

## HOUSE BILL No. 1537

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DIGEST OF HB 1537 (Updated February 24, 1999 10:51 am - DI 96)

**Citations Affected:** IC 22-3.

**Synopsis:** Worker's compensation. Requires self-insured employers, insurance carriers, and third party administrators to report an injury to an employee to the worker's compensation board of Indiana by electronic data interchange by December 31, 1999, or with an approved implementation plan providing for the ability to report by electronic data interchange not later than June 30, 2000. Provides that an appeal of compensation due, continuance of payments, or the period for which compensation should be paid must be made to the worker's compensation board of Indiana within 30 days of the date of the award. Provides that applications to the worker's compensation board of Indiana for increased partial impairment are barred unless filed within one year from the last day for which compensation was paid. Provides for double computation for loss by separation for various body parts and for complete loss of an eye by enucleation. Provides that an  
(Continued next page)

**Effective:** July 1, 1999.

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**Liggett**

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January 19, 1999, read first time and referred to Committee on Labor and Employment.  
March 1, 1999, amended, reported — Do Pass.

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HB 1537—LS 7175/DI 96+



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employer that does not join an employee injured in the course of employment by another person in a suit for damages from another person shall pay its pro rata share of costs, reasonable expenses, and attorney's fee of 25% if collected without a suit. Provides that an employer that does not join an employee injured in the course of employment by another person in a suit for damages from another person shall pay its pro rata share of costs, reasonable expenses, and an attorney's fee of 33 1/3% if collected by a suit.

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March 2, 1999

First Regular Session 111th General Assembly (1999)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 1998 General Assembly.

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## HOUSE BILL No. 1537

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A BILL FOR AN ACT to amend the Indiana Code concerning labor and industrial safety.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 22-3-3-10 IS AMENDED TO READ AS  
2 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 10. (a) With respect to  
3 injuries in the following schedule occurring prior to April 1, 1951, 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 fifty-five percent (55%) of the employee's  
7 average weekly wages. With respect to injuries in the following  
8 schedule occurring on and after April 1, 1951, and prior to July 1,  
9 1971, the employee shall receive in addition to temporary total  
10 disability benefits not exceeding twenty-six (26) weeks on account of  
11 the injuries, a weekly compensation of sixty percent (60%) of the  
12 employee's average weekly wages. With respect to injuries in the  
13 following schedule occurring on and after July 1, 1971, and before July  
14 1, 1977, the employee shall receive in addition to temporary total  
15 disability benefits not exceeding twenty-six (26) weeks on account of

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

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

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

38 (1) Amputation: For the loss by separation of the thumb, sixty  
39 (60) weeks, of the index finger forty (40) weeks, of the second  
40 finger thirty-five (35) weeks, of the third or ring finger thirty (30)  
41 weeks, of the fourth or little finger twenty (20) weeks, of the hand  
42 by separation below the elbow joint two hundred (200) weeks, or

