



Reprinted
February 1, 2000

SENATE BILL No. 52

DIGEST OF SB 52 (Updated January 31, 2000 4:26 PM - DI 96)

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 of disability, unless the determination of disability is obvious without medical opinion evidence. (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 employed. (9) Limits the
(Continued next page)

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.
January 31, 2000, read second time, amended, ordered engrossed.

SB 52—LS 6322/DI 13+



C
O
P
Y

Digest Continued

\$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.

C
o
p
y



Reprinted
February 1, 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

SB 52—LS 6322/DI 13+



C
O
P
Y

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

C
O
P
Y

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

C
O
P
Y

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

C
O
P
Y

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~~



C
O
P
Y

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



C
O
P
Y

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

C
O
P
Y



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



C
O
P
Y

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

C
O
P
Y

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

C
O
P
Y



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, including the dates of, unless a member of the worker's
 30 compensation board determines, based upon other clear and
 31 convincing evidence, that due to the severity and nature of the
 32 injury, temporary total disability or temporary partial disability
 33 is obvious without medical opinion evidence of disability.**

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



C
O
P
Y

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

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

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

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

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

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



C
O
P
Y

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

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

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

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

C
O
P
Y



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

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

35 With respect to injuries in the following schedule occurring on and
 36 after July 1, 1990, and before July 1, 1991, 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 two hundred dollars (\$200) average weekly
 41 wages, for the period stated for the injury.

42 (1) Amputation: For the loss by separation of the thumb, sixty



C
O
P
Y

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

C
O
P
Y



1 fifty-five percent (55%) of the employee's average weekly wages. With
2 respect to injuries in the following schedule occurring on and after
3 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
4 lieu of all other compensation on account of the injuries a weekly
5 compensation of sixty percent (60%) of the employee's average weekly
6 wages. With respect to injuries in the following schedule occurring on
7 and after April 1, 1955, and prior to July 1, 1971, the employee shall
8 receive in addition to temporary total disability benefits not exceeding
9 twenty-six (26) weeks on account of the injuries, a weekly
10 compensation of sixty percent (60%) of the employee's average weekly
11 wages. With respect to injuries in the following schedule occurring on
12 and after July 1, 1971, and before July 1, 1977, the employee shall
13 receive in addition to temporary total disability benefits not exceeding
14 twenty-six (26) weeks on account of the injuries, a weekly
15 compensation of sixty percent (60%) of the employee's average weekly
16 wages, not to exceed one hundred dollars (\$100) average weekly
17 wages, for the period stated for such injuries respectively. With respect
18 to injuries in the following schedule occurring on and after July 1,
19 1977, and before July 1, 1979, the employee shall receive, in addition
20 to temporary total disability benefits not exceeding twenty-six (26)
21 weeks on account of the injury, a weekly compensation of sixty percent
22 (60%) of the employee's average weekly wages not to exceed one
23 hundred twenty-five dollars (\$125) average weekly wages, for the
24 period stated for the injury. With respect to injuries in the following
25 schedule occurring on and after July 1, 1979, and before July 1, 1988,
26 the employee shall receive, in addition to temporary total disability
27 benefits not exceeding fifty-two (52) weeks on account of the injury, a
28 weekly compensation of sixty percent (60%) of the employee's average
29 weekly wages not to exceed one hundred twenty-five dollars (\$125)
30 average weekly wages for the period stated for the injury. With respect
31 to injuries in the following schedule occurring on and after July 1,
32 1988, and before July 1, 1989, the employee shall receive, in addition
33 to temporary total disability benefits not exceeding seventy-eight (78)
34 weeks on account of the injury, a weekly compensation of sixty percent
35 (60%) of the employee's average weekly wages, not to exceed one
36 hundred sixty-six dollars (\$166) average weekly wages, for the period
37 stated for the injury.

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

C
O
P
Y

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

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

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

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

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

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

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

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

40 (7) In all cases of permanent disfigurement which may impair the
 41 future usefulness or opportunities of the employee, compensation,
 42 in the discretion of the worker's compensation board, not

