



January 28, 2000

## SENATE BILL No. 52

DIGEST OF SB 52 (Updated January 27, 2000 6:15 PM - DI 73)

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

**Synopsis:** Makes numerous changes regarding worker's compensation, including the following: (1) Bars recovery of expenses by a claimant under certain circumstances. (2) Limits the attorney's fees required to be paid by the employer in connection with a third party action to a percentage of the amount of benefits actually repaid, rather than of the amount of reimbursements. (3) Makes changes regarding compromise settlements. (4) Provides that no compensation or expenses shall be paid until notice of injury is given to the employer or the employer obtains knowledge of the injury. (5) Provides that if a physical examination (or traveling to an examination) causes an employee a loss of working time, the employer must compensate the employee as if the absence from work were a temporary partial disability. (6) Requires an award for temporary total disability or temporary partial disability compensation to be supported by medical opinion evidence or an affirmative finding of a hearing officer. (7) Increases the average weekly wages used in the determination of benefits, thereby increasing worker's compensation and occupational diseases compensation benefits for each year beginning July 1, 2001 and ending July 1, 2004. (8) Removes from the list of presumptive dependents an unmarried child over the age of 21 who at the time of death of the parent is keeping house for and living with the parent and is not otherwise

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**Effective:** July 1, 2000.

## Harrison

November 17, 1999, read first time and referred to Committee on Rules and Legislative Procedure.  
 January 13, 2000, amended; reassigned to Committee on Pensions and Labor.  
 January 28, 2000, amended, reported favorably — Do Pass.

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employed.(9) Limits the \$20,000 maximum amount of a bad faith claim to the life of the claim for benefits arising from an injury. (10) Excludes mental or emotional injury resulting from work-related stress unless it is demonstrated that the stress was predominantly work-related and was extraordinary and unusual, as measured by objective standards and actual events. (11) Defines "total permanent disability". (12) Provides that if the worker's compensation board determines that a claimant's application for benefits was fraudulent or in bad faith, the board shall fix the amount of the attorney's fees to be paid by the claimant. (13) Provides that a parent or a subsidiary of a corporation or a lessor of employees is the employer for purposes of determining the exclusive remedy under the worker's compensation law.

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January 28, 2000

Second Regular Session 111th General Assembly (2000)

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 1999 General Assembly.

## SENATE BILL No. 52

A BILL FOR AN ACT to amend the Indiana Code concerning worker's compensation and occupational diseases compensation.

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

1 SECTION 1. IC 22-3-2-8 IS AMENDED TO READ AS FOLLOWS  
2 [EFFECTIVE JULY 1, 2000]: Sec. 8. No compensation ~~is~~ **or other**  
3 **expenses are** allowed for an injury or death due to the employee's  
4 knowingly self-inflicted injury, ~~his~~ **intoxication by drugs or alcohol,**  
5 ~~his~~ **commission of an offense, his** knowing failure to use a safety  
6 appliance, ~~his~~ **knowing failure to obey a reasonable written or printed**  
7 **rule of the employer which has been posted in a conspicuous position**  
8 **in the place of work or provided in writing,** or ~~his~~ knowing failure to  
9 perform any statutory duty. The burden of proof is on the defendant.

10 SECTION 2. IC 22-3-2-13 IS AMENDED TO READ AS  
11 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 13. Whenever an injury  
12 or death, for which compensation is payable under chapters 2 through  
13 6 of this article shall have been sustained under circumstances creating  
14 in some other person than the employer and not in the same employ a  
15 legal liability to pay damages in respect thereto, the injured employee,  
16 or his dependents, in case of death, may commence legal proceedings  
17 against the other person to recover damages notwithstanding the

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

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

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

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

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

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

37 If the employee, or, in the event of his death, his dependents, shall  
38 fail to institute legal proceedings against the other person for damages  
39 within two (2) years after the cause of action accrues, the employer or  
40 the employer's compensation insurance carrier, having paid  
41 compensation, or having been liable therefor, may collect in their own  
42 name or in the name of the injured employee, or in the case of his

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1 death, in the name of his dependents, from the other person in whom  
2 legal liability for damage exists, the compensation paid or payable to  
3 the injured employee, or to his dependents, plus the medical, surgical,  
4 hospital and nurses' services and supplies, and burial expenses, paid by  
5 them, or for which they have become liable, and the employer or the  
6 employer's compensation insurance carrier may commence an action  
7 at law for collection against the other person in whom legal liability  
8 exists, at any time within one (1) year from the date of the expiration  
9 of the two (2) years when the action accrued to the injured employee,  
10 or, in the event of his death, to his dependents, notwithstanding the  
11 provisions of any statute of limitations to the contrary.

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

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

36 No release or settlement of claim for damages by reason of injury or  
37 death, and no satisfaction of judgment in the proceedings, shall be valid  
38 without the written consent of both employer or the employer's  
39 compensation insurance carrier and employee or his dependents, except  
40 in the case of the employer or the employer's compensation insurance  
41 carrier, consent shall not be required where the employer or the  
42 employer's compensation insurance carrier has been fully indemnified

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1 or protected by court order.

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

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

24 (c) A minor dependent, by parent or legal guardian, may  
 25 compromise disputes and may enter into a compromise settlement  
 26 agreement, and upon approval by a member of the worker's  
 27 compensation board, the settlement agreement shall have the same  
 28 force and effect as though the minor had been an adult. The payment  
 29 of compensation by the employer in accordance with the settlement  
 30 agreement shall discharge the employer from all further obligation.

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

38 ~~Unless such notice is given or knowledge acquired within thirty (30)~~  
 39 ~~days from the date of the injury or death;~~ No compensation **or other**  
 40 **expenses** shall be ~~paid until and from due or payable for~~  
 41 **compensation or expenses incurred prior to** the date such notice is  
 42 given or knowledge obtained. ~~No lack of knowledge by the employer~~



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1 or his representative, and no want, failure, defect or inaccuracy of the  
 2 notice shall bar compensation; unless the employer shall show that he  
 3 is prejudiced by such lack of knowledge or by such want, failure, defect  
 4 or inaccuracy of the notice; and then only to the extent of such  
 5 prejudices.

6 SECTION 5. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS  
 7 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to  
 8 an adjudication of permanent impairment, the employer shall furnish  
 9 or cause to be furnished, free of charge to the employee, an attending  
 10 physician for the treatment of his injuries, and in addition thereto such  
 11 surgical, hospital and nursing services and supplies as the attending  
 12 physician or the worker's compensation board may deem necessary. If  
 13 the employee is requested or required by the employer to submit to  
 14 treatment outside the county of employment, the employer shall also  
 15 pay the reasonable expense of travel, food, and lodging necessary  
 16 during the travel, but not to exceed the amount paid at the time of the  
 17 travel by the state to its employees under the state travel policies and  
 18 procedures established by the department of administration and  
 19 approved by the state budget agency.

20 (b) During the period of temporary total disability resulting from the  
 21 injury, the employer shall furnish the physician services, and supplies,  
 22 and the worker's compensation board may, on proper application of  
 23 either party, require that treatment by the physician and services and  
 24 supplies be furnished by or on behalf of the employer as the worker's  
 25 compensation board may deem reasonably necessary.

26 (c) After an employee's injury has been adjudicated by agreement  
 27 or award on the basis of permanent partial impairment and within the  
 28 statutory period for review in such case as provided in section 27 of  
 29 this chapter, the employer may continue to furnish a physician or  
 30 surgeon and other medical services and supplies, and the worker's  
 31 compensation board may within the statutory period for review as  
 32 provided in section 27 of this chapter, on a proper application of either  
 33 party, require that treatment by that physician and other medical  
 34 services and supplies be furnished by and on behalf of the employer as  
 35 the worker's compensation board may deem necessary to limit or  
 36 reduce the amount and extent of the employee's impairment. The  
 37 refusal of the employee to accept such services and supplies, when  
 38 provided by or on behalf of the employer, shall bar the employee from  
 39 all compensation **or other expenses** otherwise payable during the  
 40 period of the refusal, and his right to prosecute any proceeding under  
 41 IC 22-3-2 through IC 22-3-6 shall be suspended and abated until the  
 42 employee's refusal ceases. The employee must be served with a notice



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1 setting forth the consequences of the refusal under this section. The  
2 notice must be in a form prescribed by the worker's compensation  
3 board. No compensation for permanent total impairment, permanent  
4 partial impairment, permanent disfigurement, or death shall be paid or  
5 payable for that part or portion of the impairment, disfigurement, or  
6 death which is the result of the failure of the employee to accept the  
7 treatment, services, and supplies required under this section. However,  
8 an employer may at any time permit an employee to have treatment for  
9 his injuries by spiritual means or prayer in lieu of the physician or  
10 surgeon and other medical services and supplies required under this  
11 section.

12 (d) If, because of an emergency, or because of the employer's failure  
13 to provide an attending physician or surgical, hospital, or nursing  
14 services and supplies, or treatment by spiritual means or prayer, as  
15 required by this section, or because of any other good reason, a  
16 physician other than that provided by the employer treats the injured  
17 employee during the period of the employee's temporary total  
18 disability, or necessary and proper surgical, hospital, or nursing  
19 services and supplies are procured within the period, the reasonable  
20 cost of those services and supplies shall, subject to the approval of the  
21 worker's compensation board, be paid by the employer.

22 (e) Regardless of when it occurs, where a compensable injury results  
23 in the amputation of a body part, the enucleation of an eye, or the loss  
24 of natural teeth, the employer shall furnish an appropriate artificial  
25 member, braces, and prosthodontics. The cost of repairs to or  
26 replacements for the artificial members, braces, or prosthodontics that  
27 result from a compensable injury pursuant to a prior award and are  
28 required due to either medical necessity or normal wear and tear,  
29 determined according to the employee's individual use, but not abuse,  
30 of the artificial member, braces, or prosthodontics, shall be paid from  
31 the second injury fund upon order or award of the worker's  
32 compensation board. The employee is not required to meet any other  
33 requirement for admission to the second injury fund.

34 (f) If an accident arising out of and in the course of employment  
35 after June 30, 1997, results in the loss of or damage to an artificial  
36 member, a brace, an implant, eyeglasses, prosthodontics, or other  
37 medically prescribed device, the employer shall repair the artificial  
38 member, brace, implant, eyeglasses, prosthodontics, or other medically  
39 prescribed device or furnish an identical or a reasonably equivalent  
40 replacement.

41 (g) This section may not be construed to prohibit an agreement  
42 between an employer and the employer's employees that has the

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1 approval of the board and that binds the parties to:

- 2 (1) medical care furnished by health care providers selected by  
 3 agreement before or after injury; or  
 4 (2) the findings of a health care provider who was chosen by  
 5 agreement.