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1 the arm above the elbow two hundred fifty (250) weeks, of the big  
 2 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the  
 3 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,  
 4 of the fifth or little toe ten (10) weeks, and for loss occurring  
 5 before April 1, 1959, by separation of the foot below the knee  
 6 joint one hundred fifty (150) weeks and of the leg above the knee  
 7 joint two hundred (200) weeks; for loss occurring on and after  
 8 April 1, 1959, by separation of the foot below the knee joint, one  
 9 hundred seventy-five (175) weeks and of the leg above the knee  
 10 joint two hundred twenty-five (225) weeks. The loss of more than  
 11 one (1) phalange of a thumb or toes shall be considered as the loss  
 12 of the entire thumb or toe. The loss of more than two (2)  
 13 phalanges of a finger shall be considered as the loss of the entire  
 14 finger. The loss of not more than one (1) phalange of a thumb or  
 15 toe shall be considered as the loss of one-half (1/2) of the thumb  
 16 or toe and compensation shall be paid for one-half (1/2) of the  
 17 period for the loss of the entire thumb or toe. The loss of not more  
 18 than one (1) phalange of a finger shall be considered as the loss  
 19 of one-third (1/3) of the finger and compensation shall be paid for  
 20 one-third (1/3) the period for the loss of the entire finger. The loss  
 21 of more than one (1) phalange of the finger but not more than two  
 22 (2) phalanges of the finger, shall be considered as the loss of  
 23 one-half (1/2) of the finger and compensation shall be paid for  
 24 one-half (1/2) of the period for the loss of the entire finger.  
 25 (2) For the loss by separation of both hands or both feet or the  
 26 total sight of both eyes, or any two (2) such losses in the same  
 27 accident, five hundred (500) weeks.  
 28 (3) For the permanent and complete loss of vision by enucleation  
 29 or its reduction to one-tenth (1/10) of normal vision with glasses,  
 30 one hundred seventy-five (175) weeks.  
 31 (4) For the permanent and complete loss of hearing in one (1) ear,  
 32 seventy-five (75) weeks, and in both ears, two hundred (200)  
 33 weeks.  
 34 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of  
 35 both testicles, one hundred fifty (150) weeks.  
 36 (b) With respect to injuries in the following schedule occurring prior  
 37 to April 1, 1951, the employee shall receive in lieu of all other  
 38 compensation on account of the injuries, a weekly compensation of  
 39 fifty-five percent (55%) of the employee's average weekly wages. With  
 40 respect to injuries in the following schedule occurring on and after  
 41 April 1, 1951, and prior to April 1, 1955, the employee shall receive in  
 42 lieu of all other compensation on account of the injuries a weekly



1 compensation of sixty percent (60%) of the employee's average weekly  
2 wages. With respect to injuries in the following schedule occurring on  
3 and after April 1, 1955, and prior to July 1, 1971, the employee shall  
4 receive in addition to temporary total disability benefits not exceeding  
5 twenty-six (26) weeks on account of the injuries, a weekly  
6 compensation of sixty percent (60%) of the employee's average weekly  
7 wages. With respect to injuries in the following schedule occurring on  
8 and after July 1, 1971, and before July 1, 1977, the employee shall  
9 receive in addition to temporary total disability benefits not exceeding  
10 twenty-six (26) weeks on account of the injuries, a weekly  
11 compensation of sixty percent (60%) of the employee's average weekly  
12 wages, not to exceed one hundred dollars (\$100) average weekly  
13 wages, for the period stated for such injuries respectively. With respect  
14 to injuries in the following schedule occurring on and after July 1,  
15 1977, and before July 1, 1979, the employee shall receive, in addition  
16 to temporary total disability benefits not exceeding twenty-six (26)  
17 weeks on account of the injury, a weekly compensation of sixty percent  
18 (60%) of the employee's average weekly wages not to exceed one  
19 hundred twenty-five dollars (\$125) average weekly wages, for the  
20 period stated for the injury. With respect to injuries in the following  
21 schedule occurring on and after July 1, 1979, and before July 1, 1988,  
22 the employee shall receive, in addition to temporary total disability  
23 benefits not exceeding fifty-two (52) weeks on account of the injury, a  
24 weekly compensation of sixty percent (60%) of the employee's average  
25 weekly wages not to exceed one hundred twenty-five dollars (\$125)  
26 average weekly wages for the period stated for the injury. With respect  
27 to injuries in the following schedule occurring on and after July 1,  
28 1988, and before July 1, 1989, the employee shall receive, in addition  
29 to temporary total disability benefits not exceeding seventy-eight (78)  
30 weeks on account of the injury, a weekly compensation of sixty percent  
31 (60%) of the employee's average weekly wages, not to exceed one  
32 hundred sixty-six dollars (\$166) average weekly wages, for the period  
33 stated for the 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  
39 wages, not to exceed one hundred eighty-three dollars (\$183) average  
40 weekly wages, for the period stated for the injury.

41 With respect to injuries in the following schedule occurring on and  
42 after July 1, 1990, and before July 1, 1991, the employee shall receive,

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1 in addition to temporary total disability benefits not exceeding  
 2 seventy-eight (78) weeks on account of the injury, a weekly  
 3 compensation of sixty percent (60%) of the employee's average weekly  
 4 wages, not to exceed two hundred dollars (\$200) average weekly  
 5 wages, for the period stated for the injury.