COPY



- 1 exceeding two hundred (200) weeks, except that no compensation
 2 shall be payable under this subdivision where compensation is
 3 payable elsewhere in this section.
- 4 (c) With respect to injuries in the following schedule occurring on
 5 and after July 1, 1991, the employee shall receive in addition to
 6 temporary total disability benefits, not exceeding one hundred
 7 twenty-five (125) weeks on account of the injury, compensation in an
 8 amount determined under the following schedule to be paid weekly at
 9 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's
 10 average weekly wages during the fifty-two (52) weeks immediately
 11 preceding the week in which the injury occurred.
- 12 (1) Amputation: For the loss by separation of the thumb, twelve
 13 (12) degrees of permanent impairment; of the index finger, eight
 14 (8) degrees of permanent impairment; of the second finger, seven
 15 (7) degrees of permanent impairment; of the third or ring finger,
 16 six (6) degrees of permanent impairment; of the fourth or little
 17 finger, four (4) degrees of permanent impairment; of the hand by
 18 separation below the elbow joint, forty (40) degrees of permanent
 19 impairment; of the arm above the elbow, fifty (50) degrees of
 20 permanent impairment; of the big toe, twelve (12) degrees of
 21 permanent impairment; of the second toe, six (6) degrees of
 22 permanent impairment; of the third toe, four (4) degrees of
 23 permanent impairment; of the fourth toe, three (3) degrees of
 24 permanent impairment; of the fifth or little toe, two (2) degrees of
 25 permanent impairment; by separation of the foot below the knee
 26 joint, thirty-five (35) degrees of permanent impairment; and of the
 27 leg above the knee joint, forty-five (45) degrees of permanent
 28 impairment.
- 29 (2) Amputations: For the loss by separation of any of the body
 30 parts described in subdivision (1) on or after July 1, 1997, and for
 31 the loss by separation of any of the body parts described in
 32 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
 33 values per degree applying on the date of the injury as described
 34 in subsection (d) shall be multiplied by two (2). However, the
 35 doubling provision of this subdivision does not apply to a loss of
 36 use that is not a loss by separation.
- 37 (3) The loss of more than one (1) phalange of a thumb or toe shall
 38 be considered as the loss of the entire thumb or toe. The loss of
 39 more than two (2) phalanges of a finger shall be considered as the
 40 loss of the entire finger. The loss of not more than one (1)
 41 phalange of a thumb or toe shall be considered as the loss of
 42 one-half (1/2) of the degrees of permanent impairment for the loss

C
O
P
Y

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

C
O
P
Y

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

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

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

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

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

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

32 (2) With respect to injuries occurring on and after July 1, 1992,
 33 and before July 1, 1993, for each degree of permanent impairment
 34 from one (1) to twenty (20), five hundred dollars (\$500) per
 35 degree; for each degree of permanent impairment from
 36 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
 37 per degree; for each degree of permanent impairment from
 38 thirty-six (36) to fifty (50), one thousand three hundred dollars
 39 (\$1,300) per degree; for each degree of permanent impairment
 40 above fifty (50), one thousand seven hundred dollars (\$1,700) per
 41 degree.

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



C
O
P
Y

1 and before July 1, 1997, for each degree of permanent impairment
 2 from one (1) to ten (10), five hundred dollars (\$500) per degree;
 3 for each degree of permanent impairment from eleven (11) to
 4 twenty (20), seven hundred dollars (\$700) per degree; for each
 5 degree of permanent impairment from twenty-one (21) to
 6 thirty-five (35), one thousand dollars (\$1,000) per degree; for
 7 each degree of permanent impairment from thirty-six (36) to fifty
 8 (50), one thousand four hundred dollars (\$1,400) per degree; for
 9 each degree of permanent impairment above fifty (50), one
 10 thousand seven hundred dollars (\$1,700) per degree.

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

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

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

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

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

C
O
P
Y



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

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

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

C
o
p
y



1 than five (5) years immediately preceding the death.

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

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

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

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

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

22 (c) The dependency of a child under ~~subsections~~ **subsection** (a)(3)
23 and (a)(4) shall terminate when the child attains the age of twenty-one
24 (21).

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

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

39 SECTION 10. IC 22-3-3-22 IS AMENDED TO READ AS
40 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
41 the compensation under this law with respect to injuries occurring on
42 and after April 1, 1963, and prior to April 1, 1965, the average weekly

