respect to injuries occurring on and after July 1, 1999,
- 9 and before July 1, 2000:
- 10 (A) not more than seven hundred thirty-two dollars (\$732);
- 11 and
- 12 (B) not less than seventy-five dollars (\$75); and
- 13 (4) with respect to injuries occurring on and after July 1, 2000,
- 14 **and before July 1, 2001:**
- 15 (A) not more than seven hundred sixty-two dollars (\$762); and
- 16 (B) not less than seventy-five dollars (\$75);
- 17 **(5) with respect to injuries occurring on and after July 1,**
- 18 **2001, and before July 1, 2002:**
- 19 (A) not more than seven hundred ninety-two dollars
- 20 (\$792); and
- 21 (B) not less than seventy-five dollars (\$75);
- 22 **(6) with respect to injuries occurring on and after July 1,**
- 23 **2002, and before July 1, 2003:**
- 24 (A) not more than eight hundred twenty-two dollars
- 25 (\$822); and
- 26 (B) not less than seventy-five dollars (\$75);
- 27 **(7) with respect to injuries occurring on and after July 1,**
- 28 **2003, and before July 1, 2004:**
- 29 (A) not more than eight hundred fifty-two dollars (\$852);
- 30 and
- 31 (B) not less than seventy-five dollars (\$75);
- 32 **(8) with respect to injuries occurring on and after July 1,**
- 33 **2004:**
- 34 (A) not more than eight hundred eighty-two dollars (\$882);
- 35 and
- 36 (B) not less than seventy-five dollars (\$75).
- 37 However, the weekly compensation payable shall not exceed the
- 38 average weekly wages of the employee at the time of the injury.

1 (c) For the purpose of this section only and with respect to injuries
2 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the
3 term "dependent" as used in this section shall mean persons defined as
4 presumptive dependents under section 19 of this chapter, except that
5 such dependency shall be determined as of the date of the injury to the
6 employee.

7 (d) With respect to any injury occurring on and after April 1, 1955,
8 and prior to April 1, 1957, the maximum compensation exclusive of
9 medical benefits, which shall be paid for an injury under any provisions
10 of this law or under any combination of its provisions shall not exceed
11 twelve thousand five hundred dollars (\$12,500) in any case. With
12 respect to any injury occurring on and after April 1, 1957 and prior to
13 April 1, 1963, the maximum compensation exclusive of medical
14 benefits, which shall be paid for an injury under any provision of this
15 law or under any combination of its provisions shall not exceed fifteen
16 thousand dollars (\$15,000) in any case. With respect to any injury
17 occurring on and after April 1, 1963, and prior to April 1, 1965, the
18 maximum compensation exclusive of medical benefits, which shall be
19 paid for an injury under any provision of this law or under any
20 combination of its provisions shall not exceed sixteen thousand five
21 hundred dollars (\$16,500) in any case. With respect to any injury
22 occurring on and after April 1, 1965, and prior to April 1, 1967, the
23 maximum compensation exclusive of medical benefits which shall be
24 paid for any injury under any provision of this law or any combination
25 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
26 case. With respect to any injury occurring on and after April 1, 1967,
27 and prior to July 1, 1971, the maximum compensation exclusive of
28 medical benefits which shall be paid for an injury under any provision
29 of this law or any combination of provisions shall not exceed
30 twenty-five thousand dollars (\$25,000) in any case. With respect to any
31 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the
32 maximum compensation exclusive of medical benefits which shall be
33 paid for any injury under any provision of this law or any combination
34 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
35 case. With respect to any injury occurring on and after July 1, 1974,
36 and before July 1, 1976, the maximum compensation exclusive of
37 medical benefits which shall be paid for an injury under any provision
38 of this law or any combination of provisions shall not exceed forty-five

1 thousand dollars (\$45,000) in any case. With respect to an injury
2 occurring on and after July 1, 1976, and before July 1, 1977, the
3 maximum compensation, exclusive of medical benefits, which shall be
4 paid for any injury under any provision of this law or any combination
5 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
6 any case. With respect to any injury occurring on and after July 1,
7 1977, and before July 1, 1979, the maximum compensation, exclusive
8 of medical benefits, which may be paid for an injury under any
9 provision of this law or any combination of provisions may not exceed
10 sixty thousand dollars (\$60,000) in any case. With respect to any injury
11 occurring on and after July 1, 1979, and before July 1, 1980, the
12 maximum compensation, exclusive of medical benefits, which may be
13 paid for an injury under any provisions of this law or any combination
14 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
15 any case. With respect to any injury occurring on and after July 1,
16 1980, and before July 1, 1983, the maximum compensation, exclusive
17 of medical benefits, which may be paid for an injury under any
18 provisions of this law or any combination of provisions may not exceed
19 seventy thousand dollars (\$70,000) in any case. With respect to any
20 injury occurring on and after July 1, 1983, and before July 1, 1984, the
21 maximum compensation, exclusive of medical benefits, which may be
22 paid for an injury under any provisions of this law or any combination
23 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
24 in any case. With respect to any injury occurring on and after July 1,
25 1984, and before July 1, 1985, the maximum compensation, exclusive
26 of medical benefits, which may be paid for an injury under any
27 provisions of this law or any combination of provisions may not exceed
28 eighty-three thousand dollars (\$83,000) in any case. With respect to
29 any injury occurring on and after July 1, 1985, and before July 1, 1986,
30 the maximum compensation, exclusive of medical benefits, which may
31 be paid for an injury under any provisions of this law or any
32 combination of provisions may not exceed eighty-nine thousand dollars
33 (\$89,000) in any case. With respect to any injury occurring on and after
34 July 1, 1986, and before July 1, 1988, the maximum compensation,
35 exclusive of medical benefits, which may be paid for an injury under
36 any provisions of this law or any combination of provisions may not
37 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
38 to any injury occurring on and after July 1, 1988, and before July 1,

1 1989, the maximum compensation, exclusive of medical benefits,
2 which may be paid for an injury under any provisions of this law or any
3 combination of provisions may not exceed one hundred twenty-eight
4 thousand dollars (\$128,000) in any case.

5 With respect to any injury occurring on and after July 1, 1989, and
6 before July 1, 1990, the maximum compensation, exclusive of medical
7 benefits, which may be paid for an injury under any provisions of this
8 law or any combination of provisions may not exceed one hundred
9 thirty-seven thousand dollars (\$137,000) in any case.

10 With respect to any injury occurring on and after July 1, 1990, and
11 before July 1, 1991, the maximum compensation, exclusive of medical
12 benefits, which may be paid for an injury under any provisions of this
13 law or any combination of provisions may not exceed one hundred
14 forty-seven thousand dollars (\$147,000) in any case.

15 With respect to any injury occurring on and after July 1, 1991, and
16 before July 1, 1992, the maximum compensation, exclusive of medical
17 benefits, that may be paid for an injury under any provisions of this law
18 or any combination of provisions may not exceed one hundred
19 sixty-four thousand dollars (\$164,000) in any case.

20 With respect to any injury occurring on and after July 1, 1992, and
21 before July 1, 1993, the maximum compensation, exclusive of medical
22 benefits, that may be paid for an injury under any provisions of this law
23 or any combination of provisions may not exceed one hundred eighty
24 thousand dollars (\$180,000) in any case.

25 With respect to any injury occurring on and after July 1, 1993, and
26 before July 1, 1994, the maximum compensation, exclusive of medical
27 benefits, that may be paid for an injury under any provisions of this law
28 or any combination of provisions may not exceed one hundred
29 ninety-seven thousand dollars (\$197,000) in any case.

30 With respect to any injury occurring on and after July 1, 1994, and
31 before July 1, 1997, the maximum compensation, exclusive of medical
32 benefits, which may be paid for an injury under any provisions of this
33 law or any combination of provisions may not exceed two hundred
34 fourteen thousand dollars (\$214,000) in any case.

35 (e) The maximum compensation, exclusive of medical benefits, that
36 may be paid for an injury under any provision of this law or any
37 combination of provisions may not exceed the following amounts in
38 any case:

- 1 (1) With respect to an injury occurring on and after July 1, 1997,
 2 and before July 1, 1998, two hundred twenty-four thousand
 3 dollars (\$224,000).
- 4 (2) With respect to an injury occurring on and after July 1, 1998,
 5 and before July 1, 1999, two hundred thirty-four thousand dollars
 6 (\$234,000).
- 7 (3) With respect to an injury occurring on and after July 1, 1999,
 8 and before July 1, 2000, two hundred forty-four thousand dollars
 9 (\$244,000).
- 10 (4) With respect to an injury occurring on and after July 1, 2000,
 11 **and before July 1, 2001**, two hundred fifty-four thousand dollars
 12 (\$254,000).
- 13 **(5) With respect to an injury occurring on and after July 1,**
 14 **2001, and before July 1, 2002, two hundred sixty-four**
 15 **thousand dollars (\$264,000).**
- 16 **(6) With respect to an injury occurring on and after July 1,**
 17 **2002, and before July 1, 2003, two hundred seventy-four**
 18 **thousand dollars (\$274,000).**
- 19 **(7) With respect to an injury occurring on and after July 1,**
 20 **2003, and before July 1, 2004, two hundred eighty-four**
 21 **thousand dollars (\$284,000).**
- 22 **(8) With respect to an injury occurring on and after July 1,**
 23 **2004, two hundred ninety-four thousand dollars (\$294,000).**

24 SECTION 11. IC 22-3-3-30 IS AMENDED TO READ AS
 25 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 30. No limitation of
 26 time provided in IC 22-3-2 through IC 22-3-6 shall run against any
 27 person who is mentally incompetent or a minor so long as he has no
 28 **parent**, guardian or trustee.