6 (1) Loss of use: The total permanent loss of the use of an arm,  
 7 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
 8 as the equivalent of the loss by separation of the arm, hand,  
 9 thumb, finger, leg, foot, toe, or phalange, and compensation shall  
 10 be paid for the same period as for the loss thereof by separation.

11 (2) Partial loss of use: For the permanent partial loss of the use of  
 12 an arm, hand, thumb, finger, leg, foot, toe, or phalange,  
 13 compensation shall be paid for the proportionate loss of the use of  
 14 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

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

17 (4) For any permanent reduction of the sight of an eye less than a  
 18 total loss as specified in subsection (a)(3), compensation shall be  
 19 paid for a period proportionate to the degree of such permanent  
 20 reduction without correction or glasses. However, when such  
 21 permanent reduction without correction or glasses would result in  
 22 one hundred percent (100%) loss of vision, but correction or  
 23 glasses would result in restoration of vision, then in such event  
 24 compensation shall be paid for fifty percent (50%) of such total  
 25 loss of vision without glasses, plus an additional amount equal to  
 26 the proportionate amount of such reduction with glasses, not to  
 27 exceed an additional fifty percent (50%).

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

32 (6) In all other cases of permanent partial impairment,  
 33 compensation proportionate to the degree of such permanent  
 34 partial impairment, in the discretion of the worker's compensation  
 35 board, not exceeding five hundred (500) weeks.

36 (7) In all cases of permanent disfigurement which may impair the  
 37 future usefulness or opportunities of the employee, compensation,  
 38 in the discretion of the worker's compensation board, not  
 39 exceeding two hundred (200) weeks, except that no compensation  
 40 shall be payable under this subdivision where compensation is  
 41 payable elsewhere in this section.

42 (c) With respect to injuries in the following schedule occurring on

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1 and after July 1, 1991, the employee shall receive in addition to  
 2 temporary total disability benefits, not exceeding one hundred  
 3 twenty-five (125) weeks on account of the injury, compensation in an  
 4 amount determined under the following schedule to be paid weekly at  
 5 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's  
 6 average weekly wages during the fifty-two (52) weeks immediately  
 7 preceding the week in which the injury occurred.

8 (1) Amputation: For the loss by separation of the thumb, twelve  
 9 (12) degrees of permanent impairment; of the index finger, eight  
 10 (8) degrees of permanent impairment; of the second finger, seven  
 11 (7) degrees of permanent impairment; of the third or ring finger,  
 12 six (6) degrees of permanent impairment; of the fourth or little  
 13 finger, four (4) degrees of permanent impairment; of the hand by  
 14 separation below the elbow joint, forty (40) degrees of permanent  
 15 impairment; of the arm above the elbow, fifty (50) degrees of  
 16 permanent impairment; of the big toe, twelve (12) degrees of  
 17 permanent impairment; of the second toe, six (6) degrees of  
 18 permanent impairment; of the third toe, four (4) degrees of  
 19 permanent impairment; of the fourth toe, three (3) degrees of  
 20 permanent impairment; of the fifth or little toe, two (2) degrees of  
 21 permanent impairment; by separation of the foot below the knee  
 22 joint, thirty-five (35) degrees of permanent impairment; and of the  
 23 leg above the knee joint, forty-five (45) degrees of permanent  
 24 impairment.

25 (2) Amputations: ~~occurring on or after July 1, 1997:~~ For the loss  
 26 by separation of any of the body parts described in subdivision (1)  
 27 on or after July 1, 1997, **and for the loss by separation of any of**  
 28 **the body parts described in subdivision (3), (5), or (8), on or**  
 29 **after July 1, 1999**, the dollar values per degree applying on the  
 30 date of the injury as described in subsection (d) shall be  
 31 multiplied by two (2). However, the doubling provision of this  
 32 subdivision does not apply to a loss of use that is not a loss by  
 33 separation.

34 (3) The loss of more than one (1) phalange of a thumb or toe shall  
 35 be considered as the loss of the entire thumb or toe. The loss of  
 36 more than two (2) phalanges of a finger shall be considered as the  
 37 loss of the entire finger. The loss of not more than one (1)  
 38 phalange of a thumb or toe shall be considered as the loss of  
 39 one-half (1/2) of the degrees of permanent impairment for the loss  
 40 of the entire thumb or toe. The loss of not more than one (1)  
 41 phalange of a finger shall be considered as the loss of one-third  
 42 (1/3) of the finger and compensation shall be paid for one-third

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

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1 equal to the proportionate amount of the reduction with glasses,  
2 not to exceed an additional fifty percent (50%).