C
O
P
Y



1 wages shall be considered to be not more than seventy dollars (\$70) nor
2 less than thirty dollars (\$30). In computing the compensation under this
3 law with respect to injuries occurring on and after April 1, 1965, and
4 prior to April 1, 1967, the average weekly wages shall be considered to
5 be not more than seventy-five dollars (\$75) and not less than thirty
6 dollars (\$30). In computing the compensation under this law with
7 respect to injuries occurring on and after April 1, 1967, and prior to
8 April 1, 1969, the average weekly wages shall be considered to be not
9 more than eighty-five dollars (\$85) and not less than thirty-five dollars
10 (\$35). In computing the compensation under this law with respect to
11 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,
12 the average weekly wages shall be considered to be not more than
13 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In
14 computing the compensation under this law with respect to injuries
15 occurring on and after July 1, 1971, and prior to July 1, 1974, the
16 average weekly wages shall be considered to be: (A) Not more than: (1)
17 one hundred dollars (\$100) if no dependents; (2) one hundred five
18 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)
19 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three (3)
20 dependents; (5) one hundred twenty dollars (\$120) if four (4)
21 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)
22 or more dependents; and (B) Not less than thirty-five dollars (\$35). In
23 computing compensation for temporary total disability, temporary
24 partial disability, and total permanent disability under this law with
25 respect to injuries occurring on and after July 1, 1974, and before July
26 1, 1976, the average weekly wages shall be considered to be (A) not
27 more than one hundred thirty-five dollars (\$135), and (B) not less than
28 seventy-five dollars (\$75). However, the weekly compensation payable
29 shall in no case exceed the average weekly wages of the employee at
30 the time of the injury. In computing compensation for temporary total
31 disability, temporary partial disability and total permanent disability
32 under this law with respect to injuries occurring on and after July 1,
33 1976, and before July 1, 1977, the average weekly wages shall be
34 considered to be (1) not more than one hundred fifty-six dollars (\$156)
35 and (2) not less than seventy-five dollars (\$75). However, the weekly
36 compensation payable shall not exceed the average weekly wages of
37 the employee at the time of the injury. In computing compensation for
38 temporary total disability, temporary partial disability, and total
39 permanent disability, with respect to injuries occurring on and after
40 July 1, 1977, and before July 1, 1979, the average weekly wages are
41 considered to be (1) not more than one hundred eighty dollars (\$180);
42 and (2) not less than seventy-five dollars (\$75). However, the weekly

C
O
P
Y

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

C
O
P
Y

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

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

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

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

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

41 In computing compensation for temporary total disability, temporary
42 partial disability, and total permanent disability, with respect to injuries

C
O
P
Y

1 occurring on and after July 1, 1993, and before July 1, 1994, the
 2 average weekly wages are considered to be (1) not more than five
 3 hundred ninety-one dollars (\$591) and (2) not less than seventy-five
 4 dollars (\$75). However, the weekly compensation payable shall not
 5 exceed the average weekly wages of the employee at the time of the
 6 injury.

7 In computing compensation for temporary total disability, temporary
 8 partial disability, and total permanent disability, with respect to injuries
 9 occurring on and after July 1, 1994, and before July 1, 1997, the
 10 average weekly wages are considered to be (1) not more than six
 11 hundred forty-two dollars (\$642) and (2) not less than seventy-five
 12 dollars (\$75). However, the weekly compensation payable shall not
 13 exceed the average weekly wages of the employee at the time of the
 14 injury.

15 (b) In computing compensation for temporary total disability,
 16 temporary partial disability, and total permanent disability, the average
 17 weekly wages are considered to be:

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

20 (A) not more than six hundred seventy-two dollars (\$672); and

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

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

24 (A) not more than seven hundred two dollars (\$702); and

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

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

28 (A) not more than seven hundred thirty-two dollars (\$732);

29 and

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

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

33 (A) not more than seven hundred sixty-two dollars (\$762); and

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

35 **(5) with respect to injuries occurring on and after July 1,**
 36 **2001, and before July 1, 2002:**

37 (A) not more than seven hundred ninety-two dollars
 38 (\$792); and

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

40 **(6) with respect to injuries occurring on and after July 1,**
 41 **2002, and before July 1, 2003:**

42 (A) not more than eight hundred twenty-two dollars

C
O
P
Y



- 1 **(\$822); and**
 2 **(B) not less than seventy-five dollars (\$75);**
 3 **(7) with respect to injuries occurring on and after July 1,**
 4 **2003, and before July 1, 2004:**
 5 **(A) not more than eight hundred fifty-two dollars (\$852);**
 6 **and**
 7 **(B) not less than seventy-five dollars (\$75);**
 8 **(8) with respect to injuries occurring on and after July 1,**
 9 **2004:**
 10 **(A) not more than eight hundred eighty-two dollars (\$882);**
 11 **and**
 12 **(B) not less than seventy-five dollars (\$75).**