29 SECTION 12. IC 22-3-4-12 IS AMENDED TO READ AS
 30 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12. Except as provided
 31 in section 12.1 of this chapter, the fees of attorneys and physicians and
 32 charges of nurses and hospitals for services under IC 22-3-2 through
 33 IC 22-3-6 shall be subject to the approval of the **industrial worker's**
 34 **compensation** board. When any claimant for compensation is
 35 represented by an attorney in the prosecution of his claim, the **industrial**
 36 **worker's compensation** board shall fix and state in the award, if
 37 compensation be awarded, the amount of the claimant's attorney's fees.
 38 The fee so fixed shall be binding upon both the claimant and his

1 attorney, and the employer shall pay to the attorney out of the award the
2 fee so fixed, and the receipt of the attorney therefor shall fully acquit
3 the employer for an equal portion of the award; provided, that
4 whenever the **industrial worker's compensation** board shall determine
5 upon hearing of a claim that the employer has acted in bad faith in
6 adjusting and settling said award, or whenever the **industrial worker's**
7 **compensation** board shall determine upon hearing of a claim that the
8 employer has not pursued the settlement of said claim with diligence,
9 then the board shall, if compensation be awarded, fix the amount of the
10 claimant's attorney's fees and such attorney fees shall be paid to the
11 attorney and shall not be charged against the award to the claimant.
12 **Whenever the worker's compensation board determines that the**
13 **claimant's application for benefits was, at the time it was filed,**
14 **fraudulent or in bad faith, the board shall fix the amount of the**
15 **employer's attorney's fees to be paid by the claimant.**

16 SECTION 13. IC 22-3-4-12.1 IS AMENDED TO READ AS
17 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12.1. (a) The worker's
18 compensation board, upon hearing a claim for benefits, has the
19 exclusive jurisdiction to determine whether the employer, the
20 employer's worker's compensation administrator, or the worker's
21 compensation insurance carrier has acted with a lack of diligence, in
22 bad faith, or has committed an independent tort in adjusting or settling
23 the claim for compensation.

24 (b) If lack of diligence, bad faith, or an independent tort is proven
25 under subsection (a), the award to the claimant shall be at least five
26 hundred dollars (\$500), but not more than twenty thousand dollars
27 (\$20,000), depending upon the degree of culpability and the actual
28 damages sustained.

29 (c) An award under this section shall be paid by the employer,
30 worker's compensation administrator, or worker's compensation
31 insurance carrier responsible to the claimant for the lack of diligence,
32 bad faith, or independent tort.

33 (d) The worker's compensation board shall fix in addition to any
34 award under this section the amount of attorney's fees payable with
35 respect to an award made under this section. The attorney's fees may
36 not exceed thirty-three and one-third percent (33 1/3%) of the amount
37 of the award.

38 (e) If the worker's compensation board makes an award under this

1 section, it shall reduce the award to writing and forward a copy to the
2 department of insurance for review under IC 27-4-1-4.5.

3 **(f) An award or awards to a claimant pursuant to subsection (b)**
4 **shall not total more than twenty thousand dollars (\$20,000) during**
5 **the life of the claim for benefits arising from an accidental injury.**

6 SECTION 14. IC 22-3-6-1, AS AMENDED BY P.L.235-1999,
7 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
8 JULY 1, 2000]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
9 context otherwise requires:

10 (a) "Employer" includes the state and any political subdivision, any
11 municipal corporation within the state, any individual or the legal
12 representative of a deceased individual, firm, association, limited
13 liability company, or corporation or the receiver or trustee of the same,
14 using the services of another for pay. **A parent or a subsidiary of a**
15 **corporation or a lessor of employees shall be considered to be the**
16 **employer of the corporation's, the lessee's, or the lessor's**
17 **employees for purposes of IC 22-3-2-6.** If the employer is insured, the
18 term includes the employer's insurer so far as applicable. However, the
19 inclusion of an employer's insurer within this definition does not allow
20 an employer's insurer to avoid payment for services rendered to an
21 employee with the approval of the employer. The term also includes an
22 employer that provides on-the-job training under the federal School to
23 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth
24 in IC 22-3-2-2.5.

25 (b) "Employee" means every person, including a minor, in the
26 service of another, under any contract of hire or apprenticeship, written
27 or implied, except one whose employment is both casual and not in the
28 usual course of the trade, business, occupation, or profession of the
29 employer.

30 (1) An executive officer elected or appointed and empowered in
31 accordance with the charter and bylaws of a corporation, other
32 than a municipal corporation or governmental subdivision or a
33 charitable, religious, educational, or other nonprofit corporation,
34 is an employee of the corporation under IC 22-3-2 through
35 IC 22-3-6.

36 (2) An executive officer of a municipal corporation or other
37 governmental subdivision or of a charitable, religious,
38 educational, or other nonprofit corporation may, notwithstanding

- 1 any other provision of IC 22-3-2 through IC 22-3-6, be brought
2 within the coverage of its insurance contract by the corporation by
3 specifically including the executive officer in the contract of
4 insurance. The election to bring the executive officer within the
5 coverage shall continue for the period the contract of insurance is
6 in effect, and during this period, the executive officers thus
7 brought within the coverage of the insurance contract are
8 employees of the corporation under IC 22-3-2 through IC 22-3-6.
- 9 (3) Any reference to an employee who has been injured, when the
10 employee is dead, also includes the employee's legal
11 representatives, dependents, and other persons to whom
12 compensation may be payable.
- 13 (4) An owner of a sole proprietorship may elect to include the
14 owner as an employee under IC 22-3-2 through IC 22-3-6 if the
15 owner is actually engaged in the proprietorship business. If the
16 owner makes this election, the owner must serve upon the owner's
17 insurance carrier and upon the board written notice of the
18 election. No owner of a sole proprietorship may be considered an
19 employee under IC 22-3-2 through IC 22-3-6 until the notice has
20 been received. If the owner of a sole proprietorship is an
21 independent contractor in the construction trades and does not
22 make the election provided under this subdivision, the owner
23 must obtain an affidavit of exemption under IC 22-3-2-14.5.
- 24 (5) A partner in a partnership may elect to include the partner as
25 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
26 actually engaged in the partnership business. If a partner makes
27 this election, the partner must serve upon the partner's insurance
28 carrier and upon the board written notice of the election. No
29 partner may be considered an employee under IC 22-3-2 through
30 IC 22-3-6 until the notice has been received. If a partner in a
31 partnership is an independent contractor in the construction trades
32 and does not make the election provided under this subdivision,
33 the partner must obtain an affidavit of exemption under
34 IC 22-3-2-14.5.
- 35 (6) Real estate professionals are not employees under IC 22-3-2
36 through IC 22-3-6 if:
- 37 (A) they are licensed real estate agents;
- 38 (B) substantially all their remuneration is directly related to

1 sales volume and not the number of hours worked; and
2 (C) they have written agreements with real estate brokers
3 stating that they are not to be treated as employees for tax
4 purposes.

5 (7) A person is an independent contractor in the construction
6 trades and not an employee under IC 22-3-2 through IC 22-3-6 if
7 the person is an independent contractor under the guidelines of
8 the United States Internal Revenue Service.

9 (8) An owner-operator that provides a motor vehicle and the
10 services of a driver under a written contract that is subject to
11 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor
12 carrier is not an employee of the motor carrier for purposes of
13 IC 22-3-2 through IC 22-3-6. The owner-operator may elect to be
14 covered and have the owner-operator's drivers covered under a
15 worker's compensation insurance policy or authorized
16 self-insurance that insures the motor carrier if the owner-operator
17 pays the premiums as requested by the motor carrier. An election
18 by an owner-operator under this subdivision does not terminate
19 the independent contractor status of the owner-operator for any
20 purpose other than the purpose of this subdivision.

21 (9) A member or manager in a limited liability company may elect
22 to include the member or manager as an employee under
23 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
24 engaged in the limited liability company business. If a member or
25 manager makes this election, the member or manager must serve
26 upon the member's or manager's insurance carrier and upon the
27 board written notice of the election. A member or manager may
28 not be considered an employee under IC 22-3-2 through IC 22-3-6
29 until the notice has been received.

30 (10) An unpaid participant under the federal School to Work
31 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
32 extent set forth in IC 22-3-2-2.5.

33 (c) "Minor" means an individual who has not reached seventeen
34 (17) years of age.

35 (1) Unless otherwise provided in this subsection, a minor
36 employee shall be considered as being of full age for all purposes
37 of IC 22-3-2 through IC 22-3-6.

38 (2) If the employee is a minor who, at the time of the accident, is

1 employed, required, suffered, or permitted to work in violation of
2 IC 20-8.1-4-25, the amount of compensation and death benefits,
3 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
4 amount which would otherwise be recoverable. The insurance
5 carrier shall be liable on its policy for one-half (1/2) of the
6 compensation or benefits that may be payable on account of the
7 injury or death of the minor, and the employer shall be liable for
8 the other one-half (1/2) of the compensation or benefits. If the
9 employee is a minor who is not less than sixteen (16) years of age
10 and who has not reached seventeen (17) years of age and who at
11 the time of the accident is employed, suffered, or permitted to
12 work at any occupation which is not prohibited by law, this
13 subdivision does not apply.

14 (3) A minor employee who, at the time of the accident, is a
15 student performing services for an employer as part of an
16 approved program under IC 20-10.1-6-7 shall be considered a
17 full-time employee for the purpose of computing compensation
18 for permanent impairment under IC 22-3-3-10. The average
19 weekly wages for such a student shall be calculated as provided
20 in subsection (d)(4).

21 (4) The rights and remedies granted in this subsection to a minor
22 under IC 22-3-2 through IC 22-3-6 on account of personal injury
23 or death by accident shall exclude all rights and remedies of the
24 minor, the minor's parents, or the minor's personal
25 representatives, dependents, or next of kin at common law,
26 statutory or otherwise, on account of the injury or death. This
27 subsection does not apply to minors who have reached seventeen
28 (17) years of age.

29 (d) "Average weekly wages" means the earnings of the injured
30 employee in the employment in which the employee was working at the
31 time of the injury during the period of fifty-two (52) weeks
32 immediately preceding the date of injury, divided by fifty-two (52),
33 except as follows:

34 (1) If the injured employee lost seven (7) or more calendar days
35 during this period, although not in the same week, then the
36 earnings for the remainder of the fifty-two (52) weeks shall be
37 divided by the number of weeks and parts thereof remaining after
38 the time lost has been deducted.