3 ~~(12)~~ **(13)** For any permanent reduction of the hearing of one (1)  
4 or both ears, less than the total loss as specified in subsection  
5 (a)(4), compensation shall be paid in an amount proportionate to  
6 the degree of a permanent reduction.

7 ~~(13)~~ **(14)** In all other cases of permanent partial impairment,  
8 compensation proportionate to the degree of a permanent partial  
9 impairment, in the discretion of the worker's compensation board,  
10 not exceeding one hundred (100) degrees of permanent  
11 impairment.

12 ~~(14)~~ **(15)** In all cases of permanent disfigurement which may  
13 impair the future usefulness or opportunities of the employee,  
14 compensation, in the discretion of the worker's compensation  
15 board, not exceeding forty (40) degrees of permanent impairment  
16 except that no compensation shall be payable under this  
17 subdivision where compensation is payable elsewhere in this  
18 section.

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

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

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

39 (3) With respect to injuries occurring on and after July 1, 1993,  
40 and before July 1, 1997, for each degree of permanent impairment  
41 from one (1) to ten (10), five hundred dollars (\$500) per degree;  
42 for each degree of permanent impairment from eleven (11) to

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1 twenty (20), seven hundred dollars (\$700) per degree; for each  
 2 degree of permanent impairment from twenty-one (21) to  
 3 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
 4 each degree of permanent impairment from thirty-six (36) to fifty  
 5 (50), one thousand four hundred dollars (\$1,400) per degree; for  
 6 each degree of permanent impairment above fifty (50), one  
 7 thousand seven hundred dollars (\$1,700) per degree.

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

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

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

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

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

40 (2) With respect to injuries occurring on or after July 1, 1992, and  
 41 before July 1, 1993, five hundred forty dollars (\$540).

42 (3) With respect to injuries occurring on or after July 1, 1993, and

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1 before July 1, 1994, five hundred ninety-one dollars (\$591).

2 (4) With respect to injuries occurring on or after July 1, 1994, and  
3 before July 1, 1997, six hundred forty-two dollars (\$642).

4 (5) With respect to injuries occurring on or after July 1, 1997, and  
5 before July 1, 1998, six hundred seventy-two dollars (\$672).

6 (6) With respect to injuries occurring on or after July 1, 1998, and  
7 before July 1, 1999, seven hundred two dollars (\$702).

8 (7) With respect to injuries occurring on or after July 1, 1999, and  
9 before July 1, 2000, seven hundred thirty-two dollars (\$732).

10 (8) With respect to injuries occurring on or after July 1, 2000,  
11 seven hundred sixty-two dollars (\$762).

12 SECTION 2. IC 22-3-4-13 IS AMENDED TO READ AS  
13 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 13. (a) Every employer  
14 shall keep a record of all injuries, fatal or otherwise, received by or  
15 claimed to have been received by his employees in the course of their  
16 employment. Within seven (7) days after the occurrence and  
17 knowledge thereof, as provided in IC 22-3-3-1, of any injury to an  
18 employee causing his death or his absence from work for more than  
19 one (1) day, a report thereof shall be made in writing and mailed to the  
20 employer's insurance carrier or, if the employer is self insured,  
21 **delivered** to the worker's compensation board ~~on blanks to be procured~~  
22 ~~from the board for that purpose in the manner provided in~~  
23 **subsections (b) and (c).** The insurance carrier shall ~~mail~~ **deliver** the  
24 report to the worker's compensation board **in the manner provided in**  
25 **subsections (b) and (c)** not later than seven (7) days after receipt of the  
26 report or fourteen (14) days after the employer's knowledge of the  
27 injury, whichever is later. An employer or insurance carrier that fails  
28 to comply with this subsection is subject to a civil penalty of fifty  
29 dollars (\$50), to be assessed and collected by the board. Civil penalties  
30 collected under this section shall be deposited in the state general fund.