6 SECTION 6. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS  
 7 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the  
 8 period of claimed resulting disability or impairment, the employee, if  
 9 so requested by the employee's employer or ordered by the industrial  
 10 board, shall submit to an examination at reasonable times and places  
 11 by a duly qualified physician or surgeon designated and paid by the  
 12 employer or by order of the worker's compensation board. The  
 13 employee shall have the right to have present at any such examination  
 14 any duly qualified physician or surgeon provided and paid for by the  
 15 employee. No fact communicated to, or otherwise learned by, any  
 16 physician or surgeon who may have attended or examined the  
 17 employee, or who may have been present at any examination, shall be  
 18 privileged, either in the hearings provided for in IC 22-3-2 through  
 19 IC 22-3-6, or in any action at law brought to recover damages against  
 20 any employer who is subject to the compensation provisions of  
 21 IC 22-3-2 through IC 22-3-6. If the employee refuses to submit to or in  
 22 any way obstructs such examinations, the employee's right to  
 23 compensation and his right to take or prosecute any proceedings under  
 24 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or  
 25 obstruction ceases. No compensation **or other expenses** shall at any  
 26 time be payable for the period of suspension unless in the opinion of  
 27 the worker's compensation board the circumstances justified the refusal  
 28 or obstruction. The employee must be served with a notice setting forth  
 29 the consequences of the refusal under this subsection. The notice must  
 30 be in a form prescribed by the board.

31 (b) Any employer requesting an examination of any employee  
 32 residing within Indiana shall pay, in advance of the time fixed for the  
 33 examination, sufficient money to defray the necessary expenses of  
 34 travel by the most convenient means to and from the place of  
 35 examination, and the cost of meals and lodging necessary during the  
 36 travel. If the method of travel is by automobile, the mileage rate to be  
 37 paid by the employer shall be the rate currently being paid by the state  
 38 to its employees under the state travel policies and procedures  
 39 established by the department of administration and approved by the  
 40 budget agency. If such examination or travel to or from the place of  
 41 examination causes any loss of working time on the part of the  
 42 employee, the employer shall ~~reimburse~~ **compensate** the employee for



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1 such loss of wages upon the basis of the employee's average daily  
 2 wage. as if the absence from work was a temporary partial  
 3 **disability pursuant to IC 22-3-3-9.** When any employee injured in  
 4 Indiana moves outside Indiana, the travel expense and the cost of meals  
 5 and lodging necessary during the travel payable under this section shall  
 6 be paid from the point in Indiana nearest to the employee's then  
 7 residence to the place of examination. No travel and other expense  
 8 shall be paid for any travel and other expense required outside Indiana.

9 (c) A duly qualified physician or surgeon provided and paid for by  
 10 the employee may be present at an examination if the employee so  
 11 desires. In all cases where the examination is made by a physician or  
 12 surgeon engaged by the employer and the injured employee has no  
 13 physician or surgeon present at such examination, it shall be the duty  
 14 of the physician or surgeon making the examination to deliver to the  
 15 injured employee, or the employee's representative a statement in  
 16 writing of the conditions evidenced by such examination. The  
 17 statement shall disclose all facts that are reported by such physician or  
 18 surgeon to the employer. Such statement shall be furnished to the  
 19 employee or the employee's representative, as soon as practicable, but  
 20 not later than thirty (30) days before the time the case is set for hearing.  
 21 The statement may be submitted by either party as evidence by that  
 22 physician or surgeon at a hearing before the worker's compensation  
 23 board if the statement meets the requirements of subsection (e). If such  
 24 physician or surgeon fails or refuses to furnish the employee or the  
 25 employee's representative with such statement thirty (30) days before  
 26 the hearing, then the statement may not be submitted as evidence, and  
 27 such physician or surgeon shall not be permitted to testify before the  
 28 worker's compensation board as to any facts learned in such  
 29 examination. All of the requirements of this subsection apply to all  
 30 subsequent examinations requested by the employer.

31 (d) In all cases where an examination of an employee is made by a  
 32 physician or surgeon engaged by the employee, and the employer has  
 33 no physician or surgeon present at such examination, it shall be the  
 34 duty of the physician or surgeon making the examination to deliver to  
 35 the employer or the employer's representative a statement in writing of  
 36 the conditions evidenced by such examination. The statement shall  
 37 disclose all facts that are reported by such physician or surgeon to the  
 38 employee. Such statement shall be furnished to the employer or the  
 39 employer's representative as soon as practicable, but not later than  
 40 thirty (30) days before the time the case is set for hearing. The  
 41 statement may be submitted by either party as evidence by that  
 42 physician or surgeon at a hearing before the worker's compensation



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1 board if the statement meets the requirements of subsection (e). If such  
 2 physician or surgeon fails or refuses to furnish the employer, or the  
 3 employer's representative, with such statement thirty (30) days before  
 4 the hearing, then the statement may not be submitted as evidence, and  
 5 such physician or surgeon shall not be permitted to testify before the  
 6 industrial board as to any facts learned in such examination. All of the  
 7 requirements of this subsection apply to all subsequent examinations  
 8 made by a physician or surgeon engaged by the employee.

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

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

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

16 (3) The opinion of the physician or surgeon concerning the causal  
 17 relationship, if any, between the injury and the patient's physical  
 18 or mental condition, including the physician's or surgeon's reasons  
 19 for the opinion.

20 (4) The opinion of the physician or surgeon concerning whether  
 21 the injury or claimed injury resulted in a disability or impairment  
 22 and, if so, the opinion of the physician or surgeon concerning the  
 23 extent of the disability or impairment and the reasons for the  
 24 opinion.

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

26 Notwithstanding any hearsay objection, the worker's compensation  
 27 board shall admit into evidence a statement that meets the requirements  
 28 of this subsection unless the statement is ruled inadmissible on other  
 29 grounds.

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

33 (g) Any party may object to a statement on the basis that the  
 34 statement does not meet the requirements of subsection (e). The  
 35 objecting party must give written notice to the party providing the  
 36 statement and specify the basis for the objection. Notice of the  
 37 objection must be given no later than twenty (20) days before the  
 38 hearing. Failure to object as provided in this subsection precludes any  
 39 further objection as to the adequacy of the statement under subsection  
 40 (e).

41 (h) The employer upon proper application, or the worker's  
 42 compensation board, shall have the right in any case of death to require

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

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

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



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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  
 39 receipt of the notice of intent to terminate benefits. If the board and  
 40 employer do not receive a notice of disagreement under this section, the  
 41 employee's temporary total disability benefits shall be terminated. Upon  
 42 receipt of the notice of disagreement, the board shall immediately



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1 contact the parties, which may be by telephone or other means, and  
 2 attempt to resolve the disagreement. If the board is unable to resolve  
 3 the disagreement within ten (10) days of receipt of the notice of  
 4 disagreement, the board shall immediately arrange for an evaluation of  
 5 the employee by an independent medical examiner. The independent  
 6 medical examiner shall be selected by mutual agreement of the parties  
 7 or, if the parties are unable to agree, appointed by the board under  
 8 IC 22-3-4-11. If the independent medical examiner determines that the  
 9 employee is no longer temporarily disabled or is still temporarily  
 10 disabled but can return to employment that the employer has made  
 11 available to the employee, or if the employee fails or refuses to appear  
 12 for examination by the independent medical examiner, temporary total  
 13 disability benefits may be terminated. If either party disagrees with the  
 14 opinion of the independent medical examiner, the party shall apply to  
 15 the board for a hearing under IC 22-3-4-5.

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

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

29 SECTION 8. IC 22-3-3-10, AS AMENDED BY P.L.235-1999,  
 30 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 31 JULY 1, 2000]: Sec. 10. (a) With respect to injuries in the following  
 32 schedule occurring prior to April 1, 1951, the employee shall receive  
 33 in addition to temporary total disability benefits not exceeding  
 34 twenty-six (26) weeks on account of the injuries, a weekly  
 35 compensation of fifty-five percent (55%) of the employee's average  
 36 weekly wages. With respect to injuries in the following schedule  
 37 occurring on and after April 1, 1951, and prior to July 1, 1971, the  
 38 employee shall receive in addition to temporary total disability benefits  
 39 not exceeding twenty-six (26) weeks on account of the injuries, a  
 40 weekly compensation of sixty percent (60%) of the employee's average  
 41 weekly wages. With respect to injuries in the following schedule  
 42 occurring on and after July 1, 1971, and before July 1, 1977, the



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

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

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

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



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

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

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

42 With respect to injuries in the following schedule occurring on and



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

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

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

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

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

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

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

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

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

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

26 (2) Amputations: For the loss by separation of any of the body  
 27 parts described in subdivision (1) on or after July 1, 1997, and for  
 28 the loss by separation of any of the body parts described in  
 29 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar  
 30 values per degree applying on the date of the injury as described  
 31 in subsection (d) shall be multiplied by two (2). However, the  
 32 doubling provision of this subdivision does not apply to a loss of  
 33 use that is not a loss by 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 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 (7) For the permanent and complete loss of hearing in one (1) ear,  
 16 fifteen (15) degrees of permanent impairment, and in both ears,  
 17 forty (40) degrees of permanent impairment.
- 18 (8) For the loss of one (1) testicle, ten (10) degrees of permanent  
 19 impairment; for the loss of both testicles, thirty (30) degrees of  
 20 permanent impairment.
- 21 (9) Loss of use: The total permanent loss of the use of an arm, a  
 22 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
 23 considered as the equivalent of the loss by separation of the arm,  
 24 hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
 25 shall be paid in the same amount as for the loss by separation.  
 26 However, the doubling provision of subdivision (2) does not apply  
 27 to a loss of use that is not a loss by separation.
- 28 (10) Partial loss of use: For the permanent partial loss of the use  
 29 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 (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 (12) For any permanent reduction of the sight of an eye less than  
 36 a total loss as specified in subsection (a)(3), the compensation  
 37 shall be paid in an amount proportionate to the degree of a  
 38 permanent reduction without correction or glasses. However,  
 39 when a permanent reduction without correction or glasses would  
 40 result in one hundred percent (100%) loss of vision, then  
 41 compensation shall be paid for fifty percent (50%) of the total loss  
 42 of vision without glasses, plus an additional amount equal to the

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

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

7 (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 (15) In all cases of permanent disfigurement which may impair  
13 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