1 (2) Where the employment prior to the injury extended over a
 2 period of less than fifty-two (52) weeks, the method of dividing
 3 the earnings during that period by the number of weeks and parts
 4 thereof during which the employee earned wages shall be
 5 followed, if results just and fair to both parties will be obtained.
 6 Where by reason of the shortness of the time during which the
 7 employee has been in the employment of the employee's employer
 8 or of the casual nature or terms of the employment it is
 9 impracticable to compute the average weekly wages, as defined
 10 in this subsection, regard shall be had to the average weekly
 11 amount which during the fifty-two (52) weeks previous to the
 12 injury was being earned by a person in the same grade employed
 13 at the same work by the same employer or, if there is no person so
 14 employed, by a person in the same grade employed in the same
 15 class of employment in the same district.

16 (3) Wherever allowances of any character made to an employee
 17 in lieu of wages are a specified part of the wage contract, they
 18 shall be deemed a part of his earnings; **provided that such**
 19 **allowances constitute and are reported by the employee to**
 20 **taxing authorities as a part of the employee's gross income.**

21 **(4) Any reimbursement of expenses on an actual or per diem**
 22 **basis shall not be a part of the employee's earnings.**

23 ~~(4)~~ (5) In computing the average weekly wages to be used in
 24 calculating an award for permanent impairment under
 25 IC 22-3-3-10 for a student employee in an approved training
 26 program under IC 20-10.1-6-7, the following formula shall be
 27 used. Calculate the product of:

28 (A) the student employee's hourly wage rate; multiplied by

29 (B) forty (40) hours.

30 The result obtained is the amount of the average weekly wages for
 31 the student employee.

32 (e) "Injury" and "personal injury" mean only injury by accident
 33 arising out of and in the course of the employment and do not include
 34 a disease in any form except as it results from the injury. **Mental or**
 35 **emotional injury resulting from work-related stress does not arise**
 36 **out of or in the course of the employment, unless it is demonstrated**
 37 **that the stress was predominately work-related and was**
 38 **extraordinary and unusual. The amount of work stress must be**

1 **measured by objective standards and actual events. A mental or**
2 **emotional injury is not considered to arise out of or in the course**
3 **of the employment if it resulted from any disciplinary action, work**
4 **evaluation, job transfer, layoff, demotion, termination or other**
5 **similar action taken by the employer.**

6 (f) "Billing review service" refers to a person or an entity that
7 reviews a medical service provider's bills or statements for the purpose
8 of determining pecuniary liability. The term includes an employer's
9 worker's compensation insurance carrier if the insurance carrier
10 performs such a review.

11 (g) "Billing review standard" means the data used by a billing
12 review service to determine pecuniary liability.

13 (h) "Community" means a geographic service area based on zip
14 code districts defined by the United States Postal Service according to
15 the following groupings:

16 (1) The geographic service area served by zip codes with the first
17 three (3) digits 463 and 464.

18 (2) The geographic service area served by zip codes with the first
19 three (3) digits 465 and 466.

20 (3) The geographic service area served by zip codes with the first
21 three (3) digits 467 and 468.

22 (4) The geographic service area served by zip codes with the first
23 three (3) digits 469 and 479.

24 (5) The geographic service area served by zip codes with the first
25 three (3) digits 460, 461 (except 46107), and 473.

26 (6) The geographic service area served by the 46107 zip code and
27 zip codes with the first three (3) digits 462.

28 (7) The geographic service area served by zip codes with the first
29 three (3) digits 470, 471, 472, 474, and 478.

30 (8) The geographic service area served by zip codes with the first
31 three (3) digits 475, 476, and 477.

32 (i) "Medical service provider" refers to a person or an entity that
33 provides medical services, treatment, or supplies to an employee under
34 IC 22-3-2 through IC 22-3-6.

35 (j) "Pecuniary liability" means the responsibility of an employer or
36 the employer's insurance carrier for the payment of the charges for each
37 specific service or product for human medical treatment provided
38 under IC 22-3-2 through IC 22-3-6 in a defined community, equal to or

1 less than the charges made by medical service providers at the eightieth
2 percentile in the same community for like services or products.

3 **(k) "Total permanent disability" means the inability to engage**
4 **in any reasonable employment, with reasonableness being**
5 **measured by the employee's physical and mental fitness for**
6 **employment and its availability. The rate of pay to be earned is not**
7 **a measure of reasonableness.**

8 SECTION 19. IC 22-3-7-9, AS AMENDED BY P.L.235-1999,
9 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
10 JULY 1, 2000]: Sec. 9. (a) As used in this chapter, "employer" includes
11 the state and any political subdivision, any municipal corporation
12 within the state, any individual or the legal representative of a deceased
13 individual, firm, association, limited liability company, or corporation
14 or the receiver or trustee of the same, using the services of another for
15 pay. **A parent or a subsidiary of a corporation or a lessor of**
16 **employees shall be considered to be the employer of the**
17 **corporation's, the lessee's, or the lessor's employees for purposes**
18 **of section 6 of this chapter.** The term also includes an employer that
19 provides on-the-job training under the federal School to Work
20 Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth under
21 section 2.5 of this chapter. If the employer is insured, the term includes
22 his insurer so far as applicable. However, the inclusion of an
23 employer's insurer within this definition does not allow an employer's
24 insurer to avoid payment for services rendered to an employee with the
25 approval of the employer.

26 (b) As used in this chapter, "employee" means every person,
27 including a minor, in the service of another, under any contract of hire
28 or apprenticeship written or implied, except one whose employment is
29 both casual and not in the usual course of the trade, business,
30 occupation, or profession of the employer. For purposes of this chapter
31 the following apply:

32 (1) Any reference to an employee who has suffered disablement,
33 when the employee is dead, also includes his legal representative,
34 dependents, and other persons to whom compensation may be
35 payable.

36 (2) An owner of a sole proprietorship may elect to include himself
37 as an employee under this chapter if he is actually engaged in the
38 proprietorship business. If the owner makes this election, he must

1 serve upon his insurance carrier and upon the board written notice
2 of the election. No owner of a sole proprietorship may be
3 considered an employee under this chapter unless the notice has
4 been received. If the owner of a sole proprietorship is an
5 independent contractor in the construction trades and does not
6 make the election provided under this subdivision, the owner
7 must obtain an affidavit of exemption under IC 22-3-7-34.5.

8 (3) A partner in a partnership may elect to include himself as a
9 employee under this chapter if he is actually engaged in the
10 partnership business. If a partner makes this election, he must
11 serve upon his insurance carrier and upon the board written notice
12 of the election. No partner may be considered an employee under
13 this chapter until the notice has been received. If a partner in a
14 partnership is an independent contractor in the construction trades
15 and does not make the election provided under this subdivision,
16 the partner must obtain an affidavit of exemption under
17 IC 22-3-7-34.5.

18 (4) Real estate professionals are not employees under this chapter
19 if:

- 20 (A) they are licensed real estate agents;
- 21 (B) substantially all their remuneration is directly related to
22 sales volume and not the number of hours worked; and
- 23 (C) they have written agreements with real estate brokers
24 stating that they are not to be treated as employees for tax
25 purposes.

26 (5) A person is an independent contractor in the construction
27 trades and not an employee under this chapter if the person is an
28 independent contractor under the guidelines of the United States
29 Internal Revenue Service.

30 (6) An owner-operator that provides a motor vehicle and the
31 services of a driver under a written contract that is subject to
32 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor
33 carrier is not an employee of the motor carrier for purposes of this
34 chapter. The owner-operator may elect to be covered and have the
35 owner-operator's drivers covered under a worker's compensation
36 insurance policy or authorized self-insurance that insures the
37 motor carrier if the owner-operator pays the premiums as
38 requested by the motor carrier. An election by an owner-operator

1 under this subdivision does not terminate the independent
2 contractor status of the owner-operator for any purpose other than
3 the purpose of this subdivision.

4 (7) An unpaid participant under the federal School to Work
5 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
6 extent set forth under section 2.5 of this chapter.

7 (c) As used in this chapter, "minor" means an individual who has
8 not reached seventeen (17) years of age. A minor employee shall be
9 considered as being of full age for all purposes of this chapter.
10 However, if the employee is a minor who, at the time of the last
11 exposure, is employed, required, suffered, or permitted to work in
12 violation of the child labor laws of this state, the amount of
13 compensation and death benefits, as provided in this chapter, shall be
14 double the amount which would otherwise be recoverable. The
15 insurance carrier shall be liable on its policy for one-half (1/2) of the
16 compensation or benefits that may be payable on account of the
17 disability or death of the minor, and the employer shall be wholly liable
18 for the other one-half (1/2) of the compensation or benefits. If the
19 employee is a minor who is not less than sixteen (16) years of age and
20 who has not reached seventeen (17) years of age, and who at the time
21 of the last exposure is employed, suffered, or permitted to work at any
22 occupation which is not prohibited by law, the provisions of this
23 subsection prescribing double the amount otherwise recoverable do not
24 apply. The rights and remedies granted to a minor under this chapter on
25 account of disease shall exclude all rights and remedies of the minor,
26 his parents, his personal representatives, dependents, or next of kin at
27 common law, statutory or otherwise, on account of any disease.

28 (d) This chapter does not apply to casual laborers as defined in
29 subsection (b), nor to farm or agricultural employees, nor to household
30 employees, nor to railroad employees engaged in train service as
31 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
32 foremen in charge of yard engines and helpers assigned thereto, nor to
33 their employers with respect to these employees. Also, this chapter
34 does not apply to employees or their employers with respect to
35 employments in which the laws of the United States provide for
36 compensation or liability for injury to the health, disability, or death by
37 reason of diseases suffered by these employees.

38 (e) As used in this chapter, "disablement" means the event of

1 becoming disabled from earning full wages at the work in which the
2 employee was engaged when last exposed to the hazards of the
3 occupational disease by the employer from whom he claims
4 compensation or equal wages in other suitable employment, and
5 "disability" means the state of being so incapacitated.

6 (f) For the purposes of this chapter, no compensation shall be
7 payable for or on account of any occupational diseases unless
8 disablement, as defined in subsection (e), occurs within two (2) years
9 after the last day of the last exposure to the hazards of the disease
10 except for the following:

11 (1) In all cases of occupational diseases caused by the inhalation
12 of silica dust or coal dust, no compensation shall be payable
13 unless disablement, as defined in subsection (e), occurs within
14 three (3) years after the last day of the last exposure to the hazards
15 of the disease.