31 (b) **All insurance carriers, companies who carry risk without**  
32 **insurance, and third party administrators reporting accident**  
33 **information to the board in compliance with subsection (a) shall:**

34 (1) **report the information using electronic data interchange**  
35 **standards prescribed by the board no later than December 31,**  
36 **1999; or**

37 (2) **in the alternative, the reporting entity shall have an**  
38 **implementation plan approved by the board no later than**  
39 **December 31, 1999, that provides for the ability to report the**  
40 **information using electronic data interchange standards**  
41 **prescribed by the board no later than June 30, 2000.**

42 **Prior to the December 31, 1999, and June 30, 2000, deadlines, the**

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1 **reporting entity may continue to report accidents to the board by**  
 2 **mail in compliance with subsection (a).**

3 (c) The report shall contain the name, nature, and location of the  
 4 business of the employer, the name, age, sex, wages, occupation of the  
 5 injured employee, the date and hour of the accident causing the alleged  
 6 injury, the nature and cause of the injury, and such other information  
 7 as may be required by the board.

8 ~~(c)~~ (d) A person who violates any provision of this article, except  
 9 IC 22-3-5-1 or IC 22-3-7-34(a) or IC 22-3-7-34(b), commits a Class C  
 10 infraction. A person who violates IC 22-3-5-1 or IC 22-3-7-34(a) or  
 11 IC 22-3-7-34(b) commits a Class A infraction. The worker's  
 12 compensation board in the name of the state may seek relief from any  
 13 court of competent jurisdiction to enjoin any violation of this article.

14 ~~(d)~~ (e) The venue of all criminal actions under this section lies in the  
 15 county in which the employee was injured. The prosecuting attorney of  
 16 the county shall prosecute all such violations upon written request of  
 17 the worker's compensation board. Such violations shall be prosecuted  
 18 in the name of the state.

19 ~~(e)~~ (f) In an action before the board against an employer who at the  
 20 time of the injury to or occupational disease of an employee had failed  
 21 to comply with IC 22-3-5-1 or IC 22-3-7-34(a) or IC 22-3-7-34(b), the  
 22 board may award to the employee or the dependents of a deceased  
 23 employee:

- 24 (1) compensation not to exceed double the compensation
- 25 provided by this article;
- 26 (2) medical expenses; and
- 27 (3) reasonable attorney fees in addition to the compensation and
- 28 medical expenses.

29 ~~(f)~~ (g) In an action under subsection (c) the court may:

- 30 (1) order the employer to cease doing business in Indiana until the
- 31 employer furnishes proof of insurance as required by IC 22-3-5-1
- 32 and IC 22-3-7-34(a) or IC 22-3-7-34(b);
- 33 (2) require satisfactory proof of the employer's financial ability to
- 34 pay any compensation or medical expenses in the amount and
- 35 manner and when due as provided for in IC 22-3, for any injuries
- 36 which occurred during any period of noncompliance; and
- 37 (3) require the employer to deposit with the worker's
- 38 compensation board an acceptable security, indemnity, or bond to
- 39 secure the payment of such compensation and medical expense
- 40 liabilities.

41 ~~(g)~~ (h) The penalty provisions of subsection (e) shall apply only to  
 42 the employer and shall not apply for a failure to exact a certificate of

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insurance under IC 22-3-2-14 or IC 22-3-7-34(i) or IC 22-3-7-34(j).

SECTION 3. IC 22-3-7-27 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 27. (a) If the employer and the employee or the employee's dependents disagree in regard to the compensation payable under this chapter, or, if they have reached such an agreement, which has been signed by them, filed with and approved by the worker's compensation board, and afterward disagree as to the continuance of payments under such agreement, or as to the period for which payments shall be made, or as to the amount to be paid, because of a change in conditions since the making of such agreement, either party may then make an application to the board for the determination of the matters in dispute. When compensation which is payable in accordance with an award or by agreement approved by the board is ordered paid in a lump sum by the board, no review shall be had as in this subsection mentioned.