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, **and**
- 11 **before July 1, 2001**, seven hundred sixty-two dollars (\$762).
- 12 (9) **With respect to injuries occurring on or after July 1, 2001,**
- 13 **and before July 1, 2002, seven hundred ninety-two dollars**
- 14 **(\$792).**
- 15 (10) **With respect to injuries occurring on or after July 1,**
- 16 **2002, and before July 1, 2003, eight hundred twenty-two**
- 17 **dollars (\$822).**
- 18 (11) **With respect to injuries occurring on or after July 1,**
- 19 **2003, and before July 1, 2004, eight hundred fifty-two dollars**
- 20 **(\$852).**
- 21 (12) **With respect to injuries occurring on or after July 1,**
- 22 **2004, eight hundred eighty-two dollars (\$882).**
- 23 SECTION 9. IC 22-3-3-19 IS AMENDED TO READ AS
- 24 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) The following
- 25 persons are conclusively presumed to be wholly dependent for support
- 26 upon a deceased employee and shall constitute the class known as
- 27 presumptive dependents in section 18 of this chapter:
- 28 (1) A wife upon a husband with whom she is living at the time of
- 29 his death, or upon whom the laws of the state impose the
- 30 obligation of her support at such time. The term "wife", as used in
- 31 this subdivision, shall exclude a common law wife unless such
- 32 common law relationship was entered into before January 1,
- 33 1958, and, in addition, existed openly and notoriously for a period
- 34 of not less than five (5) years immediately preceding the death.
- 35 (2) A husband upon his wife with whom he is living at the time of
- 36 her death. The term "husband", as used in this subdivision, shall
- 37 exclude a common law husband unless such common law
- 38 relationship was entered into before January 1, 1958, and, in
- 39 addition, existed openly and notoriously for a period of not less
- 40 than five (5) years immediately preceding the death.
- 41 (3) An unmarried child under the age of twenty-one (21) years
- 42 upon the parent with whom the child is living at the time of the

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- 1 death of such parent.
- 2 (4) An unmarried child under twenty-one (21) years upon the
- 3 parent with whom the child may not be living at the time of the
- 4 death of such parent, but upon whom, at such time, the laws of the
- 5 state impose the obligation to support such child.
- 6 (5) A child over the age of twenty-one (21) years who has never
- 7 been married and who is either physically or mentally
- 8 incapacitated from earning the child's own support, upon a parent
- 9 upon whom the laws of the state impose the obligation of the
- 10 support of such unmarried child.
- 11 ~~(6) A child over the age of twenty-one (21) years who has never~~
- 12 ~~been married and who at the time of the death of the parent is~~
- 13 ~~keeping house for and living with such parent and is not otherwise~~
- 14 ~~gainfully employed.~~
- 15 (b) As used in this section, the term "child" includes stepchildren,
- 16 legally adopted children, posthumous children, and acknowledged
- 17 children born out of wedlock. The term "parent" includes stepparents
- 18 and parents by adoption.
- 19 (c) The dependency of a child under ~~subsections subsection~~ (a)(3)
- 20 and (a)(4) shall terminate when the child attains the age of twenty-one
- 21 (21).
- 22 (d) The dependency of any person as a presumptive dependent shall
- 23 terminate upon the marriage of such dependent subsequent to the death
- 24 of the employee, and such dependency shall not be reinstated by
- 25 divorce. However, for deaths from injuries occurring on and after July
- 26 1, 1977, a surviving spouse who is a presumptive dependent and who
- 27 is the only surviving dependent of the deceased employee is entitled to
- 28 receive, upon remarriage before the expiration of the maximum
- 29 statutory compensation period, a lump sum settlement equal to the
- 30 smaller of one hundred four (104) weeks of compensation or the
- 31 compensation for the remainder of the maximum statutory
- 32 compensation period.
- 33 ~~(e) The dependency of any child under subsection (a)(6) shall be~~
- 34 ~~terminated at such time as such dependent becomes gainfully employed~~
- 35 ~~or marries.~~
- 36 SECTION 10. IC 22-3-3-22 IS AMENDED TO READ AS
- 37 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
- 38 the compensation under this law with respect to injuries occurring on
- 39 and after April 1, 1963, and prior to April 1, 1965, the average weekly
- 40 wages shall be considered to be not more than seventy dollars (\$70) nor
- 41 less than thirty dollars (\$30). In computing the compensation under this
- 42 law with respect to injuries occurring on and after April 1, 1965, and

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1 prior to April 1, 1967, the average weekly wages shall be considered to  
2 be not more than seventy-five dollars (\$75) and not less than thirty  
3 dollars (\$30). In computing the compensation under this law with  
4 respect to injuries occurring on and after April 1, 1967, and prior to  
5 April 1, 1969, the average weekly wages shall be considered to be not  
6 more than eighty-five dollars (\$85) and not less than thirty-five dollars  
7 (\$35). In computing the compensation under this law with respect to  
8 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,  
9 the average weekly wages shall be considered to be not more than  
10 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In  
11 computing the compensation under this law with respect to injuries  
12 occurring on and after July 1, 1971, and prior to July 1, 1974, the  
13 average weekly wages shall be considered to be: (A) Not more than: (1)  
14 one hundred dollars (\$100) if no dependents; (2) one hundred five  
15 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)  
16 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three (3)  
17 dependents; (5) one hundred twenty dollars (\$120) if four (4)  
18 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)  
19 or more dependents; and (B) Not less than thirty-five dollars (\$35). In  
20 computing compensation for temporary total disability, temporary  
21 partial disability, and total permanent disability under this law with  
22 respect to injuries occurring on and after July 1, 1974, and before July  
23 1, 1976, the average weekly wages shall be considered to be (A) not  
24 more than one hundred thirty-five dollars (\$135), and (B) not less than  
25 seventy-five dollars (\$75). However, the weekly compensation payable  
26 shall in no case exceed the average weekly wages of the employee at  
27 the time of the injury. In computing compensation for temporary total  
28 disability, temporary partial disability and total permanent disability  
29 under this law with respect to injuries occurring on and after July 1,  
30 1976, and before July 1, 1977, the average weekly wages shall be  
31 considered to be (1) not more than one hundred fifty-six dollars (\$156)  
32 and (2) not less than seventy-five dollars (\$75). However, the weekly  
33 compensation payable shall not exceed the average weekly wages of  
34 the employee at the time of the injury. In computing compensation for  
35 temporary total disability, temporary partial disability, and total  
36 permanent disability, with respect to injuries occurring on and after  
37 July 1, 1977, and before July 1, 1979, the average weekly wages are  
38 considered to be (1) not more than one hundred eighty dollars (\$180);  
39 and (2) not less than seventy-five dollars (\$75). However, the weekly  
40 compensation payable may not exceed the average weekly wages of the  
41 employee at the time of the injury. In computing compensation for  
42 temporary total disability, temporary partial disability, and total

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1 permanent disability, with respect to injuries occurring on and after  
2 July 1, 1979, and before July 1, 1980, the average weekly wages are  
3 considered to be (1) not more than one hundred ninety-five dollars  
4 (\$195), and (2) not less than seventy-five dollars (\$75). However, the  
5 weekly compensation payable shall not exceed the average weekly  
6 wages of the employee at the time of the injury. In computing  
7 compensation for temporary total disability, temporary partial  
8 disability, and total permanent disability, with respect to injuries  
9 occurring on and after July 1, 1980, and before July 1, 1983, the  
10 average weekly wages are considered to be (1) not more than two  
11 hundred ten dollars (\$210), and (2) not less than seventy-five dollars  
12 (\$75). However, the weekly compensation payable shall not exceed the  
13 average weekly wages of the employee at the time of the injury. In  
14 computing compensation for temporary total disability, temporary  
15 partial disability, and total permanent disability, with respect to injuries  
16 occurring on and after July 1, 1983, and before July 1, 1984, the  
17 average weekly wages are considered to be (1) not more than two  
18 hundred thirty-four dollars (\$234) and (2) not less than seventy-five  
19 dollars (\$75). However, the weekly compensation payable shall not  
20 exceed the average weekly wages of the employee at the time of the  
21 injury. In computing compensation for temporary total disability,  
22 temporary partial disability, and total permanent disability, with respect  
23 to injuries occurring on and after July 1, 1984, and before July 1, 1985,  
24 the average weekly wages are considered to be (1) not more than two  
25 hundred forty-nine dollars (\$249) and (2) not less than seventy-five  
26 dollars (\$75). However, the weekly compensation payable shall not  
27 exceed the average weekly wages of the employee at the time of the  
28 injury. In computing compensation for temporary total disability,  
29 temporary partial disability, and total permanent disability, with respect  
30 to injuries occurring on and after July 1, 1985, and before July 1, 1986,  
31 the average weekly wages are considered to be (1) not more than two  
32 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five  
33 dollars (\$75). However, the weekly compensation payable shall not  
34 exceed the average weekly wages of the employee at the time of the  
35 injury. In computing compensation for temporary total disability,  
36 temporary partial disability, and total permanent disability, with respect  
37 to injuries occurring on and after July 1, 1986, and before July 1, 1988,  
38 the average weekly wages are considered to be (1) not more than two  
39 hundred eighty-five dollars (\$285) and (2) not less than seventy-five  
40 dollars (\$75). However, the weekly compensation payable shall not  
41 exceed the average weekly wages of the employee at the time of the  
42 injury. In computing compensation for temporary total disability,

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1 temporary partial disability, and total permanent disability, with respect  
2 to injuries occurring on and after July 1, 1988, and before July 1, 1989,  
3 the average weekly wages are considered to be (1) not more than three  
4 hundred eighty-four dollars (\$384) and (2) not less than seventy-five  
5 dollars (\$75). However, the weekly compensation payable shall not  
6 exceed the average weekly wages of the employee at the time of the  
7 injury.

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

15 In computing compensation for temporary total disability, temporary  
16 partial disability, and total permanent disability, with respect to injuries  
17 occurring on and after July 1, 1990, and before July 1, 1991, the  
18 average weekly wages are considered to be (1) not more than four  
19 hundred forty-one dollars (\$441) and (2) not less than seventy-five  
20 dollars (\$75). However, the weekly compensation payable shall not  
21 exceed the average weekly wages of the employee at the time of the  
22 injury.

23 In computing compensation for temporary total disability, temporary  
24 partial disability, and total permanent disability, with respect to injuries  
25 occurring on and after July 1, 1991, and before July 1, 1992, the  
26 average weekly wages are considered to be (1) not more than four  
27 hundred ninety-two dollars (\$492) and (2) not less than seventy-five  
28 dollars (\$75). However, the weekly compensation payable shall not  
29 exceed the average weekly wages of the employee at the time of the  
30 injury.