16 (2) In all cases of occupational disease caused by the exposure to
17 radiation, no compensation shall be payable unless disablement,
18 as defined in subsection (e), occurs within two (2) years from the
19 date on which the employee had knowledge of the nature of his
20 occupational disease or, by exercise of reasonable diligence,
21 should have known of the existence of such disease and its causal
22 relationship to his employment.

23 (3) In all cases of occupational diseases caused by the inhalation
24 of asbestos dust, no compensation shall be payable unless
25 disablement, as defined in subsection (e), occurs within three (3)
26 years after the last day of the last exposure to the hazards of the
27 disease if the last day of the last exposure was before July 1, 1985.

28 (4) In all cases of occupational disease caused by the inhalation
29 of asbestos dust in which the last date of the last exposure occurs
30 on or after July 1, 1985, and before July 1, 1988, no compensation
31 shall be payable unless disablement, as defined in subsection (e),
32 occurs within twenty (20) years after the last day of the last
33 exposure.

34 (5) In all cases of occupational disease caused by the inhalation
35 of asbestos dust in which the last date of the last exposure occurs
36 on or after July 1, 1988, no compensation shall be payable unless
37 disablement (as defined in subsection (e)) occurs within
38 thirty-five (35) years after the last day of the last exposure.

1 (g) For the purposes of this chapter, no compensation shall be
2 payable for or on account of death resulting from any occupational
3 disease unless death occurs within two (2) years after the date of
4 disablement. However, this subsection does not bar compensation for
5 death:

6 (1) where death occurs during the pendency of a claim filed by an
7 employee within two (2) years after the date of disablement and
8 which claim has not resulted in a decision or has resulted in a
9 decision which is in process of review or appeal; or

10 (2) where, by agreement filed or decision rendered, a
11 compensable period of disability has been fixed and death occurs
12 within two (2) years after the end of such fixed period, but in no
13 event later than three hundred (300) weeks after the date of
14 disablement.

15 (h) As used in this chapter, "billing review service" refers to a
16 person or an entity that reviews a medical service provider's bills or
17 statements for the purpose of determining pecuniary liability. The term
18 includes an employer's worker's compensation insurance carrier if the
19 insurance carrier performs such a review.

20 (i) As used in this chapter, "billing review standard" means the data
21 used by a billing review service to determine pecuniary liability.

22 (j) As used in this chapter, "community" means a geographic service
23 area based on zip code districts defined by the United States Postal
24 Service according to the following groupings:

25 (1) The geographic service area served by zip codes with the first
26 three (3) digits 463 and 464.

27 (2) The geographic service area served by zip codes with the first
28 three (3) digits 465 and 466.

29 (3) The geographic service area served by zip codes with the first
30 three (3) digits 467 and 468.

31 (4) The geographic service area served by zip codes with the first
32 three (3) digits 469 and 479.

33 (5) The geographic service area served by zip codes with the first
34 three (3) digits 460, 461 (except 46107), and 473.

35 (6) The geographic service area served by the 46107 zip code and
36 zip codes with the first three (3) digits 462.

37 (7) The geographic service area served by zip codes with the first
38 three (3) digits 470, 471, 472, 474, and 478.

1 (8) The geographic service area served by zip codes with the first
2 three (3) digits 475, 476, and 477.

3 (k) As used in this chapter, "medical service provider" refers to a
4 person or an entity that provides medical services, treatment, or
5 supplies to an employee under this chapter.

6 (l) As used in this chapter, "pecuniary liability" means the
7 responsibility of an employer or the employer's insurance carrier for the
8 payment of the charges for each specific service or product for human
9 medical treatment provided under this chapter in a defined community,
10 equal to or less than the charges made by medical service providers at
11 the eightieth percentile in the same community for like services or
12 products.

13 SECTION 15. IC 22-3-7-16 IS AMENDED TO READ AS
14 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 16. (a) Compensation
15 shall be allowed on account of disablement from occupational disease
16 resulting in only temporary total disability to work or temporary partial
17 disability to work beginning with the eighth day of such disability
18 except for the medical benefits provided for in section 17 of this
19 chapter. Compensation shall be allowed for the first seven (7) calendar
20 days only as provided in this section. The first weekly installment of
21 compensation for temporary disability is due fourteen (14) days after
22 the disability begins. Not later than fifteen (15) days from the date that
23 the first installment of compensation is due, the employer or the
24 employer's insurance carrier shall tender to the employee or to the
25 employee's dependents, with all compensation due, a properly prepared
26 compensation agreement in a form prescribed by the board. Whenever
27 an employer or the employer's insurance carrier denies or is not able to
28 determine liability to pay compensation or benefits, the employer or the
29 employer's insurance carrier shall notify the worker's compensation
30 board and the employee in writing on a form prescribed by the worker's
31 compensation board not later than thirty (30) days after the employer's
32 knowledge of the claimed disablement. If a determination of liability
33 cannot be made within thirty (30) days, the worker's compensation
34 board may approve an additional thirty (30) days upon a written request
35 of the employer or the employer's insurance carrier that sets forth the
36 reasons that the determination could not be made within thirty (30)
37 days and states the facts or circumstances that are necessary to
38 determine liability within the additional thirty (30) days. More than

1 thirty (30) days of additional time may be approved by the worker's
2 compensation board upon the filing of a petition by the employer or the
3 employer's insurance carrier that sets forth:

- 4 (1) the extraordinary circumstances that have precluded a
5 determination of liability within the initial sixty (60) days;
- 6 (2) the status of the investigation on the date the petition is filed;
- 7 (3) the facts or circumstances that are necessary to make a
8 determination; and
- 9 (4) a timetable for the completion of the remaining investigation.

10 An employer who fails to comply with this section is subject to a civil
11 penalty of fifty dollars (\$50), to be assessed and collected by the board
12 upon notice and hearing. Civil penalties collected under this section
13 shall be deposited in the state general fund.

14 (b) Once begun, temporary total disability benefits may not be
15 terminated by the employer unless:

- 16 (1) the employee has returned to work;
- 17 (2) the employee has died;
- 18 (3) the employee has refused to undergo a medical examination
19 under section 20 of this chapter;
- 20 (4) the employee has received five hundred (500) weeks of
21 temporary total disability benefits or has been paid the maximum
22 compensation allowable under section 19 of this chapter; or
- 23 (5) the employee is unable or unavailable to work for reasons
24 unrelated to the compensable disease.

25 In all other cases the employer must notify the employee in writing of
26 the employer's intent to terminate the payment of temporary total
27 disability benefits, and of the availability of employment, if any, on a
28 form approved by the board. If the employee disagrees with the
29 proposed termination, the employee must give written notice of
30 disagreement to the board and the employer within seven (7) days after
31 receipt of the notice of intent to terminate benefits. If the board and
32 employer do not receive a notice of disagreement under this section,
33 the employee's temporary total disability benefits shall be terminated.
34 Upon receipt of the notice of disagreement, the board shall immediately
35 contact the parties, which may be by telephone or other means and
36 attempt to resolve the disagreement. If the board is unable to resolve
37 the disagreement within ten (10) days of receipt of the notice of
38 disagreement, the board shall immediately arrange for an evaluation of

1 the employee by an independent medical examiner. The independent
2 medical examiner shall be selected by mutual agreement of the parties
3 or, if the parties are unable to agree, appointed by the board under
4 IC 22-3-4-11. If the independent medical examiner determines that the
5 employee is no longer temporarily disabled or is still temporarily
6 disabled but can return to employment that the employer has made
7 available to the employee, or if the employee fails or refuses to appear
8 for examination by the independent medical examiner, temporary total
9 disability benefits may be terminated. If either party disagrees with the
10 opinion of the independent medical examiner, the party shall apply to
11 the board for a hearing under section 27 of this chapter.

12 (c) An employer is not required to continue the payment of
13 temporary total disability benefits for more than fourteen (14) days
14 after the employer's proposed termination date unless the independent
15 medical examiner determines that the employee is temporarily disabled
16 and unable to return to any employment that the employer has made
17 available to the employee.

18 (d) If it is determined that as a result of this section temporary total
19 disability benefits were overpaid, the overpayment shall be deducted
20 from any benefits due the employee under this section and, if there are
21 no benefits due the employee or the benefits due the employee do not
22 equal the amount of the overpayment, the employee shall be
23 responsible for paying any overpayment which cannot be deducted
24 from benefits due the employee.

25 (e) For disablements occurring on and after April 1, 1951, and prior
26 to July 1, 1971, from occupational disease resulting in temporary total
27 disability for any work there shall be paid to the disabled employee
28 during such temporary total disability a weekly compensation equal to
29 sixty percent (60%) of the employee's average weekly wages for a
30 period not to exceed five hundred (500) weeks. Compensation shall be
31 allowed for the first seven (7) calendar days only if the disability
32 continues for longer than twenty-eight (28) days.

33 For disablements occurring on and after July 1, 1971, and prior to
34 July 1, 1974, from occupational disease resulting in temporary total
35 disability for any work there shall be paid to the disabled employee
36 during such temporary total disability a weekly compensation equal to
37 sixty percent (60%) of the employee's average weekly wages, as
38 defined in section 19 of this chapter, for a period not to exceed five

1 hundred (500) weeks. Compensation shall be allowed for the first seven
2 (7) calendar days only if the disability continues for longer than
3 twenty-eight (28) days.

4 For disablements occurring on and after July 1, 1974, and before
5 July 1, 1976, from occupational disease resulting in temporary total
6 disability for any work there shall be paid to the disabled employee
7 during such temporary total disability a weekly compensation equal to
8 sixty-six and two-thirds percent (66 2/3%) of the employee's average
9 weekly wages, up to one hundred thirty-five dollars (\$135) average
10 weekly wages, as defined in section 19 of this chapter, for a period not
11 to exceed five hundred (500) weeks. Compensation shall be allowed for
12 the first seven (7) calendar days only if the disability continues for
13 longer than twenty-one (21) days.