(b) The application making claim for compensation filed with the worker's compensation board shall state the following:

- (1) The approximate date of the last day of the last exposure and the approximate date of the disablement.
- (2) The general nature and character of the illness or disease claimed.
- (3) The name and address of the employer by whom employed on the last day of the last exposure, and if employed by any other employer after such last exposure and before disablement, the name and address of such other employer or employers.
- (4) In case of death, the date and place of death.
- (5) Amendments to applications making claim for compensation which relate to the same disablement or disablement resulting in death originally claimed upon may be allowed by the board in its discretion, and, in the exercise of such discretion, it may, in proper cases, order a trial de novo. Such amendment shall relate back to the date of the filing of the original application so amended.

(c) Upon the filing of such application, the board shall set the date of hearing, which shall be as early as practicable, and shall notify the parties, in the manner prescribed by the board, of the time and place of hearing. The hearing of all claims for compensation on account of occupational disease shall be held in the county in which the last exposure occurred or in any adjoining county, except when the parties consent to a hearing elsewhere. Claims assigned to an individual board member that are considered to be of an emergency nature by that board member, may be heard in any county within the board member's

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1 jurisdiction.

2 (d) The board by any or all of its members shall hear the parties at  
3 issue, their representatives, and witnesses, and shall determine the  
4 dispute in a summary manner. The award shall be filed with the record  
5 of proceedings, and a copy thereof shall immediately be sent by  
6 registered mail to each of the parties in dispute.

7 (e) If an application for review is made to the board within ~~twenty~~  
8 ~~(20) days after receiving a copy of an~~ **thirty (30) days from the date**  
9 **of the** award made by less than all the members, the full board, if the  
10 first hearing was not held before the full board, shall review the  
11 evidence, or, if deemed advisable, hear the parties at issue, their  
12 representatives, and witnesses as soon as practicable, and shall make  
13 an award and file the same with the finding of the facts on which it is  
14 based and send a copy thereof to each of the parties in dispute, in like  
15 manner as specified in subsection (d).

16 (f) An award of the board by less than all of the members as  
17 provided in this section, if not reviewed as provided in this section,  
18 shall be final and conclusive. An award by the full board shall be  
19 conclusive and binding unless either party to the dispute, within thirty  
20 (30) days after receiving a copy of such award, appeals to the court of  
21 appeals under the same terms and conditions as govern appeals in  
22 ordinary civil actions. The court of appeals shall have jurisdiction to  
23 review all questions of law and of fact. The board, of its own motion,  
24 may certify questions of law to the court of appeals for its decision and  
25 determination. An assignment of errors that the award of the full board  
26 is contrary to law shall be sufficient to present both the sufficiency of  
27 the facts found to sustain the award and the sufficiency of the evidence  
28 to sustain the finding of facts. All such appeals and certified questions  
29 of law shall be submitted upon the date filed in the court of appeals,  
30 shall be advanced upon the docket of the court, and shall be determined  
31 at the earliest practicable date, without any extensions of time for filing  
32 briefs. An award of the full board affirmed on appeal, by the employer,  
33 shall be increased thereby five percent (5%), and by order of the court  
34 may be increased ten percent (10%).

35 (g) Upon order of the worker's compensation board made after five  
36 (5) days notice is given to the opposite party, any party in interest may  
37 file in the circuit or superior court of the county in which the  
38 disablement occurred a certified copy of the memorandum of  
39 agreement, approved by the board, or of an order or decision of the  
40 board, or of an award of the full board unappealed from, or of an award  
41 of the full board affirmed upon an appeal, whereupon the court shall  
42 render judgment in accordance therewith and notify the parties. Such

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1 judgment shall have the same effect and all proceedings in relation  
2 thereto shall thereafter be the same as though such judgment has been  
3 rendered in a suit duly heard and determined by the court. Any such  
4 judgment of such circuit or superior court, unappealed from or affirmed  
5 on appeal or modified in obedience to the mandate of the court of  
6 appeals, shall be modified to conform to any decision of the industrial  
7 board ending, diminishing, or increasing any weekly payment under the  
8 provisions of subsection (i) upon the presentation to it of a certified  
9 copy of such decision.

10 (h) In all proceedings before the worker's compensation board or in  
11 a court under the compensation provisions of this chapter, the costs  
12 shall be awarded and taxed as provided by law in ordinary civil actions  
13 in the circuit court.