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

38 In computing compensation for temporary total disability, temporary  
39 partial disability, and total permanent disability, with respect to injuries  
40 occurring on and after July 1, 1993, and before July 1, 1994, the  
41 average weekly wages are considered to be (1) not more than five  
42 hundred ninety-one dollars (\$591) 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, 1994, and before July 1, 1997, the  
 7 average weekly wages are considered to be (1) not more than six  
 8 hundred forty-two dollars (\$642) 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 (b) In computing compensation for temporary total disability,  
 13 temporary partial disability, and total permanent disability, the average  
 14 weekly wages are considered to be:

15 (1) with respect to injuries occurring on and after July 1, 1997,  
 16 and before July 1, 1998:

17 (A) not more than six hundred seventy-two dollars (\$672); and  
 18 (B) not less than seventy-five dollars (\$75);

19 (2) with respect to injuries occurring on and after July 1, 1998,  
 20 and before July 1, 1999:

21 (A) not more than seven hundred two dollars (\$702); and  
 22 (B) not less than seventy-five dollars (\$75);

23 (3) with respect to injuries occurring on and after July 1, 1999,  
 24 and before July 1, 2000:

25 (A) not more than seven hundred thirty-two dollars (\$732);  
 26 and  
 27 (B) not less than seventy-five dollars (\$75); and

28 (4) with respect to injuries occurring on and after July 1, 2000,  
 29 **and before July 1, 2001:**

30 (A) not more than seven hundred sixty-two dollars (\$762); and  
 31 (B) not less than seventy-five dollars (\$75);

32 **(5) with respect to injuries occurring on and after July 1,**  
 33 **2001, and before July 1, 2002:**

34 (A) **not more than seven hundred ninety-two dollars**  
 35 **(\$792); and**  
 36 (B) **not less than seventy-five dollars (\$75);**

37 **(6) with respect to injuries occurring on and after July 1,**  
 38 **2002, and before July 1, 2003:**

39 (A) **not more than eight hundred twenty-two dollars**  
 40 **(\$822); and**

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

42 **(7) with respect to injuries occurring on and after July 1,**

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1           **2003, and before July 1, 2004:**

2           (A) not more than eight hundred fifty-two dollars (\$852);

3           and

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

5           **(8) with respect to injuries occurring on and after July 1,**  
6           **2004:**

7           (A) not more than eight hundred eighty-two dollars (\$882);

8           and

9           (B) not less than seventy-five dollars (\$75).

10          However, the weekly compensation payable shall not exceed the  
11          average weekly wages of the employee at the time of the injury.

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

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



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1 maximum compensation exclusive of medical benefits which shall be  
2 paid for any injury under any provision of this law or any combination  
3 of provisions shall not exceed thirty thousand dollars (\$30,000) in any  
4 case. With respect to any injury occurring on and after July 1, 1974,  
5 and before July 1, 1976, the maximum compensation exclusive of  
6 medical benefits which shall be paid for an injury under any provision  
7 of this law or any combination of provisions shall not exceed forty-five  
8 thousand dollars (\$45,000) in any case. With respect to an injury  
9 occurring on and after July 1, 1976, and before July 1, 1977, the  
10 maximum compensation, exclusive of medical benefits, which shall be  
11 paid for any injury under any provision of this law or any combination  
12 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in  
13 any case. With respect to any injury occurring on and after July 1,  
14 1977, and before July 1, 1979, the maximum compensation, exclusive  
15 of medical benefits, which may be paid for an injury under any  
16 provision of this law or any combination of provisions may not exceed  
17 sixty thousand dollars (\$60,000) in any case. With respect to any injury  
18 occurring on and after July 1, 1979, and before July 1, 1980, the  
19 maximum compensation, exclusive of medical benefits, which may be  
20 paid for an injury under any provisions of this law or any combination  
21 of provisions may not exceed sixty-five thousand dollars (\$65,000) in  
22 any case. With respect to any injury occurring on and after July 1,  
23 1980, and before July 1, 1983, the maximum compensation, exclusive  
24 of medical benefits, which may be paid for an injury under any  
25 provisions of this law or any combination of provisions may not exceed  
26 seventy thousand dollars (\$70,000) in any case. With respect to any  
27 injury occurring on and after July 1, 1983, and before July 1, 1984, the  
28 maximum compensation, exclusive of medical benefits, which may be  
29 paid for an injury under any provisions of this law or any combination  
30 of provisions may not exceed seventy-eight thousand dollars (\$78,000)  
31 in any case. With respect to any injury occurring on and after July 1,  
32 1984, and before July 1, 1985, the maximum compensation, exclusive  
33 of medical benefits, which may be paid for an injury under any  
34 provisions of this law or any combination of provisions may not exceed  
35 eighty-three thousand dollars (\$83,000) in any case. With respect to  
36 any injury occurring on and after July 1, 1985, and before July 1, 1986,  
37 the maximum compensation, exclusive of medical benefits, which may  
38 be paid for an injury under any provisions of this law or any  
39 combination of provisions may not exceed eighty-nine thousand dollars  
40 (\$89,000) in any case. With respect to any injury occurring on and after  
41 July 1, 1986, and before July 1, 1988, the maximum compensation,  
42 exclusive of medical benefits, which may be paid for an injury under

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1 any provisions of this law or any combination of provisions may not  
2 exceed ninety-five thousand dollars (\$95,000) in any case. With respect  
3 to any injury occurring on and after July 1, 1988, and before July 1,  
4 1989, the maximum compensation, exclusive of medical benefits,  
5 which may be paid for an injury under any provisions of this law or any  
6 combination of provisions may not exceed one hundred twenty-eight  
7 thousand dollars (\$128,000) in any case.

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

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

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

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

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

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

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

42 (1) With respect to an injury occurring on and after July 1, 1997,

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

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

28 SECTION 12. IC 22-3-4-12 IS AMENDED TO READ AS  
 29 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12. Except as provided  
 30 in section 12.1 of this chapter, the fees of attorneys and physicians and  
 31 charges of nurses and hospitals for services under IC 22-3-2 through  
 32 IC 22-3-6 shall be subject to the approval of the **industrial worker's**  
 33 **compensation** board. When any claimant for compensation is  
 34 represented by an attorney in the prosecution of his claim, the **industrial**  
 35 **worker's compensation** board shall fix and state in the award, if  
 36 compensation be awarded, the amount of the claimant's attorney's fees.  
 37 The fee so fixed shall be binding upon both the claimant and his  
 38 attorney, and the employer shall pay to the attorney out of the award the  
 39 fee so fixed, and the receipt of the attorney therefor shall fully acquit  
 40 the employer for an equal portion of the award; provided, that  
 41 whenever the **industrial worker's compensation** board shall determine  
 42 upon hearing of a claim that the employer has acted in bad faith in

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1 adjusting and settling said award, or whenever the ~~industrial worker's~~  
 2 **compensation** board shall determine upon hearing of a claim that the  
 3 employer has not pursued the settlement of said claim with diligence,  
 4 then the board shall, if compensation be awarded, fix the amount of the  
 5 claimant's attorney's fees and such attorney fees shall be paid to the  
 6 attorney and shall not be charged against the award to the claimant.  
 7 **Whenever the worker's compensation board determines that the**  
 8 **claimant's application for benefits was, at the time it was filed,**  
 9 **fraudulent or in bad faith, the board shall fix the amount of the**  
 10 **employer's attorney's fees to be paid by the claimant.**

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

19 (b) If lack of diligence, bad faith, or an independent tort is proven  
 20 under subsection (a), the award to the claimant shall be at least five  
 21 hundred dollars (\$500), but not more than twenty thousand dollars  
 22 (\$20,000), depending upon the degree of culpability and the actual  
 23 damages sustained.

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

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

33 (e) If the worker's compensation board makes an award under this  
 34 section, it shall reduce the award to writing and forward a copy to the  
 35 department of insurance for review under IC 27-4-1-4.5.

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

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

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

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

21 (1) An executive officer elected or appointed and empowered in  
 22 accordance with the charter and bylaws of a corporation, other  
 23 than a municipal corporation or governmental subdivision or a  
 24 charitable, religious, educational, or other nonprofit corporation,  
 25 is an employee of the corporation under IC 22-3-2 through  
 26 IC 22-3-6.

27 (2) An executive officer of a municipal corporation or other  
 28 governmental subdivision or of a charitable, religious,  
 29 educational, or other nonprofit corporation may, notwithstanding  
 30 any other provision of IC 22-3-2 through IC 22-3-6, be brought  
 31 within the coverage of its insurance contract by the corporation by  
 32 specifically including the executive officer in the contract of  
 33 insurance. The election to bring the executive officer within the  
 34 coverage shall continue for the period the contract of insurance is  
 35 in effect, and during this period, the executive officers thus  
 36 brought within the coverage of the insurance contract are  
 37 employees of the corporation under IC 22-3-2 through IC 22-3-6.

38 (3) Any reference to an employee who has been injured, when the  
 39 employee is dead, also includes the employee's legal  
 40 representatives, dependents, and other persons to whom  
 41 compensation may be payable.

42 (4) An owner of a sole proprietorship may elect to include the

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1 owner as an employee under IC 22-3-2 through IC 22-3-6 if the  
 2 owner is actually engaged in the proprietorship business. If the  
 3 owner makes this election, the owner must serve upon the owner's  
 4 insurance carrier and upon the board written notice of the  
 5 election. No owner of a sole proprietorship may be considered an  
 6 employee under IC 22-3-2 through IC 22-3-6 until the notice has  
 7 been received. If the owner of a sole proprietorship is an  
 8 independent contractor in the construction trades and does not  
 9 make the election provided under this subdivision, the owner  
 10 must obtain an affidavit of exemption under IC 22-3-2-14.5.

11 (5) A partner in a partnership may elect to include the partner as  
 12 an employee under IC 22-3-2 through IC 22-3-6 if the partner is  
 13 actually engaged in the partnership business. If a partner makes  
 14 this election, the partner must serve upon the partner's insurance  
 15 carrier and upon the board written notice of the election. No  
 16 partner may be considered an employee under IC 22-3-2 through  
 17 IC 22-3-6 until the notice has been received. If a partner in a  
 18 partnership is an independent contractor in the construction trades  
 19 and does not make the election provided under this subdivision,  
 20 the partner must obtain an affidavit of exemption under  
 21 IC 22-3-2-14.5.