14 For disablements occurring on and after July 1, 1976, from
15 occupational disease resulting in temporary total disability for any work
16 there shall be paid to the disabled employee during the temporary total
17 disability weekly compensation equal to sixty-six and two-thirds
18 percent (66 2/3%) of the employee's average weekly wages, as defined
19 in section 19 of this chapter, for a period not to exceed five hundred
20 (500) weeks. Compensation shall be allowed for the first seven (7)
21 calendar days only if the disability continues for longer than twenty-one
22 (21) days.

23 (f) For disablements occurring on and after April 1, 1951, and prior
24 to July 1, 1971, from occupational disease resulting in temporary
25 partial disability for work there shall be paid to the disabled employee
26 during such disability a weekly compensation equal to sixty percent
27 (60%) of the difference between the employee's average weekly wages
28 and the weekly wages at which the employee is actually employed after
29 the disablement, for a period not to exceed three hundred (300) weeks.
30 Compensation shall be allowed for the first seven (7) calendar days
31 only if the disability continues for longer than twenty-eight (28) days.
32 In case of partial disability after the period of temporary total disability,
33 the later period shall be included as part of the maximum period
34 allowed for partial disability.

35 For disablements occurring on and after July 1, 1971, and prior to
36 July 1, 1974, from occupational disease resulting in temporary partial
37 disability for work there shall be paid to the disabled employee during
38 such disability a weekly compensation equal to sixty percent (60%) of

1 the difference between the employee's average weekly wages, as
2 defined in section 19 of this chapter, and the weekly wages at which the
3 employee is actually employed after the disablement, for a period not
4 to exceed three hundred (300) weeks. Compensation shall be allowed
5 for the first seven (7) calendar days only if the disability continues for
6 longer than twenty-eight (28) days. In case of partial disability after the
7 period of temporary total disability, the latter period shall be included
8 as a part of the maximum period allowed for partial disability.

9 For disablements occurring on and after July 1, 1974, from
10 occupational disease resulting in temporary partial disability for work
11 there shall be paid to the disabled employee during such disability a
12 weekly compensation equal to sixty-six and two-thirds percent (66
13 $\frac{2}{3}$ %) of the difference between the employee's average weekly wages,
14 as defined in section 19 of this chapter, and the weekly wages at which
15 he is actually employed after the disablement, for a period not to
16 exceed three hundred (300) weeks. Compensation shall be allowed for
17 the first seven (7) calendar days only if the disability continues for
18 longer than twenty-one (21) days. In case of partial disability after the
19 period of temporary total disability, the latter period shall be included
20 as a part of the maximum period allowed for partial disability.

21 (g) For disabilities occurring on and after April 1, 1951, and prior
22 to April 1, 1955, from occupational disease in the following schedule,
23 the employee shall receive in lieu of all other compensation, on account
24 of such disabilities, a weekly compensation of sixty percent (60%) of
25 the employee's average weekly wage; for disabilities occurring on and
26 after April 1, 1955, and prior to July 1, 1971, from occupational disease
27 in the following schedule, the employee shall receive in addition to
28 disability benefits not exceeding twenty-six (26) weeks on account of
29 said occupational disease a weekly compensation of sixty percent
30 (60%) of the employee's average weekly wages.

31 For disabilities occurring on and after July 1, 1971, and before July
32 1, 1977, from occupational disease in the following schedule, the
33 employee shall receive in addition to disability benefits not exceeding
34 twenty-six (26) weeks on account of said occupational disease a weekly
35 compensation of sixty percent (60%) of his average weekly wages not
36 to exceed one hundred dollars (\$100) average weekly wages, for the
37 period stated for such disabilities respectively.

38 For disabilities occurring on and after July 1, 1977, and before July

1 1, 1979, from occupational disease in the following schedule, the
2 employee shall receive in addition to disability benefits not exceeding
3 twenty-six (26) weeks on account of the occupational disease a weekly
4 compensation of sixty percent (60%) of the employee's average weekly
5 wages, not to exceed one hundred twenty-five dollars (\$125) average
6 weekly wages, for the period stated for the disabilities.

7 For disabilities occurring on and after July 1, 1979, and before July
8 1, 1988, from occupational disease in the following schedule, the
9 employee shall receive in addition to disability benefits, not exceeding
10 fifty-two (52) weeks on account of the occupational disease, a weekly
11 compensation of sixty percent (60%) of the employee's average weekly
12 wages, not to exceed one hundred twenty-five dollars (\$125) average
13 weekly wages, for the period stated for the disabilities.

14 For disabilities occurring on and after July 1, 1988, and before July
15 1, 1989, from occupational disease in the following schedule, the
16 employee shall receive in addition to disability benefits, not exceeding
17 seventy-eight (78) weeks on account of the occupational disease, a
18 weekly compensation of sixty percent (60%) of the employee's average
19 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
20 average weekly wages, for the period stated for the disabilities.

21 For disabilities occurring on and after July 1, 1989, and before July
22 1, 1990, from occupational disease in the following schedule, the
23 employee shall receive in addition to disability benefits, not exceeding
24 seventy-eight (78) weeks on account of the occupational disease, a
25 weekly compensation of sixty percent (60%) of the employee's average
26 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
27 average weekly wages, for the period stated for the disabilities.

28 For disabilities occurring on and after July 1, 1990, and before July
29 1, 1991, from occupational disease in the following schedule, the
30 employee shall receive in addition to disability benefits, not exceeding
31 seventy-eight (78) weeks on account of the occupational disease, a
32 weekly compensation of sixty percent (60%) of the employee's average
33 weekly wages, not to exceed two hundred dollars (\$200) average
34 weekly wages, for the period stated for the disabilities.

35 (1) Amputations: For the loss by separation, of the thumb, sixty
36 (60) weeks; of the index finger, forty (40) weeks; of the second
37 finger, thirty-five (35) weeks; of the third or ring finger, thirty
38 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the

1 hand by separation below the elbow, two hundred (200) weeks; of
2 the arm above the elbow joint, two hundred fifty (250) weeks; of
3 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
4 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
5 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
6 the knee joint, one hundred fifty (150) weeks; and of the leg
7 above the knee joint, two hundred (200) weeks. The loss of more
8 than one (1) phalange of a thumb or toe shall be considered as the
9 loss of the entire thumb or toe. The loss of more than two (2)
10 phalanges of a finger shall be considered as the loss of the entire
11 finger. The loss of not more than one (1) phalange of a thumb or
12 toe shall be considered as the loss of one-half (1/2) of the thumb
13 or toe and compensation shall be paid for one-half (1/2) of the
14 period for the loss of the entire thumb or toe. The loss of not more
15 than two (2) phalanges of a finger shall be considered as the loss
16 of one-half (1/2) the finger and compensation shall be paid for
17 one-half (1/2) of the period for the loss of the entire finger.

18 (2) Loss of Use: The total permanent loss of the use of an arm,
19 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
20 as the equivalent of the loss by separation of the arm, hand,
21 thumb, finger, leg, foot, toe, or phalange and the compensation
22 shall be paid for the same period as for the loss thereof by
23 separation.

24 (3) Partial Loss of Use: For the permanent partial loss of the use
25 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
26 compensation shall be paid for the proportionate loss of the use of
27 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

28 (4) For disablements for occupational disease resulting in total
29 permanent disability, five hundred (500) weeks.

30 (5) For the loss of both hands, or both feet, or the total sight of
31 both eyes, or any two (2) of such losses resulting from the same
32 disablement by occupational disease, five hundred (500) weeks.

33 (6) For the permanent and complete loss of vision by enucleation
34 of an eye or its reduction to one-tenth (1/10) of normal vision with
35 glasses, one hundred fifty (150) weeks, and for any other
36 permanent reduction of the sight of an eye, compensation shall be
37 paid for a period proportionate to the degree of such permanent
38 reduction without correction or glasses. However, when such

1 permanent reduction without correction or glasses would result in
2 one hundred percent (100%) loss of vision, but correction or
3 glasses would result in restoration of vision, then compensation
4 shall be paid for fifty percent (50%) of such total loss of vision
5 without glasses plus an additional amount equal to the
6 proportionate amount of such reduction with glasses, not to
7 exceed an additional fifty percent (50%).

8 (7) For the permanent and complete loss of hearing, two hundred
9 (200) weeks.

10 (8) In all other cases of permanent partial impairment,
11 compensation proportionate to the degree of such permanent
12 partial impairment, in the discretion of the worker's compensation
13 board, not exceeding five hundred (500) weeks.

14 (9) In all cases of permanent disfigurement, which may impair the
15 future usefulness or opportunities of the employee, compensation
16 in the discretion of the worker's compensation board, not
17 exceeding two hundred (200) weeks, except that no compensation
18 shall be payable under this paragraph where compensation shall
19 be payable under subdivisions (1) through (8). Where
20 compensation for temporary total disability has been paid, this
21 amount of compensation shall be deducted from any
22 compensation due for permanent disfigurement.

23 With respect to disablements in the following schedule occurring on
24 and after July 1, 1991, the employee shall receive in addition to
25 temporary total disability benefits, not exceeding one hundred
26 twenty-five (125) weeks on account of the disablement, compensation
27 in an amount determined under the following schedule to be paid
28 weekly at a rate of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the
29 employee's average weekly wages during the fifty-two (52) weeks
30 immediately preceding the week in which the disablement occurred:

31 (1) Amputation: For the loss by separation of the thumb, twelve
32 (12) degrees of permanent impairment; of the index finger, eight
33 (8) degrees of permanent impairment; of the second finger, seven
34 (7) degrees of permanent impairment; of the third or ring finger,
35 six (6) degrees of permanent impairment; of the fourth or little
36 finger, four (4) degrees of permanent impairment; of the hand by
37 separation below the elbow joint, forty (40) degrees of permanent
38 impairment; of the arm above the elbow, fifty (50) degrees of

1 permanent impairment; of the big toe, twelve (12) degrees of
2 permanent impairment; of the second toe, six (6) degrees of
3 permanent impairment; of the third toe, four (4) degrees of
4 permanent impairment; of the fourth toe, three (3) degrees of
5 permanent impairment; of the fifth or little toe, two (2) degrees of
6 permanent impairment; of separation of the foot below the knee
7 joint, thirty-five (35) degrees of permanent impairment; and of the
8 leg above the knee joint, forty-five (45) degrees of permanent
9 impairment.