14 (i) The power and jurisdiction of the worker's compensation board  
15 over each case shall be continuing, and, from time to time, it may, upon  
16 its own motion or upon the application of either party on account of a  
17 change in conditions, make such modification or change in the award  
18 ending, lessening, continuing, or extending the payments previously  
19 awarded, either by agreement or upon hearing, as it may deem just,  
20 subject to the maximum and minimum provided for in this chapter.  
21 When compensation which is payable in accordance with an award or  
22 settlement contract approved by the board is ordered paid in a lump  
23 sum by the board, no review shall be had as in this subsection  
24 mentioned. Upon making any such change, the board shall immediately  
25 send to each of the parties a copy of the modified award. No such  
26 modification shall affect the previous award as to any money paid  
27 thereunder. The board shall not make any such modification upon its  
28 own motion, nor shall any application therefor be filed by either party  
29 after the expiration of two (2) years from the last day for which  
30 compensation was paid under the original award made either by  
31 agreement or upon hearing, except that applications for increased  
32 permanent partial impairment are barred unless filed within one (1)  
33 year from the **first last** day for which compensation was paid. The  
34 board may at any time correct any clerical error in any finding or  
35 award.

36 (j) The board or any member thereof may, upon the application of  
37 either party or upon its own motion, appoint a disinterested and duly  
38 qualified physician or surgeon to make any necessary medical  
39 examination of the employee and to testify in respect thereto. Such  
40 physician or surgeon shall be allowed traveling expenses and a  
41 reasonable fee, to be fixed by the board. The fees and expenses of such  
42 physician or surgeon shall be paid by the state only on special order of

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1 the board or a member thereof.

2 (k) The board or any member thereof may, upon the application of  
3 either party or upon its own motion, appoint a disinterested and duly  
4 qualified industrial hygienist, industrial engineer, industrial physician,  
5 or chemist to make any necessary investigation of the occupation in  
6 which the employee alleges that he was last exposed to the hazards of  
7 the occupational disease claimed upon, and testify with respect to the  
8 occupational disease health hazards found by such person or persons  
9 to exist in such occupation. Such person or persons shall be allowed  
10 traveling expenses and a reasonable fee, to be fixed by the board. The  
11 fees and expenses of such persons shall be paid by the state, only on  
12 special order of the board or a member thereof.

13 (l) Whenever any claimant misconceives the claimant's remedy and  
14 files an application for adjustment of a claim under IC 22-3-2 through  
15 IC 22-3-6 and it is subsequently discovered, at any time before the final  
16 disposition of such cause, that the claim for injury or death which was  
17 the basis for such application should properly have been made under  
18 the provisions of this chapter, then the application so filed under  
19 IC 22-3-2 through IC 22-3-6 may be amended in form or substance or  
20 both to assert a claim for such disability or death under the provisions  
21 of this chapter, and it shall be deemed to have been so filed as amended  
22 on the date of the original filing thereof, and such compensation may  
23 be awarded as is warranted by the whole evidence pursuant to the  
24 provisions of this chapter. When such amendment is submitted, further  
25 or additional evidence may be heard by the worker's compensation  
26 board when deemed necessary. Nothing in this section contained shall  
27 be construed to be or permit a waiver of any of the provisions of this  
28 chapter with reference to notice or time for filing a claim, but notice of  
29 filing of a claim, if given or done, shall be deemed to be a notice or  
30 filing of a claim under the provisions of this chapter if given or done  
31 within the time required in this chapter.

32 SECTION 4. IC 22-3-7-36 IS AMENDED TO READ AS  
33 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 36. (a) Whenever  
34 disablement or death from an occupational disease arising out of and  
35 in the course of the employment for which compensation is payable  
36 under this chapter, shall have been sustained under circumstances  
37 creating in some other person than the employer and not in the same  
38 employ a legal liability to pay damages in respect thereto, the injured  
39 employee, or the employee's dependents, in case of death, may  
40 commence legal proceedings against such other person to recover  
41 damages notwithstanding such employer's or such employer's  
42 occupational disease insurance carrier's payment of, or liability to pay,