22 (6) Real estate professionals are not employees under IC 22-3-2  
 23 through IC 22-3-6 if:

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

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

34 (8) An owner-operator that provides a motor vehicle and the  
 35 services of a driver under a written contract that is subject to  
 36 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor  
 37 carrier is not an employee of the motor carrier for purposes of  
 38 IC 22-3-2 through IC 22-3-6. The owner-operator may elect to be  
 39 covered and have the owner-operator's drivers covered under a  
 40 worker's compensation insurance policy or authorized  
 41 self-insurance that insures the motor carrier if the owner-operator  
 42 pays the premiums as requested by the motor carrier. An election



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1 by an owner-operator under this subdivision does not terminate  
 2 the independent contractor status of the owner-operator for any  
 3 purpose other than the purpose of this subdivision.  
 4 (9) A member or manager in a limited liability company may elect  
 5 to include the member or manager as an employee under  
 6 IC 22-3-2 through IC 22-3-6 if the member or manager is actually  
 7 engaged in the limited liability company business. If a member or  
 8 manager makes this election, the member or manager must serve  
 9 upon the member's or manager's insurance carrier and upon the  
 10 board written notice of the election. A member or manager may  
 11 not be considered an employee under IC 22-3-2 through IC 22-3-6  
 12 until the notice has been received.  
 13 (10) An unpaid participant under the federal School to Work  
 14 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the  
 15 extent set forth in IC 22-3-2-2.5.  
 16 (c) "Minor" means an individual who has not reached seventeen  
 17 (17) years of age.  
 18 (1) Unless otherwise provided in this subsection, a minor  
 19 employee shall be considered as being of full age for all purposes  
 20 of IC 22-3-2 through IC 22-3-6.  
 21 (2) If the employee is a minor who, at the time of the accident, is  
 22 employed, required, suffered, or permitted to work in violation of  
 23 IC 20-8.1-4-25, the amount of compensation and death benefits,  
 24 as provided in IC 22-3-2 through IC 22-3-6, shall be double the  
 25 amount which would otherwise be recoverable. The insurance  
 26 carrier shall be liable on its policy for one-half (1/2) of the  
 27 compensation or benefits that may be payable on account of the  
 28 injury or death of the minor, and the employer shall be liable for  
 29 the other one-half (1/2) of the compensation or benefits. If the  
 30 employee is a minor who is not less than sixteen (16) years of age  
 31 and who has not reached seventeen (17) years of age and who at  
 32 the time of the accident is employed, suffered, or permitted to  
 33 work at any occupation which is not prohibited by law, this  
 34 subdivision does not apply.  
 35 (3) A minor employee who, at the time of the accident, is a  
 36 student performing services for an employer as part of an  
 37 approved program under IC 20-10.1-6-7 shall be considered a  
 38 full-time employee for the purpose of computing compensation  
 39 for permanent impairment under IC 22-3-3-10. The average  
 40 weekly wages for such a student shall be calculated as provided  
 41 in subsection (d)(4).  
 42 (4) The rights and remedies granted in this subsection to a minor

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

7 (d) "Average weekly wages" means the earnings of the injured  
 8 employee in the employment in which the employee was working at the  
 9 time of the injury during the period of fifty-two (52) weeks immediately  
 10 preceding the date of injury, divided by fifty-two (52), except as  
 11 follows:

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

17 (2) Where the employment prior to the injury extended over a  
 18 period of less than fifty-two (52) weeks, the method of dividing  
 19 the earnings during that period by the number of weeks and parts  
 20 thereof during which the employee earned wages shall be  
 21 followed, if results just and fair to both parties will be obtained.  
 22 Where by reason of the shortness of the time during which the  
 23 employee has been in the employment of the employee's employer  
 24 or of the casual nature or terms of the employment it is  
 25 impracticable to compute the average weekly wages, as defined  
 26 in this subsection, regard shall be had to the average weekly  
 27 amount which during the fifty-two (52) weeks previous to the  
 28 injury was being earned by a person in the same grade employed  
 29 at the same work by the same employer or, if there is no person so  
 30 employed, by a person in the same grade employed in the same  
 31 class of employment in the same district.

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

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

39 ~~(4)~~ (5) In computing the average weekly wages to be used in  
 40 calculating an award for permanent impairment under  
 41 IC 22-3-3-10 for a student employee in an approved training  
 42 program under IC 20-10.1-6-7, the following formula shall be

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1 used. Calculate the product of:

- 2 (A) the student employee's hourly wage rate; multiplied by  
3 (B) forty (40) hours.

4 The result obtained is the amount of the average weekly wages for  
5 the student employee.

6 (e) "Injury" and "personal injury" mean only injury by accident  
7 arising out of and in the course of the employment and do not include  
8 a disease in any form except as it results from the injury. **Mental or  
9 emotional injury resulting from work-related stress does not arise  
10 out of or in the course of the employment, unless it is demonstrated  
11 that the stress was predominately work-related and was  
12 extraordinary and unusual. The amount of work stress must be  
13 measured by objective standards and actual events. A mental or  
14 emotional injury is not considered to arise out of or in the course  
15 of the employment if it resulted from any disciplinary action, work  
16 evaluation, job transfer, layoff, demotion, termination or other  
17 similar action taken by the employer.**

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

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

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

- 28 (1) The geographic service area served by zip codes with the first  
29 three (3) digits 463 and 464.  
30 (2) The geographic service area served by zip codes with the first  
31 three (3) digits 465 and 466.  
32 (3) The geographic service area served by zip codes with the first  
33 three (3) digits 467 and 468.  
34 (4) The geographic service area served by zip codes with the first  
35 three (3) digits 469 and 479.  
36 (5) The geographic service area served by zip codes with the first  
37 three (3) digits 460, 461 (except 46107), and 473.  
38 (6) The geographic service area served by the 46107 zip code and  
39 zip codes with the first three (3) digits 462.  
40 (7) The geographic service area served by zip codes with the first  
41 three (3) digits 470, 471, 472, 474, and 478.  
42 (8) The geographic service area served by zip codes with the first



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1 three (3) digits 475, 476, and 477.

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

5 (j) "Pecuniary liability" means the responsibility of an employer or  
6 the employer's insurance carrier for the payment of the charges for each  
7 specific service or product for human medical treatment provided  
8 under IC 22-3-2 through IC 22-3-6 in a defined community, equal to or  
9 less than the charges made by medical service providers at the eightieth  
10 percentile in the same community for like services or products.

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

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

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

40 (1) Any reference to an employee who has suffered disablement,  
41 when the employee is dead, also includes his legal representative,  
42 dependents, and other persons to whom compensation may be

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- 1 payable.
- 2 (2) An owner of a sole proprietorship may elect to include himself  
3 as an employee under this chapter if he is actually engaged in the  
4 proprietorship business. If the owner makes this election, he must  
5 serve upon his insurance carrier and upon the board written notice  
6 of the election. No owner of a sole proprietorship may be  
7 considered an employee under this chapter unless the notice has  
8 been received. If the owner of a sole proprietorship is an  
9 independent contractor in the construction trades and does not  
10 make the election provided under this subdivision, the owner  
11 must obtain an affidavit of exemption under IC 22-3-7-34.5.
- 12 (3) A partner in a partnership may elect to include himself as an  
13 employee under this chapter if he is actually engaged in the  
14 partnership business. If a partner makes this election, he must  
15 serve upon his insurance carrier and upon the board written notice  
16 of the election. No partner may be considered an employee under  
17 this chapter until the notice has been received. If a partner in a  
18 partnership is an independent contractor in the construction trades  
19 and does not make the election provided under this subdivision,  
20 the partner must obtain an affidavit of exemption under  
21 IC 22-3-7-34.5.
- 22 (4) Real estate professionals are not employees under this chapter  
23 if:
- 24 (A) they are licensed real estate agents;
  - 25 (B) substantially all their remuneration is directly related to  
26 sales volume and not the number of hours worked; and
  - 27 (C) they have written agreements with real estate brokers  
28 stating that they are not to be treated as employees for tax  
29 purposes.
- 30 (5) A person is an independent contractor in the construction  
31 trades and not an employee under this chapter if the person is an  
32 independent contractor under the guidelines of the United States  
33 Internal Revenue Service.
- 34 (6) An owner-operator that provides a motor vehicle and the  
35 services of a driver under a written contract that is subject to  
36 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor  
37 carrier is not an employee of the motor carrier for purposes of this  
38 chapter. The owner-operator may elect to be covered and have the  
39 owner-operator's drivers covered under a worker's compensation  
40 insurance policy or authorized self-insurance that insures the  
41 motor carrier if the owner-operator pays the premiums as  
42 requested by the motor carrier. An election by an owner-operator

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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  
39 becoming disabled from earning full wages at the work in which the  
40 employee was engaged when last exposed to the hazards of the  
41 occupational disease by the employer from whom he claims  
42 compensation or equal wages in other suitable employment, and

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1 "disability" means the state of being so incapacitated.

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

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

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

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

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

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

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

40 (1) where death occurs during the pendency of a claim filed by an  
41 employee within two (2) years after the date of disablement and  
42 which claim has not resulted in a decision or has resulted in a

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1 decision which is in process of review or appeal; or

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

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

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

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

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

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

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

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

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

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

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

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

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

36 (l) As used in this chapter, "pecuniary liability" means the  
37 responsibility of an employer or the employer's insurance carrier for the  
38 payment of the charges for each specific service or product for human  
39 medical treatment provided under this chapter in a defined community,  
40 equal to or less than the charges made by medical service providers at  
41 the eightieth percentile in the same community for like services or  
42 products.



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

- 30 (1) the extraordinary circumstances that have precluded a
- 31 determination of liability within the initial sixty (60) days;
- 32 (2) the status of the investigation on the date the petition is filed;
- 33 (3) the facts or circumstances that are necessary to make a
- 34 determination; and
- 35 (4) a timetable for the completion of the remaining investigation.

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

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

- 42 (1) the employee has returned to work;

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

9 In all other cases the employer must notify the employee in writing of  
 10 the employer's intent to terminate the payment of temporary total  
 11 disability benefits, and of the availability of employment, if any, on a  
 12 form approved by the board. If the employee disagrees with the  
 13 proposed termination, the employee must give written notice of  
 14 disagreement to the board and the employer within seven (7) days after  
 15 receipt of the notice of intent to terminate benefits. If the board and  
 16 employer do not receive a notice of disagreement under this section, the  
 17 employee's temporary total disability benefits shall be terminated. Upon  
 18 receipt of the notice of disagreement, the board shall immediately  
 19 contact the parties, which may be by telephone or other means and  
 20 attempt to resolve the disagreement. If the board is unable to resolve  
 21 the disagreement within ten (10) days of receipt of the notice of  
 22 disagreement, the board shall immediately arrange for an evaluation of  
 23 the employee by an independent medical examiner. The independent  
 24 medical examiner shall be selected by mutual agreement of the parties  
 25 or, if the parties are unable to agree, appointed by the board under  
 26 IC 22-3-4-11. If the independent medical examiner determines that the  
 27 employee is no longer temporarily disabled or is still temporarily  
 28 disabled but can return to employment that the employer has made  
 29 available to the employee, or if the employee fails or refuses to appear  
 30 for examination by the independent medical examiner, temporary total  
 31 disability benefits may be terminated. If either party disagrees with the  
 32 opinion of the independent medical examiner, the party shall apply to  
 33 the board for a hearing under section 27 of this chapter.

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

40 (d) If it is determined that as a result of this section temporary total  
 41 disability benefits were overpaid, the overpayment shall be deducted  
 42 from any benefits due the employee under this section and, if there are

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1 no benefits due the employee or the benefits due the employee do not  
 2 equal the amount of the overpayment, the employee shall be  
 3 responsible for paying any overpayment which cannot be deducted  
 4 from benefits due the employee.

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

13 For disablements occurring on and after July 1, 1971, and prior to  
 14 July 1, 1974, from occupational disease resulting in temporary total  
 15 disability for any work there shall be paid to the disabled employee  
 16 during such temporary total disability a weekly compensation equal to  
 17 sixty percent (60%) of the employee's average weekly wages, as  
 18 defined in section 19 of this chapter, for a period not to exceed five  
 19 hundred (500) weeks. Compensation shall be allowed for the first seven  
 20 (7) calendar days only if the disability continues for longer than  
 21 twenty-eight (28) days.