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

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

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

C
O
P
Y

1 of this law or any combination of provisions shall not exceed
2 twenty-five thousand dollars (\$25,000) in any case. With respect to any
3 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the
4 maximum compensation exclusive of medical benefits which shall be
5 paid for any injury under any provision of this law or any combination
6 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
7 case. With respect to any injury occurring on and after July 1, 1974,
8 and before July 1, 1976, the maximum compensation exclusive of
9 medical benefits which shall be paid for an injury under any provision
10 of this law or any combination of provisions shall not exceed forty-five
11 thousand dollars (\$45,000) in any case. With respect to an injury
12 occurring on and after July 1, 1976, and before July 1, 1977, the
13 maximum compensation, exclusive of medical benefits, which shall be
14 paid for any injury under any provision of this law or any combination
15 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
16 any case. With respect to any injury occurring on and after July 1,
17 1977, and before July 1, 1979, the maximum compensation, exclusive
18 of medical benefits, which may be paid for an injury under any
19 provision of this law or any combination of provisions may not exceed
20 sixty thousand dollars (\$60,000) in any case. With respect to any injury
21 occurring on and after July 1, 1979, and before July 1, 1980, the
22 maximum compensation, exclusive of medical benefits, which may be
23 paid for an injury under any provisions of this law or any combination
24 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
25 any case. With respect to any injury occurring on and after July 1,
26 1980, and before July 1, 1983, the maximum compensation, exclusive
27 of medical benefits, which may be paid for an injury under any
28 provisions of this law or any combination of provisions may not exceed
29 seventy thousand dollars (\$70,000) in any case. With respect to any
30 injury occurring on and after July 1, 1983, and before July 1, 1984, the
31 maximum compensation, exclusive of medical benefits, which may be
32 paid for an injury under any provisions of this law or any combination
33 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
34 in any case. With respect to any injury occurring on and after July 1,
35 1984, and before July 1, 1985, the maximum compensation, exclusive
36 of medical benefits, which may be paid for an injury under any
37 provisions of this law or any combination of provisions may not exceed
38 eighty-three thousand dollars (\$83,000) in any case. With respect to
39 any injury occurring on and after July 1, 1985, and before July 1, 1986,
40 the maximum compensation, exclusive of medical benefits, which may
41 be paid for an injury under any provisions of this law or any
42 combination of provisions may not exceed eighty-nine thousand dollars

C
O
P
Y

1 (\$89,000) in any case. With respect to any injury occurring on and after
 2 July 1, 1986, and before July 1, 1988, the maximum compensation,
 3 exclusive of medical benefits, which may be paid for an injury under
 4 any provisions of this law or any combination of provisions may not
 5 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
 6 to any injury occurring on and after July 1, 1988, and before July 1,
 7 1989, the maximum compensation, exclusive of medical benefits,
 8 which may be paid for an injury under any provisions of this law or any
 9 combination of provisions may not exceed one hundred twenty-eight
 10 thousand dollars (\$128,000) in any case.

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

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

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

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

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

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

41 (e) The maximum compensation, exclusive of medical benefits, that
 42 may be paid for an injury under any provision of this law or any

C
O
P
Y



1 combination of provisions may not exceed the following amounts in
2 any case:

3 (1) With respect to an injury occurring on and after July 1, 1997,
4 and before July 1, 1998, two hundred twenty-four thousand
5 dollars (\$224,000).

6 (2) With respect to an injury occurring on and after July 1, 1998,
7 and before July 1, 1999, two hundred thirty-four thousand dollars
8 (\$234,000).

9 (3) With respect to an injury occurring on and after July 1, 1999,
10 and before July 1, 2000, two hundred forty-four thousand dollars
11 (\$244,000).

12 (4) With respect to an injury occurring on and after July 1, 2000,
13 **and before July 1, 2001**, two hundred fifty-four thousand dollars
14 (\$254,000).

15 (5) **With respect to an injury occurring on and after July 1,**
16 **2001, and before July 1, 2002, two hundred sixty-four**
17 **thousand dollars (\$264,000).**

18 (6) **With respect to an injury occurring on and after July 1,**
19 **2002, and before July 1, 2003, two hundred seventy-four**
20 **thousand dollars (\$274,000).**

21 (7) **With respect to an injury occurring on and after July 1,**
22 **2003, and before July 1, 2004, two hundred eighty-four**
23 **thousand dollars (\$284,000).**

24 (8) **With respect to an injury occurring on and after July 1,**
25 **2004, two hundred ninety-four thousand dollars (\$294,000).**

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

31 SECTION 12. IC 22-3-3-32 IS AMENDED TO READ AS
32 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 32. The provisions of
33 this article may not be construed to result in an award ~~of~~ **or series of**
34 **awards for** benefits in which the number of weeks paid and to be paid
35 for temporary total disability, temporary partial disability, or permanent
36 total disability combined exceeds five hundred (500) weeks. This
37 section shall not be construed to prevent a person who is permanently
38 totally disabled from applying for an award under IC 22-3-3-13.
39 However, in case of permanent total disability resulting from an injury
40 occurring on or after January 1, 1998, the minimum total benefit shall
41 not be less than seventy-five thousand dollars (\$75,000).