10 (2) Amputations occurring on or after July 1, 1997: For the loss
11 by separation of any of the body parts described in subdivision (1)
12 on or after July 1, 1997, the dollar values per degree applying on
13 the date of the injury as described in subsection (h) shall be
14 multiplied by two (2). However, the doubling provision of this
15 subdivision does not apply to a loss of use that is not a loss by
16 separation.

17 (3) The loss of more than one (1) phalange of a thumb or toe shall
18 be considered as the loss of the entire thumb or toe. The loss of
19 more than two (2) phalanges of a finger shall be considered as the
20 loss of the entire finger. The loss of not more than one (1)
21 phalange of a thumb or toe shall be considered as the loss of
22 one-half (1/2) of the degrees of permanent impairment for the loss
23 of the entire thumb or toe. The loss of not more than one (1)
24 phalange of a finger shall be considered as the loss of one-third
25 (1/3) of the finger and compensation shall be paid for one-third
26 (1/3) of the degrees payable for the loss of the entire finger. The
27 loss of more than one (1) phalange of the finger but not more than
28 two (2) phalanges of the finger shall be considered as the loss of
29 one-half (1/2) of the finger and compensation shall be paid for
30 one-half (1/2) of the degrees payable for the loss of the entire
31 finger.

32 (4) For the loss by separation of both hands or both feet or the
33 total sight of both eyes or any two (2) such losses in the same
34 accident, one hundred (100) degrees of permanent impairment.

35 (5) For the permanent and complete loss of vision by enucleation
36 or its reduction to one-tenth (1/10) of normal vision with glasses,
37 thirty-five (35) degrees of permanent impairment.

38 (6) For the permanent and complete loss of hearing in one (1) ear,

- 1 fifteen (15) degrees of permanent impairment, and in both ears,
2 forty (40) degrees of permanent impairment.
- 3 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
4 impairment; for the loss of both testicles, thirty (30) degrees of
5 permanent impairment.
- 6 (8) Loss of use: The total permanent loss of the use of an arm, a
7 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
8 considered as the equivalent of the loss by separation of the arm,
9 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
10 shall be paid in the same amount as for the loss by separation.
11 However, the doubling provision of subdivision (2) does not
12 apply to a loss of use that is not a loss by separation.
- 13 (9) Partial loss of use: For the permanent partial loss of the use of
14 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
15 phalange, compensation shall be paid for the proportionate loss of
16 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 17 (10) For disablements resulting in total permanent disability, the
18 amount payable for impairment or five hundred (500) weeks of
19 compensation, whichever is greater.
- 20 (11) For any permanent reduction of the sight of an eye less than
21 a total loss as specified in subdivision (3), the compensation shall
22 be paid in an amount proportionate to the degree of a permanent
23 reduction without correction or glasses. However, when a
24 permanent reduction without correction or glasses would result in
25 one hundred percent (100%) loss of vision, then compensation
26 shall be paid for fifty percent (50%) of the total loss of vision
27 without glasses, plus an additional amount equal to the
28 proportionate amount of the reduction with glasses, not to exceed
29 an additional fifty percent (50%).
- 30 (12) For any permanent reduction of the hearing of one (1) or both
31 ears, less than the total loss as specified in subdivision (4),
32 compensation shall be paid in an amount proportionate to the
33 degree of a permanent reduction.
- 34 (13) In all other cases of permanent partial impairment,
35 compensation proportionate to the degree of a permanent partial
36 impairment, in the discretion of the worker's compensation board,
37 not exceeding one hundred (100) degrees of permanent
38 impairment.

1 (14) In all cases of permanent disfigurement which may impair
2 the future usefulness or opportunities of the employee,
3 compensation, in the discretion of the worker's compensation
4 board, not exceeding forty (40) degrees of permanent impairment
5 except that no compensation shall be payable under this
6 subdivision where compensation is payable elsewhere in this
7 section.

8 (h) With respect to disablements occurring on and after July 1,
9 1991, compensation for permanent partial impairment shall be paid
10 according to the degree of permanent impairment for the disablement
11 determined under subsection (d) and the following:

12 (1) With respect to disablements occurring on and after July 1,
13 1991, and before July 1, 1992, for each degree of permanent
14 impairment from one (1) to thirty-five (35), five hundred dollars
15 (\$500) per degree; for each degree of permanent impairment from
16 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
17 degree; for each degree of permanent impairment above fifty (50),
18 one thousand five hundred dollars (\$1,500) per degree.

19 (2) With respect to disablements occurring on and after July 1,
20 1992, and before July 1, 1993, for each degree of permanent
21 impairment from one (1) to twenty (20), five hundred dollars
22 (\$500) per degree; for each degree of permanent impairment from
23 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
24 per degree; for each degree of permanent impairment from
25 thirty-six (36) to fifty (50), one thousand three hundred dollars
26 (\$1,300) per degree; for each degree of permanent impairment
27 above fifty (50), one thousand seven hundred dollars (\$1,700) per
28 degree.

29 (3) With respect to disablements occurring on and after July 1,
30 1993, and before July 1, 1997, for each degree of permanent
31 impairment from one (1) to ten (10), five hundred dollars (\$500)
32 per degree; for each degree of permanent impairment from eleven
33 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
34 each degree of permanent impairment from twenty-one (21) to
35 thirty-five (35), one thousand dollars (\$1,000) per degree; for
36 each degree of permanent impairment from thirty-six (36) to fifty
37 (50), one thousand four hundred dollars (\$1,400) per degree; for
38 each degree of permanent impairment above fifty (50), one

- 1 thousand seven hundred dollars (\$1,700) per degree.
- 2 (4) With respect to disablements occurring on and after July 1,
3 1997, and before July 1, 1998, for each degree of permanent
4 impairment from one (1) to ten (10), seven hundred fifty dollars
5 (\$750) per degree; for each degree of permanent impairment from
6 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
7 degree; for each degree of permanent impairment from thirty-six
8 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
9 degree; for each degree of permanent impairment above fifty (50),
10 one thousand seven hundred dollars (\$1,700) per degree.
- 11 (5) With respect to disablements occurring on and after July 1,
12 1998, and before July 1, 1999, for each degree of permanent
13 impairment from one (1) to ten (10), seven hundred fifty dollars
14 (\$750) per degree; for each degree of permanent impairment from
15 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
16 degree; for each degree of permanent impairment from thirty-six
17 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
18 degree; for each degree of permanent impairment above fifty (50),
19 one thousand seven hundred dollars (\$1,700) per degree.
- 20 (6) With respect to disablements occurring on and after July 1,
21 1999, for each degree of permanent impairment from one (1) to
22 ten (10), nine hundred dollars (\$900) per degree; for each degree
23 of permanent impairment from eleven (11) to thirty-five (35), one
24 thousand one hundred dollars (\$1,100) per degree; for each
25 degree of permanent impairment from thirty-six (36) to fifty (50),
26 one thousand six hundred dollars (\$1,600) per degree; for each
27 degree of permanent impairment above fifty (50), two thousand
28 dollars (\$2,000) per degree.
- 29 (i) The average weekly wages used in the determination of
30 compensation for permanent partial impairment under subsections (g)
31 and (h) shall not exceed the following:
- 32 (1) With respect to disablements occurring on or after July 1,
33 1991, and before July 1, 1992, four hundred ninety-two dollars
34 (\$492).
- 35 (2) With respect to disablements occurring on or after July 1,
36 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 37 (3) With respect to disablements occurring on or after July 1,
38 1993, and before July 1, 1994, five hundred ninety-one dollars

- 1 (\$591).
- 2 (4) With respect to disablements occurring on or after July 1,
3 1994, and before July 1, 1997, six hundred forty-two dollars
4 (\$642).
- 5 (5) With respect to disablements occurring on or after July 1,
6 1997, and before July 1, 1998, six hundred seventy-two dollars
7 (\$672).
- 8 (6) With respect to disablements occurring on or after July 1,
9 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 10 (7) With respect to disablements occurring on or after July 1,
11 1999, and before July 1, 2000, seven hundred thirty-two dollars
12 (\$732).
- 13 (8) With respect to disablements occurring on or after July 1,
14 2000, **and before July 1, 2001**, seven hundred sixty-two dollars
15 (\$762).
- 16 **(9) With respect to disablements occurring on and after July**
17 **1, 2001, and before July 1, 2002, seven hundred ninety-two**
18 **dollars (\$792).**
- 19 **(10) With respect to disablements occurring on and after July**
20 **1, 2002, and before July 1, 2003, eight hundred twenty-two**
21 **dollars (\$822).**
- 22 **(11) With respect to disablements occurring on and after July**
23 **1, 2003, and before July 1, 2004, eight hundred fifty-two**
24 **dollars (\$852).**
- 25 **(12) With respect to disablements occurring on and after July**
26 **1, 2004, eight hundred eighty-two dollars (\$882).**
- 27 (j) If any employee, only partially disabled, refuses employment
28 suitable to his capacity procured for him, he shall not be entitled to any
29 compensation at any time during the continuance of such refusal
30 unless, in the opinion of the worker's compensation board, such refusal
31 was justifiable. The employee must be served with a notice setting forth
32 the consequences of the refusal under this subsection. The notice must
33 be in a form prescribed by the worker's compensation board.
- 34 (k) If an employee has sustained a permanent impairment or
35 disability from an accidental injury other than an occupational disease
36 in another employment than that in which he suffered a subsequent
37 disability from an occupational disease, such as herein specified, the
38 employee shall be entitled to compensation for the subsequent

1 disability in the same amount as if the previous impairment or
2 disability had not occurred. However, if the permanent impairment or
3 disability resulting from an occupational disease for which
4 compensation is claimed results only in the aggravation or increase of
5 a previously sustained permanent impairment from an occupational
6 disease or physical condition regardless of the source or cause of such
7 previously sustained impairment from an occupational disease or
8 physical condition, the board shall determine the extent of the
9 previously sustained permanent impairment from an occupational
10 disease or physical condition as well as the extent of the aggravation or
11 increase resulting from the subsequent permanent impairment or
12 disability, and shall award compensation only for that part of said
13 occupational disease or physical condition resulting from the
14 subsequent permanent impairment. An amputation of any part of the
15 body or loss of any or all of the vision of one (1) or both eyes caused by
16 an occupational disease shall be considered as a permanent impairment
17 or physical condition.