22 For disablements occurring on and after July 1, 1974, and before  
 23 July 1, 1976, from occupational disease resulting in temporary total  
 24 disability for any work there shall be paid to the disabled employee  
 25 during such temporary total disability a weekly compensation equal to  
 26 sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the employee's average  
 27 weekly wages, up to one hundred thirty-five dollars (\$135) average  
 28 weekly wages, as defined in section 19 of this chapter, for a period not  
 29 to exceed five hundred (500) weeks. Compensation shall be allowed for  
 30 the first seven (7) calendar days only if the disability continues for  
 31 longer than twenty-one (21) days.

32 For disablements occurring on and after July 1, 1976, from  
 33 occupational disease resulting in temporary total disability for any work  
 34 there shall be paid to the disabled employee during the temporary total  
 35 disability weekly compensation equal to sixty-six and two-thirds  
 36 percent ( $66 \frac{2}{3}\%$ ) of the employee's average weekly wages, as defined  
 37 in section 19 of this chapter, for a period not to exceed five hundred  
 38 (500) weeks. Compensation shall be allowed for the first seven (7)  
 39 calendar days only if the disability continues for longer than twenty-one  
 40 (21) days.

41 (f) For disablements occurring on and after April 1, 1951, and prior  
 42 to July 1, 1971, from occupational disease resulting in temporary

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1 partial disability for work there shall be paid to the disabled employee  
 2 during such disability a weekly compensation equal to sixty percent  
 3 (60%) of the difference between the employee's average weekly wages  
 4 and the weekly wages at which the employee is actually employed after  
 5 the disablement, for a period not to exceed three hundred (300) weeks.  
 6 Compensation shall be allowed for the first seven (7) calendar days  
 7 only if the disability continues for longer than twenty-eight (28) days.  
 8 In case of partial disability after the period of temporary total disability,  
 9 the later period shall be included as part of the maximum period  
 10 allowed for partial disability.

11 For disablements occurring on and after July 1, 1971, and prior to  
 12 July 1, 1974, from occupational disease resulting in temporary partial  
 13 disability for work there shall be paid to the disabled employee during  
 14 such disability a weekly compensation equal to sixty percent (60%) of  
 15 the difference between the employee's average weekly wages, as  
 16 defined in section 19 of this chapter, and the weekly wages at which the  
 17 employee is actually employed after the disablement, for a period not  
 18 to exceed three hundred (300) weeks. Compensation shall be allowed  
 19 for the first seven (7) calendar days only if the disability continues for  
 20 longer than twenty-eight (28) days. In case of partial disability after the  
 21 period of temporary total disability, the latter period shall be included  
 22 as a part of the maximum period allowed for partial disability.

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

35 (g) For disabilities occurring on and after April 1, 1951, and prior  
 36 to April 1, 1955, from occupational disease in the following schedule,  
 37 the employee shall receive in lieu of all other compensation, on account  
 38 of such disabilities, a weekly compensation of sixty percent (60%) of  
 39 the employee's average weekly wage; for disabilities occurring on and  
 40 after April 1, 1955, and prior to July 1, 1971, from occupational disease  
 41 in the following schedule, the employee shall receive in addition to  
 42 disability benefits not exceeding twenty-six (26) weeks on account of



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1 said occupational disease a weekly compensation of sixty percent  
2 (60%) of the employee's average weekly wages.

3 For disabilities occurring on and after July 1, 1971, and before July  
4 1, 1977, from occupational disease in the following schedule, the  
5 employee shall receive in addition to disability benefits not exceeding  
6 twenty-six (26) weeks on account of said occupational disease a weekly  
7 compensation of sixty percent (60%) of his average weekly wages not  
8 to exceed one hundred dollars (\$100) average weekly wages, for the  
9 period stated for such disabilities respectively.

10 For disabilities occurring on and after July 1, 1977, and before July  
11 1, 1979, from occupational disease in the following schedule, the  
12 employee shall receive in addition to disability benefits not exceeding  
13 twenty-six (26) weeks on account of the occupational disease a weekly  
14 compensation of sixty percent (60%) of the employee's average weekly  
15 wages, not to exceed one hundred twenty-five dollars (\$125) average  
16 weekly wages, for the period stated for the disabilities.

17 For disabilities occurring on and after July 1, 1979, and before July  
18 1, 1988, from occupational disease in the following schedule, the  
19 employee shall receive in addition to disability benefits, not exceeding  
20 fifty-two (52) weeks on account of the occupational disease, a weekly  
21 compensation of sixty percent (60%) of the employee's average weekly  
22 wages, not to exceed one hundred twenty-five dollars (\$125) average  
23 weekly wages, for the period stated for the disabilities.

24 For disabilities occurring on and after July 1, 1988, and before July  
25 1, 1989, from occupational disease in the following schedule, the  
26 employee shall receive in addition to disability benefits, not exceeding  
27 seventy-eight (78) weeks on account of the occupational disease, a  
28 weekly compensation of sixty percent (60%) of the employee's average  
29 weekly wages, not to exceed one hundred sixty-six dollars (\$166)  
30 average weekly wages, for the period stated for the disabilities.

31 For disabilities occurring on and after July 1, 1989, and before July  
32 1, 1990, from occupational disease in the following schedule, the  
33 employee shall receive in addition to disability benefits, not exceeding  
34 seventy-eight (78) weeks on account of the occupational disease, a  
35 weekly compensation of sixty percent (60%) of the employee's average  
36 weekly wages, not to exceed one hundred eighty-three dollars (\$183)  
37 average weekly wages, for the period stated for the disabilities.

38 For disabilities occurring on and after July 1, 1990, and before July  
39 1, 1991, from occupational disease in the following schedule, the  
40 employee shall receive in addition to disability benefits, not exceeding  
41 seventy-eight (78) weeks on account of the occupational disease, a  
42 weekly compensation of sixty percent (60%) of the employee's average

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1 weekly wages, not to exceed two hundred dollars (\$200) average  
2 weekly wages, for the period stated for the disabilities.

3 (1) Amputations: For the loss by separation, of the thumb, sixty  
4 (60) weeks; of the index finger, forty (40) weeks; of the second  
5 finger, thirty-five (35) weeks; of the third or ring finger, thirty  
6 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the  
7 hand by separation below the elbow, two hundred (200) weeks; of  
8 the arm above the elbow joint, two hundred fifty (250) weeks; of  
9 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;  
10 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)  
11 weeks; of the fifth or little toe, ten (10) weeks; of the foot below  
12 the knee joint, one hundred fifty (150) weeks; and of the leg  
13 above the knee joint, two hundred (200) weeks. The loss of more  
14 than one (1) phalange of a thumb or toe shall be considered as the  
15 loss of the entire thumb or toe. The loss of more than two (2)  
16 phalanges of a finger shall be considered as the loss of the entire  
17 finger. The loss of not more than one (1) phalange of a thumb or  
18 toe shall be considered as the loss of one-half (1/2) of the thumb  
19 or toe and compensation shall be paid for one-half (1/2) of the  
20 period for the loss of the entire thumb or toe. The loss of not more  
21 than two (2) phalanges of a finger shall be considered as the loss  
22 of one-half (1/2) the finger and compensation shall be paid for  
23 one-half (1/2) of the period for the loss of the entire finger.

24 (2) Loss of Use: The total permanent loss of the use of an arm,  
25 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
26 as the equivalent of the loss by separation of the arm, hand,  
27 thumb, finger, leg, foot, toe, or phalange and the compensation  
28 shall be paid for the same period as for the loss thereof by  
29 separation.

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

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

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

39 (6) For the permanent and complete loss of vision by enucleation  
40 of an eye or its reduction to one-tenth (1/10) of normal vision with  
41 glasses, one hundred fifty (150) weeks, and for any other  
42 permanent reduction of the sight of an eye, compensation shall be

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

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

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

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

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

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



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- 1 permanent impairment; of the third toe, four (4) degrees of  
2 permanent impairment; of the fourth toe, three (3) degrees of  
3 permanent impairment; of the fifth or little toe, two (2) degrees of  
4 permanent impairment; of separation of the foot below the knee  
5 joint, thirty-five (35) degrees of permanent impairment; and of the  
6 leg above the knee joint, forty-five (45) degrees of permanent  
7 impairment.
- 8 (2) Amputations occurring on or after July 1, 1997: For the loss  
9 by separation of any of the body parts described in subdivision (1)  
10 on or after July 1, 1997, the dollar values per degree applying on  
11 the date of the injury as described in subsection (h) shall be  
12 multiplied by two (2). However, the doubling provision of this  
13 subdivision does not apply to a loss of use that is not a loss by  
14 separation.
- 15 (3) The loss of more than one (1) phalange of a thumb or toe shall  
16 be considered as the loss of the entire thumb or toe. The loss of  
17 more than two (2) phalanges of a finger shall be considered as the  
18 loss of the entire finger. The loss of not more than one (1)  
19 phalange of a thumb or toe shall be considered as the loss of  
20 one-half (1/2) of the degrees of permanent impairment for the loss  
21 of the entire thumb or toe. The loss of not more than one (1)  
22 phalange of a finger shall be considered as the loss of one-third  
23 (1/3) of the finger and compensation shall be paid for one-third  
24 (1/3) of the degrees payable for the loss of the entire finger. The  
25 loss of more than one (1) phalange of the finger but not more than  
26 two (2) phalanges of the finger shall be considered as the loss of  
27 one-half (1/2) of the finger and compensation shall be paid for  
28 one-half (1/2) of the degrees payable for the loss of the entire  
29 finger.
- 30 (4) For the loss by separation of both hands or both feet or the  
31 total sight of both eyes or any two (2) such losses in the same  
32 accident, one hundred (100) degrees of permanent impairment.
- 33 (5) For the permanent and complete loss of vision by enucleation  
34 or its reduction to one-tenth (1/10) of normal vision with glasses,  
35 thirty-five (35) degrees of permanent impairment.
- 36 (6) For the permanent and complete loss of hearing in one (1) ear,  
37 fifteen (15) degrees of permanent impairment, and in both ears,  
38 forty (40) degrees of permanent impairment.
- 39 (7) For the loss of one (1) testicle, (10) ten degrees of permanent  
40 impairment; for the loss of both testicles, thirty (30) degrees of  
41 permanent impairment.
- 42 (8) Loss of use: The total permanent loss of the use of an arm, a

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1 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
2 considered as the equivalent of the loss by separation of the arm,  
3 hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
4 shall be paid in the same amount as for the loss by separation.  
5 However, the doubling provision of subdivision (2) does not apply  
6 to a loss of use that is not a loss by separation.

7 (9) Partial loss of use: For the permanent partial loss of the use of  
8 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
9 phalange, compensation shall be paid for the proportionate loss of  
10 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

11 (10) For disablements resulting in total permanent disability, the  
12 amount payable for impairment or five hundred (500) weeks of  
13 compensation, whichever is greater.