42 SECTION 13. IC 22-3-4-12 IS AMENDED TO READ AS



C
o
p
y

1 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12. Except as provided
 2 in section 12.1 of this chapter, the fees of attorneys and physicians and
 3 charges of nurses and hospitals for services under IC 22-3-2 through
 4 IC 22-3-6 shall be subject to the approval of the **industrial worker's**
 5 **compensation** board. When any claimant for compensation is
 6 represented by an attorney in the prosecution of his claim, the **industrial**
 7 **worker's compensation** board shall fix and state in the award, if
 8 compensation be awarded, the amount of the claimant's attorney's fees.
 9 The fee so fixed shall be binding upon both the claimant and his
 10 attorney, and the employer shall pay to the attorney out of the award the
 11 fee so fixed, and the receipt of the attorney therefor shall fully acquit
 12 the employer for an equal portion of the award; provided, that
 13 whenever the **industrial worker's compensation** board shall determine
 14 upon hearing of a claim that the employer has acted in bad faith in
 15 adjusting and settling said award, or whenever the **industrial worker's**
 16 **compensation** board shall determine upon hearing of a claim that the
 17 employer has not pursued the settlement of said claim with diligence,
 18 then the board shall, if compensation be awarded, fix the amount of the
 19 claimant's attorney's fees and such attorney fees shall be paid to the
 20 attorney and shall not be charged against the award to the claimant.
 21 **Whenever the worker's compensation board determines that the**
 22 **claimant's application for benefits was, at the time it was filed,**
 23 **fraudulent or in bad faith, the board shall fix the amount of the**
 24 **employer's attorney's fees to be paid by the claimant.**

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

33 (b) If lack of diligence, bad faith, or an independent tort is proven
 34 under subsection (a), the award to the claimant shall be at least five
 35 hundred dollars (\$500), but not more than twenty thousand dollars
 36 (\$20,000), depending upon the degree of culpability and the actual
 37 damages sustained.

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

42 (d) The worker's compensation board shall fix in addition to any

C
O
P
Y

1 award under this section the amount of attorney's fees payable with
 2 respect to an award made under this section. The attorney's fees may
 3 not exceed thirty-three and one-third percent (33 1/3%) of the amount
 4 of the award.

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

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

11 SECTION 15. IC 22-3-6-1, AS AMENDED BY P.L.235-1999,
 12 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 13 JULY 1, 2000]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
 14 context otherwise requires:

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

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

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

41 (2) An executive officer of a municipal corporation or other
 42 governmental subdivision or of a charitable, religious,



C
O
P
Y

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

educational, or other nonprofit corporation may, notwithstanding any other provision of IC 22-3-2 through IC 22-3-6, be brought within the coverage of its insurance contract by the corporation by specifically including the executive officer in the contract of insurance. The election to bring the executive officer within the coverage shall continue for the period the contract of insurance is in effect, and during this period, the executive officers thus brought within the coverage of the insurance contract are employees of the corporation under IC 22-3-2 through IC 22-3-6.

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

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

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

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

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

C
O
P
Y



- 1 purposes.
- 2 (7) A person is an independent contractor in the construction
- 3 trades and not an employee under IC 22-3-2 through IC 22-3-6 if
- 4 the person is an independent contractor under the guidelines of
- 5 the United States Internal Revenue Service.
- 6 (8) An owner-operator that provides a motor vehicle and the
- 7 services of a driver under a written contract that is subject to
- 8 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor
- 9 carrier is not an employee of the motor carrier for purposes of
- 10 IC 22-3-2 through IC 22-3-6. The owner-operator may elect to be
- 11 covered and have the owner-operator's drivers covered under a
- 12 worker's compensation insurance policy or authorized
- 13 self-insurance that insures the motor carrier if the owner-operator
- 14 pays the premiums as requested by the motor carrier. An election
- 15 by an owner-operator under this subdivision does not terminate
- 16 the independent contractor status of the owner-operator for any
- 17 purpose other than the purpose of this subdivision.
- 18 (9) A member or manager in a limited liability company may elect
- 19 to include the member or manager as an employee under
- 20 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
- 21 engaged in the limited liability company business. If a member or
- 22 manager makes this election, the member or manager must serve
- 23 upon the member's or manager's insurance carrier and upon the
- 24 board written notice of the election. A member or manager may
- 25 not be considered an employee under IC 22-3-2 through IC 22-3-6
- 26 until the notice has been received.
- 27 (10) An unpaid participant under the federal School to Work
- 28 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
- 29 extent set forth in IC 22-3-2-2.5.
- 30 (c) "Minor" means an individual who has not reached seventeen
- 31 (17) years of age.
- 32 (1) Unless otherwise provided in this subsection, a minor
- 33 employee shall be considered as being of full age for all purposes
- 34 of IC 22-3-2 through IC 22-3-6.
- 35 (2) If the employee is a minor who, at the time of the accident, is
- 36 employed, required, suffered, or permitted to work in violation of
- 37 IC 20-8.1-4-25, the amount of compensation and death benefits,
- 38 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
- 39 amount which would otherwise be recoverable. The insurance
- 40 carrier shall be liable on its policy for one-half (1/2) of the
- 41 compensation or benefits that may be payable on account of the
- 42 injury or death of the minor, and the employer shall be liable for