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1 compensation under this chapter. In such case, however, if the action  
2 against such other person is brought by the injured employee or the  
3 employee's dependents and judgment is obtained and paid and accepted  
4 and settlement is made with such other person, either with or without  
5 suit, then from the amount received by such employee or dependents  
6 there shall be paid to the employer, or such employer's occupational  
7 disease insurance carrier, the amount of compensation paid to such  
8 employee or dependents, plus the medical, hospital and nurses' services  
9 and supplies and burial expense paid by the employer or such  
10 employer's occupational disease insurance carrier, and the liability of  
11 the employer or such employer's occupational disease insurance carrier  
12 to pay further compensation or other expenses shall thereupon  
13 terminate, whether or not one (1) or all of the dependents are entitled  
14 to share in the proceeds of the settlement or recovery and whether or  
15 not one (1) or all of the dependents could have maintained the action  
16 or claim for wrongful death.

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

31 (c) In the event an employee, or in the event of the employee's death,  
32 the employee's dependents, shall procure a final judgment against such  
33 other person other than by agreement, for disablement or death from an  
34 occupational disease arising out of and in the course of the employment  
35 and such judgment is for a lesser sum than the amount for which the  
36 employer or such employer's occupational disease insurance carrier is  
37 liable for compensation and for medical, surgical, hospital, and nurse's  
38 services and supplies, as of the date the judgment becomes final, then  
39 the employee, or in the event of the employee's death, the employee's  
40 dependents, shall have the option of either collecting such judgment  
41 and repaying the employer or such employer's occupational disease  
42 insurance carrier for compensation previously drawn, if any, and

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

12 (d) If the employee or the employee's dependents agree to receive  
 13 compensation, because of an occupational disease arising out of and in  
 14 the course of the employment, from the employer or such employer's  
 15 occupational disease insurance carrier, or to accept from the employer  
 16 or such employer's occupational disease insurance carrier by loan or  
 17 otherwise, any payment on account of such compensation or institute  
 18 proceedings to recover the same, the said employer or such employer's  
 19 occupational disease insurance carrier shall have a lien upon any  
 20 settlement award, judgment, or fund out of which such employee might  
 21 be compensated from the third party.

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

41 (f) If said employee, or in the event of the employee's death, the  
 42 employee's dependents, shall fail to institute legal proceedings, against

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

18 (g) In such actions brought as provided in this section by the  
 19 employee or the employee's dependents, the employee or the  
 20 employee's dependents shall, within thirty (30) days after such action  
 21 is filed, notify the employer or such employer's occupational disease  
 22 insurance carrier, by personal service or registered or certified mail, of  
 23 such fact and the name of the court in which suit is brought, filing  
 24 proof thereof in such action.

25 (h) If the employer does not join in the action within ninety (90)  
 26 days after receipt of the notice, then out of any actual money  
 27 reimbursement received by the employer or such employer's  
 28 occupational disease insurance carrier pursuant to this section, they  
 29 shall pay their pro rata share of all costs and reasonably necessary  
 30 expenses in connection with such third party claim, action, or suit, and  
 31 to the attorney at law selected by the employee or the employee's  
 32 dependents, a fee of twenty-five percent (25%), if collected without  
 33 ~~trial suit~~, of the amount of benefits after the expenses and costs in  
 34 connection with such third party claim have been deducted therefrom,  
 35 and a fee of thirty-three and one-third percent (33 1/3%), if collected  
 36 ~~after trial with suit~~, of the amount of such benefits after deduction of  
 37 the costs and reasonably necessary expenses in connection with such  
 38 third party claim, action, or suit. The employer may, within ninety (90)  
 39 days after receipt of notice of suit from the employee or the employee's  
 40 dependents, join in the action upon the employee's motion so that all  
 41 orders of court after hearing and judgment shall be made for the  
 42 employee's protection.



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1 (i) No release or settlement of claim for damages by reason of such  
2 injury or death, and no satisfaction of judgment in such proceedings  
3 shall be valid without the written consent of both employer or such  
4 employer's occupational disease insurance carrier, and employee, or the  
5 employee's dependents. However, in the case of the employer or such  
6 employer's occupational disease insurance carrier, such consent shall  
7 not be required where the employer, or such employer's occupational  
8 disease insurance carrier has been fully indemnified or protected by  
9 court order.

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