14 (11) For any permanent reduction of the sight of an eye less than  
15 a total loss as specified in subdivision (3), the compensation shall  
16 be paid in an amount proportionate to the degree of a permanent  
17 reduction without correction or glasses. However, when a  
18 permanent reduction without correction or glasses would result in  
19 one hundred percent (100%) loss of vision, then compensation  
20 shall be paid for fifty percent (50%) of the total loss of vision  
21 without glasses, plus an additional amount equal to the  
22 proportionate amount of the reduction with glasses, not to exceed  
23 an additional fifty percent (50%).

24 (12) For any permanent reduction of the hearing of one (1) or both  
25 ears, less than the total loss as specified in subdivision (4),  
26 compensation shall be paid in an amount proportionate to the  
27 degree of a permanent reduction.

28 (13) In all other cases of permanent partial impairment,  
29 compensation proportionate to the degree of a permanent partial  
30 impairment, in the discretion of the worker's compensation board,  
31 not exceeding one hundred (100) degrees of permanent  
32 impairment.

33 (14) In all cases of permanent disfigurement which may impair  
34 the future usefulness or opportunities of the employee,  
35 compensation, in the discretion of the worker's compensation  
36 board, not exceeding forty (40) degrees of permanent impairment  
37 except that no compensation shall be payable under this  
38 subdivision where compensation is payable elsewhere in this  
39 section.

40 (h) With respect to disablements occurring on and after July 1,  
41 1991, compensation for permanent partial impairment shall be paid  
42 according to the degree of permanent impairment for the disablement

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- 1 determined under subsection (d) and the following:
- 2 (1) With respect to disablements occurring on and after July 1,
- 3 1991, and before July 1, 1992, for each degree of permanent
- 4 impairment from one (1) to thirty-five (35), five hundred dollars
- 5 (\$500) per degree; for each degree of permanent impairment from
- 6 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
- 7 degree; for each degree of permanent impairment above fifty (50),
- 8 one thousand five hundred dollars (\$1,500) per degree.
- 9 (2) With respect to disablements occurring on and after July 1,
- 10 1992, and before July 1, 1993, for each degree of permanent
- 11 impairment from one (1) to twenty (20), five hundred dollars
- 12 (\$500) per degree; for each degree of permanent impairment from
- 13 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
- 14 per degree; for each degree of permanent impairment from
- 15 thirty-six (36) to fifty (50), one thousand three hundred dollars
- 16 (\$1,300) per degree; for each degree of permanent impairment
- 17 above fifty (50), one thousand seven hundred dollars (\$1,700) per
- 18 degree.
- 19 (3) With respect to disablements occurring on and after July 1,
- 20 1993, and before July 1, 1997, for each degree of permanent
- 21 impairment from one (1) to ten (10), five hundred dollars (\$500)
- 22 per degree; for each degree of permanent impairment from eleven
- 23 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
- 24 each degree of permanent impairment from twenty-one (21) to
- 25 thirty-five (35), one thousand dollars (\$1,000) per degree; for
- 26 each degree of permanent impairment from thirty-six (36) to fifty
- 27 (50), one thousand four hundred dollars (\$1,400) per degree; for
- 28 each degree of permanent impairment above fifty (50), one
- 29 thousand seven hundred dollars (\$1,700) per degree.
- 30 (4) With respect to disablements occurring on and after July 1,
- 31 1997, and before July 1, 1998, for each degree of permanent
- 32 impairment from one (1) to ten (10), seven hundred fifty dollars
- 33 (\$750) per degree; for each degree of permanent impairment from
- 34 eleven (11) thirty-five (35), one thousand dollars (\$1,000) per
- 35 degree; for each degree of permanent impairment from thirty-six
- 36 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
- 37 degree; for each degree of permanent impairment above fifty (50),
- 38 one thousand seven hundred dollars (\$1,700) per degree.
- 39 (5) With respect to disablements occurring on and after July 1,
- 40 1998, and before July 1, 1999, for each degree of permanent
- 41 impairment from one (1) to ten (10), seven hundred fifty dollars
- 42 (\$750) per degree; for each degree of permanent impairment from

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1 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per  
 2 degree; for each degree of permanent impairment from thirty-six  
 3 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
 4 degree; for each degree of permanent impairment above fifty (50),  
 5 one thousand seven hundred dollars (\$1,700) per degree.

6 (6) With respect to disablements occurring on and after July 1,  
 7 1999, for each degree of permanent impairment from one (1) to  
 8 ten (10), nine hundred dollars (\$900) per degree; for each degree  
 9 of permanent impairment from eleven (11) to thirty-five (35), one  
 10 thousand one hundred dollars (\$1,100) per degree; for each  
 11 degree of permanent impairment from thirty-six (36) to fifty (50),  
 12 one thousand six hundred dollars (\$1,600) per degree; for each  
 13 degree of permanent impairment above fifty (50), two thousand  
 14 dollars (\$2,000) per degree.

15 (i) The average weekly wages used in the determination of  
 16 compensation for permanent partial impairment under subsections (g)  
 17 and (h) shall not exceed the following:

18 (1) With respect to disablements occurring on or after July 1,  
 19 1991, and before July 1, 1992, four hundred ninety-two dollars  
 20 (\$492).

21 (2) With respect to disablements occurring on or after July 1,  
 22 1992, and before July 1, 1993, five hundred forty dollars (\$540).

23 (3) With respect to disablements occurring on or after July 1,  
 24 1993, and before July 1, 1994, five hundred ninety-one dollars  
 25 (\$591).

26 (4) With respect to disablements occurring on or after July 1,  
 27 1994, and before July 1, 1997, six hundred forty-two dollars  
 28 (\$642).

29 (5) With respect to disablements occurring on or after July 1,  
 30 1997, and before July 1, 1998, six hundred seventy-two dollars  
 31 (\$672).

32 (6) With respect to disablements occurring on or after July 1,  
 33 1998, and before July 1, 1999, seven hundred two dollars (\$702).

34 (7) With respect to disablements occurring on or after July 1,  
 35 1999, and before July 1, 2000, seven hundred thirty-two dollars  
 36 (\$732).

37 (8) With respect to disablements occurring on or after July 1,  
 38 2000, **and before July 1, 2001**, seven hundred sixty-two dollars  
 39 (\$762).

40 **(9) With respect to disablements occurring on and after July**  
 41 **1, 2001, and before July 1, 2002, seven hundred ninety-two**  
 42 **dollars (\$792).**



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- 1           **(10) With respect to disablements occurring on and after July**  
2           **1, 2002, and before July 1, 2003, eight hundred twenty-two**  
3           **dollars (\$822).**
- 4           **(11) With respect to disablements occurring on and after July**  
5           **1, 2003, and before July 1, 2004, eight hundred fifty-two**  
6           **dollars (\$852).**
- 7           **(12) With respect to disablements occurring on and after July**  
8           **1, 2004, eight hundred eighty-two dollars (\$882).**
- 9           (j) If any employee, only partially disabled, refuses employment  
10          suitable to his capacity procured for him, he shall not be entitled to any  
11          compensation at any time during the continuance of such refusal  
12          unless, in the opinion of the worker's compensation board, such refusal  
13          was justifiable. The employee must be served with a notice setting forth  
14          the consequences of the refusal under this subsection. The notice must  
15          be in a form prescribed by the worker's compensation board.
- 16          (k) If an employee has sustained a permanent impairment or  
17          disability from an accidental injury other than an occupational disease  
18          in another employment than that in which he suffered a subsequent  
19          disability from an occupational disease, such as herein specified, the  
20          employee shall be entitled to compensation for the subsequent  
21          disability in the same amount as if the previous impairment or  
22          disability had not occurred. However, if the permanent impairment or  
23          disability resulting from an occupational disease for which  
24          compensation is claimed results only in the aggravation or increase of  
25          a previously sustained permanent impairment from an occupational  
26          disease or physical condition regardless of the source or cause of such  
27          previously sustained impairment from an occupational disease or  
28          physical condition, the board shall determine the extent of the  
29          previously sustained permanent impairment from an occupational  
30          disease or physical condition as well as the extent of the aggravation or  
31          increase resulting from the subsequent permanent impairment or  
32          disability, and shall award compensation only for that part of said  
33          occupational disease or physical condition resulting from the  
34          subsequent permanent impairment. An amputation of any part of the  
35          body or loss of any or all of the vision of one (1) or both eyes caused by  
36          an occupational disease shall be considered as a permanent impairment  
37          or physical condition.
- 38          (l) If an employee suffers a disablement from occupational disease  
39          for which compensation is payable while the employee is still receiving  
40          or entitled to compensation for a previous injury by accident or  
41          disability by occupational disease in the same employment, he shall not  
42          at the same time be entitled to compensation for both, unless it be for

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1 a permanent injury, such as specified in subsection (g)(1), (g)(2),  
2 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to  
3 compensation for that disability and from the time of that disability  
4 which will cover the longest period and the largest amount payable  
5 under this chapter.

6 (m) If an employee receives a permanent disability from  
7 occupational disease such as specified in subsection (g)(1), (g)(2),  
8 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent  
9 disability in the same employment the employee shall be entitled to  
10 compensation for both such disabilities, but the total compensation  
11 shall be paid by extending the period and not by increasing the amount  
12 of weekly compensation and, when such previous and subsequent  
13 permanent disabilities, in combination result in total permanent  
14 disability or permanent total impairment, compensation shall be  
15 payable for such permanent total disability or impairment, but  
16 payments made for the previous disability or impairment shall be  
17 deducted from the total payment of compensation due.

18 (n) When an employee has been awarded or is entitled to an award  
19 of compensation for a definite period under this chapter for disability  
20 from occupational disease, which disablement occurs on and after April  
21 1, 1951, and prior to April 1, 1963, and such employee dies from any  
22 other cause than such occupational disease, payment of the unpaid  
23 balance of such compensation, not exceeding three hundred (300)  
24 weeks, shall be made to the employee's dependents of the second and  
25 third class as defined in sections 11 through 14 of this chapter, and  
26 compensation, not exceeding five hundred (500) weeks, shall be made  
27 to the employee's dependents of the first class as defined in sections 11  
28 through 14 of this chapter. When an employee has been awarded or is  
29 entitled to an award of compensation for a definite period from an  
30 occupational disease wherein disablement occurs on and after April 1,  
31 1963, and such employee dies from other causes than such  
32 occupational disease, payment of the unpaid balance of such  
33 compensation not exceeding three hundred fifty (350) weeks shall be  
34 paid to the employee's dependents of the second and third class as  
35 defined in sections 11 through 14 of this chapter and compensation, not  
36 exceeding five hundred (500) weeks shall be made to the employee's  
37 dependents of the first class as defined in sections 11 through 14 of this  
38 chapter.

39 (o) Any payment made by the employer to the employee during the  
40 period of the employee's disability, or to the employee's dependents,  
41 which, by the terms of this chapter, was not due and payable when  
42 made, may, subject to the approval of the worker's compensation board,

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1 be deducted from the amount to be paid as compensation, but such  
 2 deduction shall be made from the distal end of the period during which  
 3 compensation must be paid, except in cases of temporary disability.