C
O
P
Y

1 the other one-half (1/2) of the compensation or benefits. If the
2 employee is a minor who is not less than sixteen (16) years of age
3 and who has not reached seventeen (17) years of age and who at
4 the time of the accident is employed, suffered, or permitted to
5 work at any occupation which is not prohibited by law, this
6 subdivision does not apply.

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

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

21 (d) "Average weekly wages" means the earnings of the injured
22 employee in the employment in which the employee was working at the
23 time of the injury during the period of fifty-two (52) weeks immediately
24 preceding the date of injury, divided by fifty-two (52), except as
25 follows:

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

31 (2) Where the employment prior to the injury extended over a
32 period of less than fifty-two (52) weeks, the method of dividing
33 the earnings during that period by the number of weeks and parts
34 thereof during which the employee earned wages shall be
35 followed, if results just and fair to both parties will be obtained.
36 Where by reason of the shortness of the time during which the
37 employee has been in the employment of the employee's employer
38 or of the casual nature or terms of the employment it is
39 impracticable to compute the average weekly wages, as defined
40 in this subsection, regard shall be had to the average weekly
41 amount which during the fifty-two (52) weeks previous to the
42 injury was being earned by a person in the same grade employed



1 at the same work by the same employer or, if there is no person so
 2 employed, by a person in the same grade employed in the same
 3 class of employment in the same district.

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

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

11 ~~(4)~~ (5) In computing the average weekly wages to be used in
 12 calculating an award for permanent impairment under
 13 IC 22-3-3-10 for a student employee in an approved training
 14 program under IC 20-10.1-6-7, the following formula shall be
 15 used. Calculate the product of:

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

17 (B) forty (40) hours.

18 The result obtained is the amount of the average weekly wages for
 19 the student employee.

20 (e) "Injury" and "personal injury" mean only injury by accident
 21 arising out of and in the course of the employment and do not include
 22 a disease in any form except as it results from the injury. **Mental or**
 23 **emotional injury resulting from work-related stress does not arise**
 24 **out of or in the course of the employment, unless it is demonstrated**
 25 **that the stress was predominately work-related and was**
 26 **extraordinary and unusual. The amount of work stress must be**
 27 **measured by objective standards and actual events. A mental or**
 28 **emotional injury is not considered to arise out of or in the course**
 29 **of the employment if it resulted from any disciplinary action, work**
 30 **evaluation, job transfer, layoff, demotion, termination or other**
 31 **similar action taken by the employer.**

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

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

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

42 (1) The geographic service area served by zip codes with the first

C
O
P
Y



- 1 three (3) digits 463 and 464.
 2 (2) The geographic service area served by zip codes with the first
 3 three (3) digits 465 and 466.
 4 (3) The geographic service area served by zip codes with the first
 5 three (3) digits 467 and 468.
 6 (4) The geographic service area served by zip codes with the first
 7 three (3) digits 469 and 479.
 8 (5) The geographic service area served by zip codes with the first
 9 three (3) digits 460, 461 (except 46107), and 473.
 10 (6) The geographic service area served by the 46107 zip code and
 11 zip codes with the first three (3) digits 462.
 12 (7) The geographic service area served by zip codes with the first
 13 three (3) digits 470, 471, 472, 474, and 478.
 14 (8) The geographic service area served by zip codes with the first
 15 three (3) digits 475, 476, and 477.
 16 (i) "Medical service provider" refers to a person or an entity that
 17 provides medical services, treatment, or supplies to an employee under
 18 IC 22-3-2 through IC 22-3-6.
 19 (j) "Pecuniary liability" means the responsibility of an employer or
 20 the employer's insurance carrier for the payment of the charges for each
 21 specific service or product for human medical treatment provided
 22 under IC 22-3-2 through IC 22-3-6 in a defined community, equal to or
 23 less than the charges made by medical service providers at the eightieth
 24 percentile in the same community for like services or products.
 25 **(k) "Total permanent disability" means the inability to engage**
 26 **in any reasonable employment, with reasonableness being**
 27 **measured by the employee's physical and mental fitness for**
 28 **employment and its availability. The rate of pay to be earned is not**
 29 **a measure of reasonableness.**
 30 SECTION 16. IC 22-3-7-9, AS AMENDED BY P.L.235-1999,
 31 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 32 JULY 1, 2000]: Sec. 9. (a) As used in this chapter, "employer" includes
 33 the state and any political subdivision, any municipal corporation
 34 within the state, any individual or the legal representative of a deceased
 35 individual, firm, association, limited liability company, or corporation
 36 or the receiver or trustee of the same, using the services of another for
 37 pay. **A parent or a subsidiary of a corporation or a lessor of**
 38 **employees shall be considered to be the employer of the**
 39 **corporation's, the lessee's, or the lessor's employees for purposes**
 40 **of section 6 of this chapter.** The term also includes an employer that
 41 provides on-the-job training under the federal School to Work
 42 Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth under