18 (l) If an employee suffers a disablement from occupational disease
19 for which compensation is payable while the employee is still receiving
20 or entitled to compensation for a previous injury by accident or
21 disability by occupational disease in the same employment, he shall not
22 at the same time be entitled to compensation for both, unless it be for
23 a permanent injury, such as specified in subsection (g)(1), (g)(2),
24 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to
25 compensation for that disability and from the time of that disability
26 which will cover the longest period and the largest amount payable
27 under this chapter.

28 (m) If an employee receives a permanent disability from
29 occupational disease such as specified in subsection (g)(1), (g)(2),
30 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent
31 disability in the same employment the employee shall be entitled to
32 compensation for both such disabilities, but the total compensation
33 shall be paid by extending the period and not by increasing the amount
34 of weekly compensation and, when such previous and subsequent
35 permanent disabilities, in combination result in total permanent
36 disability or permanent total impairment, compensation shall be
37 payable for such permanent total disability or impairment, but
38 payments made for the previous disability or impairment shall be

1 deducted from the total payment of compensation due.

2 (n) When an employee has been awarded or is entitled to an award
3 of compensation for a definite period under this chapter for disability
4 from occupational disease, which disablement occurs on and after April
5 1, 1951, and prior to April 1, 1963, and such employee dies from any
6 other cause than such occupational disease, payment of the unpaid
7 balance of such compensation, not exceeding three hundred (300)
8 weeks, shall be made to the employee's dependents of the second and
9 third class as defined in sections 11 through 14 of this chapter, and
10 compensation, not exceeding five hundred (500) weeks, shall be made
11 to the employee's dependents of the first class as defined in sections 11
12 through 14 of this chapter. When an employee has been awarded or is
13 entitled to an award of compensation for a definite period from an
14 occupational disease wherein disablement occurs on and after April 1,
15 1963, and such employee dies from other causes than such
16 occupational disease, payment of the unpaid balance of such
17 compensation not exceeding three hundred fifty (350) weeks shall be
18 paid to the employee's dependents of the second and third class as
19 defined in sections 11 through 14 of this chapter and compensation, not
20 exceeding five hundred (500) weeks shall be made to the employee's
21 dependents of the first class as defined in sections 11 through 14 of this
22 chapter.

23 (o) Any payment made by the employer to the employee during the
24 period of the employee's disability, or to the employee's dependents,
25 which, by the terms of this chapter, was not due and payable when
26 made, may, subject to the approval of the worker's compensation board,
27 be deducted from the amount to be paid as compensation, but such
28 deduction shall be made from the distal end of the period during which
29 compensation must be paid, except in cases of temporary disability.

30 (p) When so provided in the compensation agreement or in the
31 award of the worker's compensation board, compensation may be paid
32 semimonthly, or monthly, instead of weekly.

33 (q) When the aggregate payments of compensation awarded by
34 agreement or upon hearing to an employee or dependent under eighteen
35 (18) years of age do not exceed one hundred dollars (\$100), the
36 payment thereof may be made directly to such employee or dependent,
37 except when the worker's compensation board shall order otherwise.

38 Whenever the aggregate payments of compensation, due to any

1 person under eighteen (18) years of age, exceed one hundred dollars
 2 (\$100), the payment thereof shall be made to a trustee, appointed by the
 3 circuit or superior court, or to a duly qualified guardian, or, upon the
 4 order of the worker's compensation board, to a parent or to such minor
 5 person. The payment of compensation, due to any person eighteen (18)
 6 years of age or over, may be made directly to such person.

7 (r) If an employee, or a dependent, is mentally incompetent, or a
 8 minor at the time when any right or privilege accrues to the employee
 9 under this chapter, the employee's guardian or trustee may, in the
 10 employee's behalf, claim and exercise such right and privilege.

11 (s) All compensation payments named and provided for in this
 12 section, shall mean and be defined to be for only such occupational
 13 diseases and disabilities therefrom as are proved by competent
 14 evidence, of which there are or have been objective conditions or
 15 symptoms proven, not within the physical or mental control of the
 16 employee himself.

17 SECTION 16. IC 22-3-7-19 IS AMENDED TO READ AS
 18 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) In computing
 19 compensation for temporary total disability, temporary partial
 20 disability, and total permanent disability under this law with respect to
 21 occupational diseases occurring:

22 (1) on and after July 1, 1974, and before July 1, 1976, the average
 23 weekly wages shall be considered to be:

24 (A) not more than one hundred thirty-five dollars (\$135); and

25 (B) not less than seventy-five dollars (\$75);

26 (2) on and after July 1, 1976, and before July 1, 1977, the average
 27 weekly wages shall be considered to be:

28 (A) not more than one hundred fifty-six dollars (\$156); and

29 (B) not less than seventy-five dollars (\$75);

30 (3) on and after July 1, 1977, and before July 1, 1979, the average
 31 weekly wages are considered to be:

32 (A) not more than one hundred eighty dollars (\$180); and

33 (B) not less than seventy-five dollars (\$75);

34 (4) on and after July 1, 1979, and before July 1, 1980, the average
 35 weekly wages are considered to be:

36 (A) not more than one hundred ninety-five dollars (\$195); and

37 (B) not less than seventy-five dollars (\$75);

38 (5) on and after July 1, 1980, and before July 1, 1983, the average

- 1 weekly wages are considered to be:
- 2 (A) not more than two hundred ten dollars (\$210); and
- 3 (B) not less than seventy-five dollars (\$75);
- 4 (6) on and after July 1, 1983, and before July 1, 1984, the average
- 5 weekly wages are considered to be:
- 6 (A) not more than two hundred thirty-four dollars (\$234); and
- 7 (B) not less than seventy-five dollars (\$75); and
- 8 (7) on and after July 1, 1984, and before July 1, 1985, the average
- 9 weekly wages are considered to be:
- 10 (A) not more than two hundred forty-nine dollars (\$249); and
- 11 (B) not less than seventy-five dollars (\$75).
- 12 (b) In computing compensation for temporary total disability,
- 13 temporary partial disability, and total permanent disability, with respect
- 14 to occupational diseases occurring on and after July 1, 1985, and before
- 15 July 1, 1986, the average weekly wages are considered to be:
- 16 (1) not more than two hundred sixty-seven dollars (\$267); and
- 17 (2) not less than seventy-five dollars (\$75).
- 18 (c) In computing compensation for temporary total disability,
- 19 temporary partial disability, and total permanent disability, with respect
- 20 to occupational diseases occurring on and after July 1, 1986, and before
- 21 July 1, 1988, the average weekly wages are considered to be:
- 22 (1) not more than two hundred eighty-five dollars (\$285); and
- 23 (2) not less than seventy-five dollars (\$75).
- 24 (d) In computing compensation for temporary total disability,
- 25 temporary partial disability, and total permanent disability, with respect
- 26 to occupational diseases occurring on and after July 1, 1988, and before
- 27 July 1, 1989, the average weekly wages are considered to be:
- 28 (1) not more than three hundred eighty-four dollars (\$384); and
- 29 (2) not less than seventy-five dollars (\$75).
- 30 (e) In computing compensation for temporary total disability,
- 31 temporary partial disability, and total permanent disability, with respect
- 32 to occupational diseases occurring on and after July 1, 1989, and before
- 33 July 1, 1990, the average weekly wages are considered to be:
- 34 (1) not more than four hundred eleven dollars (\$411); and
- 35 (2) not less than seventy-five dollars (\$75).
- 36 (f) In computing compensation for temporary total disability,
- 37 temporary partial disability, and total permanent disability, with respect
- 38 to occupational diseases occurring on and after July 1, 1990, and before

- 1 July 1, 1991, the average weekly wages are considered to be:
2 (1) not more than four hundred forty-one dollars (\$441); and
3 (2) not less than seventy-five dollars (\$75).
- 4 (g) In computing compensation for temporary total disability,
5 temporary partial disability, and total permanent disability, with respect
6 to occupational diseases occurring on and after July 1, 1991, and before
7 July 1, 1992, the average weekly wages are considered to be:
8 (1) not more than four hundred ninety-two dollars (\$492); and
9 (2) not less than seventy-five dollars (\$75).
- 10 (h) In computing compensation for temporary total disability,
11 temporary partial disability, and total permanent disability, with respect
12 to occupational diseases occurring on and after July 1, 1992, and before
13 July 1, 1993, the average weekly wages are considered to be:
14 (1) not more than five hundred forty dollars (\$540); and
15 (2) not less than seventy-five dollars (\$75).
- 16 (i) In computing compensation for temporary total disability,
17 temporary partial disability, and total permanent disability, with respect
18 to occupational diseases occurring on and after July 1, 1993, and before
19 July 1, 1994, the average weekly wages are considered to be:
20 (1) not more than five hundred ninety-one dollars (\$591); and
21 (2) not less than seventy-five dollars (\$75).
- 22 (j) In computing compensation for temporary total disability,
23 temporary partial disability and total permanent disability, with respect
24 to occupational diseases occurring on and after July 1, 1994, and before
25 July 1, 1997, the average weekly wages are considered to be:
26 (1) not more than six hundred forty-two dollars (\$642); and
27 (2) not less than seventy-five dollars (\$75).
- 28 (k) In computing compensation for temporary total disability,
29 temporary partial disability, and total permanent disability, the average
30 weekly wages are considered to be:
31 (1) with respect to occupational diseases occurring on and after
32 July 1, 1997, and before July 1, 1998:
33 (A) not more than six hundred seventy-two dollars (\$672); and
34 (B) not less than seventy-five dollars (\$75);
35 (2) with respect to occupational diseases occurring on and after
36 July 1, 1998, and before July 1, 1999:
37 (A) not more than seven hundred two dollars (\$702); and
38 (B) not less than seventy-five dollars (\$75);