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

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

12 Whenever the aggregate payments of compensation, due to any  
 13 person under eighteen (18) years of age, exceed one hundred dollars  
 14 (\$100), the payment thereof shall be made to a trustee, appointed by the  
 15 circuit or superior court, or to a duly qualified guardian, or, upon the  
 16 order of the worker's compensation board, to a parent or to such minor  
 17 person. The payment of compensation, due to any person eighteen (18)  
 18 years of age or over, may be made directly to such person.

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

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

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

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

- 36 (A) not more than one hundred thirty-five dollars (\$135); and
- 37 (B) not less than seventy-five dollars (\$75);

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

- 40 (A) not more than one hundred fifty-six dollars (\$156); and
- 41 (B) not less than seventy-five dollars (\$75);

42 (3) on and after July 1, 1977, and before July 1, 1979, the average

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- 1 weekly wages are considered to be:
- 2 (A) not more than one hundred eighty dollars (\$180); and
- 3 (B) not less than seventy-five dollars (\$75);
- 4 (4) on and after July 1, 1979, and before July 1, 1980, the average
- 5 weekly wages are considered to be:
- 6 (A) not more than one hundred ninety-five dollars (\$195); and
- 7 (B) not less than seventy-five dollars (\$75);
- 8 (5) on and after July 1, 1980, and before July 1, 1983, the average
- 9 weekly wages are considered to be:
- 10 (A) not more than two hundred ten dollars (\$210); and
- 11 (B) not less than seventy-five dollars (\$75);
- 12 (6) on and after July 1, 1983, and before July 1, 1984, the average
- 13 weekly wages are considered to be:
- 14 (A) not more than two hundred thirty-four dollars (\$234); and
- 15 (B) not less than seventy-five dollars (\$75); and
- 16 (7) on and after July 1, 1984, and before July 1, 1985, the average
- 17 weekly wages are considered to be:
- 18 (A) not more than two hundred forty-nine dollars (\$249); and
- 19 (B) not less than seventy-five dollars (\$75).
- 20 (b) In computing compensation for temporary total disability,
- 21 temporary partial disability, and total permanent disability, with respect
- 22 to occupational diseases occurring on and after July 1, 1985, and before
- 23 July 1, 1986, the average weekly wages are considered to be:
- 24 (1) not more than two hundred sixty-seven dollars (\$267); and
- 25 (2) not less than seventy-five dollars (\$75).
- 26 (c) In computing compensation for temporary total disability,
- 27 temporary partial disability, and total permanent disability, with respect
- 28 to occupational diseases occurring on and after July 1, 1986, and before
- 29 July 1, 1988, the average weekly wages are considered to be:
- 30 (1) not more than two hundred eighty-five dollars (\$285); and
- 31 (2) not less than seventy-five dollars (\$75).
- 32 (d) In computing compensation for temporary total disability,
- 33 temporary partial disability, and total permanent disability, with respect
- 34 to occupational diseases occurring on and after July 1, 1988, and before
- 35 July 1, 1989, the average weekly wages are considered to be:
- 36 (1) not more than three hundred eighty-four dollars (\$384); and
- 37 (2) not less than seventy-five dollars (\$75).
- 38 (e) In computing compensation for temporary total disability,
- 39 temporary partial disability, and total permanent disability, with respect
- 40 to occupational diseases occurring on and after July 1, 1989, and before
- 41 July 1, 1990, the average weekly wages are considered to be:
- 42 (1) not more than four hundred eleven dollars (\$411); and



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- 1 (2) not less than seventy-five dollars (\$75).
- 2 (f) In computing compensation for temporary total disability,  
3 temporary partial disability, and total permanent disability, with respect  
4 to occupational diseases occurring on and after July 1, 1990, and before  
5 July 1, 1991, the average weekly wages are considered to be:  
6 (1) not more than four hundred forty-one dollars (\$441); and  
7 (2) not less than seventy-five dollars (\$75).
- 8 (g) In computing compensation for temporary total disability,  
9 temporary partial disability, and total permanent disability, with respect  
10 to occupational diseases occurring on and after July 1, 1991, and before  
11 July 1, 1992, the average weekly wages are considered to be:  
12 (1) not more than four hundred ninety-two dollars (\$492); and  
13 (2) not less than seventy-five dollars (\$75).
- 14 (h) In computing compensation for temporary total disability,  
15 temporary partial disability, and total permanent disability, with respect  
16 to occupational diseases occurring on and after July 1, 1992, and before  
17 July 1, 1993, the average weekly wages are considered to be:  
18 (1) not more than five hundred forty dollars (\$540); and  
19 (2) not less than seventy-five dollars (\$75).
- 20 (i) In computing compensation for temporary total disability,  
21 temporary partial disability, and total permanent disability, with respect  
22 to occupational diseases occurring on and after July 1, 1993, and before  
23 July 1, 1994, the average weekly wages are considered to be:  
24 (1) not more than five hundred ninety-one dollars (\$591); and  
25 (2) not less than seventy-five dollars (\$75).
- 26 (j) In computing compensation for temporary total disability,  
27 temporary partial disability and total permanent disability, with respect  
28 to occupational diseases occurring on and after July 1, 1994, and before  
29 July 1, 1997, the average weekly wages are considered to be:  
30 (1) not more than six hundred forty-two dollars (\$642); and  
31 (2) not less than seventy-five dollars (\$75).
- 32 (k) In computing compensation for temporary total disability,  
33 temporary partial disability, and total permanent disability, the average  
34 weekly wages are considered to be:  
35 (1) with respect to occupational diseases occurring on and after  
36 July 1, 1997, and before July 1, 1998:  
37 (A) not more than six hundred seventy-two dollars (\$672); and  
38 (B) not less than seventy-five dollars (\$75);  
39 (2) with respect to occupational diseases occurring on and after  
40 July 1, 1998, and before July 1, 1999:  
41 (A) not more than seven hundred two dollars (\$702); and  
42 (B) not less than seventy-five dollars (\$75);



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- 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;  
 39 (4) on and after July 1, 1979, and before July 1, 1980, may not  
 40 exceed sixty-five thousand dollars (\$65,000) in any case;  
 41 (5) on and after July 1, 1980, and before July 1, 1983, may not  
 42 exceed seventy thousand dollars (\$70,000) in any case;



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1 (6) on and after July 1, 1983, and before July 1, 1984, may not  
2 exceed seventy-eight thousand dollars (\$78,000) in any case; and  
3 (7) on and after July 1, 1984, and before July 1, 1985, may not  
4 exceed eighty-three thousand dollars (\$83,000) in any case.

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

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

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

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

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

41 (r) The maximum compensation with respect to disability or death  
42 occurring on and after July 1, 1993, and before July 1, 1994, that shall



1 be paid for occupational disease and the results thereof under this  
2 chapter or under any combination of the provisions of this chapter may  
3 not exceed one hundred ninety-seven thousand dollars (\$197,000) in  
4 any case.

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

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

15 (1) With respect to disability or death occurring on and after July  
16 1, 1997, and before July 1, 1998, two hundred twenty-four  
17 thousand dollars (\$224,000).

18 (2) With respect to disability or death occurring on and after July  
19 1, 1998, and before July 1, 1999, two hundred thirty-four  
20 thousand dollars (\$234,000).

21 (3) With respect to disability or death occurring on and after July  
22 1, 1999, and before July 1, 2000, two hundred forty-four thousand  
23 dollars (\$244,000).

24 (4) With respect to disability or death occurring on and after July  
25 1, 2000, **and before July 1, 2001**, two hundred fifty-four  
26 thousand dollars (\$254,000).

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

30 **(6) With respect to disability or death occurring on and after**  
31 **July 1, 2002, and before July 1, 2003, two hundred**  
32 **seventy-four thousand dollars (\$274,000).**

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

36 **(8) With respect to disability or death occurring on and after**  
37 **July 1, 2004, two hundred ninety-four thousand dollars**  
38 **(\$294,000).**

39 (u) For all disabilities occurring before July 1, 1985, "average  
40 weekly wages" shall mean the earnings of the injured employee in the  
41 employment in which the employee was working at the time of the last  
42 exposure during the period of fifty-two (52) weeks immediately

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

23 (v) For all disabilities occurring on and after July 1, 1985, "average  
24 weekly wages" means the earnings of the injured employee during the  
25 period of fifty-two (52) weeks immediately preceding the disability  
26 divided by fifty-two (52). If the employee lost seven (7) or more  
27 calendar days during the period, although not in the same week, then  
28 the earnings for the remainder of the fifty-two (52) weeks shall be  
29 divided by the number of weeks and parts of weeks remaining after the  
30 time lost has been deducted. If employment before the date of disability  
31 extended over a period of less than fifty-two (52) weeks, the method of  
32 dividing the earnings during that period by the number of weeks and  
33 parts of weeks during which the employee earned wages shall be  
34 followed if results just and fair to both parties will be obtained. If by  
35 reason of the shortness of the time during which the employee has been  
36 in the employment of the employer or of the casual nature or terms of  
37 the employment it is impracticable to compute the average weekly  
38 wages for the employee, the employee's average weekly wages shall be  
39 considered to be the average weekly amount that, during the fifty-two  
40 (52) weeks before the date of disability, was being earned by a person  
41 in the same grade employed at the same work by the same employer or,  
42 if there is no person so employed, by a person in the same grade



1 employed in that same class of employment in the same district.  
2 Whenever allowances of any character are made to an employee  
3 instead of wages or a specified part of the wage contract, they shall be  
4 considered a part of the employee's earnings.

5 (w) The provisions of this article may not be construed to result in  
6 an award of benefits in which the number of weeks paid or to be paid  
7 for temporary total disability, temporary partial disability, or permanent  
8 total disability benefits combined exceeds five hundred (500) weeks.  
9 This section shall not be construed to prevent a person from applying  
10 for an award under IC 22-3-3-13. ~~However, in case of permanent total~~  
11 ~~disability resulting from a disablement occurring on or after January 1,~~  
12 ~~1998, the minimum total benefit shall not be less than seventy-five~~  
13 ~~thousand dollars (\$75,000).~~

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COMMITTEE REPORT

Mr. President: The Senate Committee on Rules and Legislative Procedure, 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:

Delete the title and insert :

A BILL FOR AN ACT to amend the Indiana Code concerning worker's compensation and occupational diseases compensation.

Delete everything after the enacting clause and insert the following:

(SEE TEXT OF BILL)

and when so amended that said bill be reassigned to the Senate Committee on Pensions and Labor.

(Reference is to SB 52 as introduced.)

GARTON, Chairperson

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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:

Delete everything after the enacting clause and insert the following:

(SEE TEXT OF BILL)

Renumber all SECTIONS consecutively.  
and when so amended that said bill do pass.

(Reference is to SB 52 as printed January 14, 2000.)

HARRISON, Chairperson

Committee Vote: Yeas 7, Nays 3.

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