1 section 2.5 of this chapter. If the employer is insured, the term includes
2 his insurer so far as applicable. However, the inclusion of an employer's
3 insurer within this definition does not allow an employer's insurer to
4 avoid payment for services rendered to an employee with the approval
5 of the employer.

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

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

16 (2) An owner of a sole proprietorship may elect to include himself
17 as an employee under this chapter if he is actually engaged in the
18 proprietorship business. If the owner makes this election, he must
19 serve upon his insurance carrier and upon the board written notice
20 of the election. No owner of a sole proprietorship may be
21 considered an employee under this chapter unless the notice has
22 been received. If the owner of a sole proprietorship is an
23 independent contractor in the construction trades and does not
24 make the election provided under this subdivision, the owner
25 must obtain an affidavit of exemption under IC 22-3-7-34.5.

26 (3) A partner in a partnership may elect to include himself as an
27 employee under this chapter if he is actually engaged in the
28 partnership business. If a partner makes this election, he must
29 serve upon his insurance carrier and upon the board written notice
30 of the election. No partner may be considered an employee under
31 this chapter until the notice has been received. If a partner in a
32 partnership is an independent contractor in the construction trades
33 and does not make the election provided under this subdivision,
34 the partner must obtain an affidavit of exemption under
35 IC 22-3-7-34.5.

36 (4) Real estate professionals are not employees under this chapter
37 if:

38 (A) they are licensed real estate agents;

39 (B) substantially all their remuneration is directly related to
40 sales volume and not the number of hours worked; and

41 (C) they have written agreements with real estate brokers
42 stating that they are not to be treated as employees for tax

C
O
P
Y

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

purposes.

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

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

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

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

(d) This chapter does not apply to casual laborers as defined in

C
O
P
Y



1 subsection (b), nor to farm or agricultural employees, nor to household
 2 employees, nor to railroad employees engaged in train service as
 3 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
 4 foremen in charge of yard engines and helpers assigned thereto, nor to
 5 their employers with respect to these employees. Also, this chapter
 6 does not apply to employees or their employers with respect to
 7 employments in which the laws of the United States provide for
 8 compensation or liability for injury to the health, disability, or death by
 9 reason of diseases suffered by these employees.

10 (e) As used in this chapter, "disablement" means the event of
 11 becoming disabled from earning full wages at the work in which the
 12 employee was engaged when last exposed to the hazards of the
 13 occupational disease by the employer from whom he claims
 14 compensation or equal wages in other suitable employment, and
 15 "disability" means the state of being so incapacitated.

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

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

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

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

38 (4) In all cases of occupational disease caused by the inhalation
 39 of asbestos dust in which the last date of the last exposure occurs
 40 on or after July 1, 1985, and before July 1, 1988, no compensation
 41 shall be payable unless disablement, as defined in subsection (e),
 42 occurs within twenty (20) years after the last day of the last