- 1 (3) with respect to occupational diseases occurring on and after
 2 July 1, 1999, and before July 1, 2000:
- 3 (A) not more than seven hundred thirty-two dollars (\$732);
 4 and
 5 (B) not less than seventy-five dollars (\$75); ~~and~~
- 6 (4) with respect to occupational diseases ~~occurring~~ **occurring** on
 7 and after July 1, 2000, **and before July 1, 2001:**
- 8 (A) not more than seven hundred sixty-two dollars (\$762); and
 9 (B) not less than seventy-five dollars (\$75);
- 10 **(5) with respect to occupational diseases occurring on and**
 11 **after July 1, 2001, and before July 1, 2002:**
- 12 (A) **not more than seven hundred ninety-two dollars**
 13 **(\$792); and**
 14 (B) **not less than seventy-five dollars (\$75);**
- 15 **(6) with respect to occupational diseases occurring on and**
 16 **after July 1, 2002, and before July 1, 2003:**
- 17 (A) **not more than eight hundred twenty-two dollars**
 18 **(\$822); and**
 19 (B) **not less than seventy-five dollars (\$75);**
- 20 **(7) with respect to occupational diseases occurring on and**
 21 **after July 1, 2003, and before July 1, 2004:**
- 22 (A) **not more than eight hundred fifty-two dollars (\$852);**
 23 **and**
 24 (B) **not less than seventy-five dollars (\$75); and**
- 25 **(8) with respect to occupational diseases occurring on and**
 26 **after July 1, 2004:**
- 27 (A) **not more than eight hundred eighty-two dollars (\$882);**
 28 **and**
 29 (B) **not less than seventy-five dollars (\$75).**
- 30 (l) The maximum compensation that shall be paid for occupational
 31 disease and its results under any one (1) or more provisions of this
 32 chapter with respect to disability or death occurring:
- 33 (1) on and after July 1, 1974, and before July 1, 1976, shall not
 34 exceed forty-five thousand dollars (\$45,000) in any case;
- 35 (2) on and after July 1, 1976, and before July 1, 1977, shall not
 36 exceed fifty-two thousand dollars (\$52,000) in any case;
- 37 (3) on and after July 1, 1977, and before July 1, 1979, may not
 38 exceed sixty thousand dollars (\$60,000) in any case;

1 (4) on and after July 1, 1979, and before July 1, 1980, may not
2 exceed sixty-five thousand dollars (\$65,000) in any case;

3 (5) on and after July 1, 1980, and before July 1, 1983, may not
4 exceed seventy thousand dollars (\$70,000) in any case;

5 (6) on and after July 1, 1983, and before July 1, 1984, may not
6 exceed seventy-eight thousand dollars (\$78,000) in any case; and

7 (7) on and after July 1, 1984, and before July 1, 1985, may not
8 exceed eighty-three thousand dollars (\$83,000) in any case.

9 (m) The maximum compensation with respect to disability or death
10 occurring on and after July 1, 1985, and before July 1, 1986, which
11 shall be paid for occupational disease and the results thereof under the
12 provisions of this chapter or under any combination of its provisions
13 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
14 The maximum compensation with respect to disability or death
15 occurring on and after July 1, 1986, and before July 1, 1988, which
16 shall be paid for occupational disease and the results thereof under the
17 provisions of this chapter or under any combination of its provisions
18 may not exceed ninety-five thousand dollars (\$95,000) in any case. The
19 maximum compensation with respect to disability or death occurring
20 on and after July 1, 1988, and before July 1, 1989, that shall be paid for
21 occupational disease and the results thereof under this chapter or under
22 any combination of its provisions may not exceed one hundred
23 twenty-eight thousand dollars (\$128,000) in any case.

24 (n) The maximum compensation with respect to disability or death
25 occurring on and after July 1, 1989, and before July 1, 1990, that shall
26 be paid for occupational disease and the results thereof under this
27 chapter or under any combination of its provisions may not exceed one
28 hundred thirty-seven thousand dollars (\$137,000) in any case.

29 (o) The maximum compensation with respect to disability or death
30 occurring on and after July 1, 1990, and before July 1, 1991, that shall
31 be paid for occupational disease and the results thereof under this
32 chapter or under any combination of its provisions may not exceed one
33 hundred forty-seven thousand dollars (\$147,000) in any case.

34 (p) The maximum compensation with respect to disability or death
35 occurring on and after July 1, 1991, and before July 1, 1992, that shall
36 be paid for occupational disease and the results thereof under this
37 chapter or under any combination of the provisions of this chapter may
38 not exceed one hundred sixty-four thousand dollars (\$164,000) in any

1 case.

2 (q) The maximum compensation with respect to disability or death
3 occurring on and after July 1, 1992, and before July 1, 1993, that shall
4 be paid for occupational disease and the results thereof under this
5 chapter or under any combination of the provisions of this chapter may
6 not exceed one hundred eighty thousand dollars (\$180,000) in any case.

7 (r) The maximum compensation with respect to disability or death
8 occurring on and after July 1, 1993, and before July 1, 1994, that shall
9 be paid for occupational disease and the results thereof under this
10 chapter or under any combination of the provisions of this chapter may
11 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
12 any case.

13 (s) The maximum compensation with respect to disability or death
14 occurring on and after July 1, 1994, and before July 1, 1997, that shall
15 be paid for occupational disease and the results thereof under this
16 chapter or under any combination of the provisions of this chapter may
17 not exceed two hundred fourteen thousand dollars (\$214,000) in any
18 case.

19 (t) The maximum compensation that shall be paid for occupational
20 disease and the results of an occupational disease under this chapter or
21 under any combination of the provisions of this chapter may not exceed
22 the following amounts in any case:

23 (1) With respect to disability or death occurring on and after July
24 1, 1997, and before July 1, 1998, two hundred twenty-four
25 thousand dollars (\$224,000).

26 (2) With respect to disability or death occurring on and after July
27 1, 1998, and before July 1, 1999, two hundred thirty-four
28 thousand dollars (\$234,000).

29 (3) With respect to disability or death occurring on and after July
30 1, 1999, and before July 1, 2000, two hundred forty-four thousand
31 dollars (\$244,000).

32 (4) With respect to disability or death occurring on and after July
33 1, 2000, **and before July 1, 2001**, two hundred fifty-four
34 thousand dollars (\$254,000).

35 **(5) With respect to disability or death occurring on and after**
36 **July 1, 2001, and before July 1, 2002, two hundred sixty-four**
37 **thousand dollars (\$264,000).**

38 **(6) With respect to disability or death occurring on and after**

1 **July 1, 2002, and before July 1, 2003, two hundred**
2 **seventy-four thousand dollars (\$274,000).**

3 **(7) With respect to disability or death occurring on and after**
4 **July 1, 2003, and before July 1, 2004, two hundred eighty-four**
5 **thousand dollars (\$284,000).**

6 **(8) With respect to disability or death occurring on and after**
7 **July 1, 2004, two hundred ninety-four thousand dollars**
8 **(\$294,000).**

9 (u) For all disabilities occurring before July 1, 1985, "average
10 weekly wages" shall mean the earnings of the injured employee in the
11 employment in which the employee was working at the time of the last
12 exposure during the period of fifty-two (52) weeks immediately
13 preceding the last day of the last exposure divided by fifty-two (52). If
14 the employee lost seven (7) or more calendar days during the period,
15 although not in the same week, then the earnings for the remainder of
16 the fifty-two (52) weeks shall be divided by the number of weeks and
17 parts thereof remaining after the time lost has been deducted. Where
18 the employment prior to the last day of the last exposure extended over
19 a period of less than fifty-two (52) weeks, the method of dividing the
20 earnings during that period by the number of weeks and parts thereof
21 during which the employee earned wages shall be followed if results
22 just and fair to both parties will be obtained. Where by reason of the
23 shortness of the time during which the employee has been in the
24 employment of the employer or of the casual nature or terms of the
25 employment it is impracticable to compute the average weekly wages
26 as above defined, regard shall be had to the average weekly amount
27 which, during the fifty-two (52) weeks previous to the last day of the
28 last exposure, was being earned by a person in the same grade
29 employed at the same work by the same employer, or if there is no
30 person so employed, by a person in the same grade employed in that
31 same class of employment in the same district. Whenever allowances
32 of any character are made to an employee in lieu of wages or a
33 specified part of the wage contract, they shall be deemed a part of the
34 employee's earnings.

35 (v) For all disabilities occurring on and after July 1, 1985, "average
36 weekly wages" means the earnings of the injured employee during the
37 period of fifty-two (52) weeks immediately preceding the disability
38 divided by fifty-two (52). If the employee lost seven (7) or more

1 calendar days during the period, although not in the same week, then
2 the earnings for the remainder of the fifty-two (52) weeks shall be
3 divided by the number of weeks and parts of weeks remaining after the
4 time lost has been deducted. If employment before the date of disability
5 extended over a period of less than fifty-two (52) weeks, the method of
6 dividing the earnings during that period by the number of weeks and
7 parts of weeks during which the employee earned wages shall be
8 followed if results just and fair to both parties will be obtained. If by
9 reason of the shortness of the time during which the employee has been
10 in the employment of the employer or of the casual nature or terms of
11 the employment it is impracticable to compute the average weekly
12 wages for the employee, the employee's average weekly wages shall be
13 considered to be the average weekly amount that, during the fifty-two
14 (52) weeks before the date of disability, was being earned by a person
15 in the same grade employed at the same work by the same employer or,
16 if there is no person so employed, by a person in the same grade
17 employed in that same class of employment in the same district.
18 Whenever allowances of any character are made to an employee
19 instead of wages or a specified part of the wage contract, they shall be
20 considered a part of the employee's earnings.

21 (w) The provisions of this article may not be construed to result in
22 an award of benefits in which the number of weeks paid or to be paid
23 for temporary total disability, temporary partial disability, or permanent
24 total disability benefits combined exceeds five hundred (500) weeks.
25 This section shall not be construed to prevent a person from applying
26 for an award under IC 22-3-3-13. ~~However, in case of permanent total~~
27 ~~disability resulting from a disablement occurring on or after January 1,~~

- 1 ~~1998, the minimum total benefit shall not be less than seventy-five~~
- 2 ~~thousand dollars (\$75,000).~~
- 3 Renumber all SECTIONS consecutively.
 (Reference is to SB 52 as printed January 14, 2000.)

and when so amended that said bill do pass.

Committee Vote: Yeas 7, Nays 3.

Harrison

Chairperson