C
O
P
Y



- 1 exposure.
- 2 (5) In all cases of occupational disease caused by the inhalation
- 3 of asbestos dust in which the last date of the last exposure occurs
- 4 on or after July 1, 1988, no compensation shall be payable unless
- 5 disablement (as defined in subsection (e)) occurs within
- 6 thirty-five (35) years after the last day of the last exposure.
- 7 (g) For the purposes of this chapter, no compensation shall be
- 8 payable for or on account of death resulting from any occupational
- 9 disease unless death occurs within two (2) years after the date of
- 10 disablement. However, this subsection does not bar compensation for
- 11 death:
- 12 (1) where death occurs during the pendency of a claim filed by an
- 13 employee within two (2) years after the date of disablement and
- 14 which claim has not resulted in a decision or has resulted in a
- 15 decision which is in process of review or appeal; or
- 16 (2) where, by agreement filed or decision rendered, a
- 17 compensable period of disability has been fixed and death occurs
- 18 within two (2) years after the end of such fixed period, but in no
- 19 event later than three hundred (300) weeks after the date of
- 20 disablement.
- 21 (h) As used in this chapter, "billing review service" refers to a
- 22 person or an entity that reviews a medical service provider's bills or
- 23 statements for the purpose of determining pecuniary liability. The term
- 24 includes an employer's worker's compensation insurance carrier if the
- 25 insurance carrier performs such a review.
- 26 (i) As used in this chapter, "billing review standard" means the data
- 27 used by a billing review service to determine pecuniary liability.
- 28 (j) As used in this chapter, "community" means a geographic service
- 29 area based on zip code districts defined by the United States Postal
- 30 Service according to the following groupings:
- 31 (1) The geographic service area served by zip codes with the first
- 32 three (3) digits 463 and 464.
- 33 (2) The geographic service area served by zip codes with the first
- 34 three (3) digits 465 and 466.
- 35 (3) The geographic service area served by zip codes with the first
- 36 three (3) digits 467 and 468.
- 37 (4) The geographic service area served by zip codes with the first
- 38 three (3) digits 469 and 479.
- 39 (5) The geographic service area served by zip codes with the first
- 40 three (3) digits 460, 461 (except 46107), and 473.
- 41 (6) The geographic service area served by the 46107 zip code and
- 42 zip codes with the first three (3) digits 462.

C
O
P
Y

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

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

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

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

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

C
O
P
Y

1 employer's insurance carrier that sets forth:
2 (1) the extraordinary circumstances that have precluded a
3 determination of liability within the initial sixty (60) days;
4 (2) the status of the investigation on the date the petition is filed;
5 (3) the facts or circumstances that are necessary to make a
6 determination; and
7 (4) a timetable for the completion of the remaining investigation.
8 An employer who fails to comply with this section is subject to a civil
9 penalty of fifty dollars (\$50), to be assessed and collected by the board
10 upon notice and hearing. Civil penalties collected under this section
11 shall be deposited in the state general fund.
12 (b) Once begun, temporary total disability benefits may not be
13 terminated by the employer unless:
14 (1) the employee has returned to work;
15 (2) the employee has died;
16 (3) the employee has refused to undergo a medical examination
17 under section 20 of this chapter;
18 (4) the employee has received five hundred (500) weeks of
19 temporary total disability benefits or has been paid the maximum
20 compensation allowable under section 19 of this chapter; or
21 (5) the employee is unable or unavailable to work for reasons
22 unrelated to the compensable disease.
23 In all other cases the employer must notify the employee in writing of
24 the employer's intent to terminate the payment of temporary total
25 disability benefits, and of the availability of employment, if any, on a
26 form approved by the board. If the employee disagrees with the
27 proposed termination, the employee must give written notice of
28 disagreement to the board and the employer within seven (7) days after
29 receipt of the notice of intent to terminate benefits. If the board and
30 employer do not receive a notice of disagreement under this section, the
31 employee's temporary total disability benefits shall be terminated. Upon
32 receipt of the notice of disagreement, the board shall immediately
33 contact the parties, which may be by telephone or other means and
34 attempt to resolve the disagreement. If the board is unable to resolve
35 the disagreement within ten (10) days of receipt of the notice of
36 disagreement, the board shall immediately arrange for an evaluation of
37 the employee by an independent medical examiner. The independent
38 medical examiner shall be selected by mutual agreement of the parties
39 or, if the parties are unable to agree, appointed by the board under
40 IC 22-3-4-11. If the independent medical examiner determines that the
41 employee is no longer temporarily disabled or is still temporarily
42 disabled but can return to employment that the employer has made

C
O
P
Y

1 available to the employee, or if the employee fails or refuses to appear
 2 for examination by the independent medical examiner, temporary total
 3 disability benefits may be terminated. If either party disagrees with the
 4 opinion of the independent medical examiner, the party shall apply to
 5 the board for a hearing under section 27 of this chapter.

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

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

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

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

36 For disablements occurring on and after July 1, 1974, and before
 37 July 1, 1976, from occupational disease resulting in temporary total
 38 disability for any work there shall be paid to the disabled employee
 39 during such temporary total disability a weekly compensation equal to
 40 sixty-six and two-thirds percent (66 2/3%) of the employee's average
 41 weekly wages, up to one hundred thirty-five dollars (\$135) average
 42 weekly wages, as defined in section 19 of this chapter, for a period not



C
O
P
Y

1 to exceed five hundred (500) weeks. Compensation shall be allowed for
 2 the first seven (7) calendar days only if the disability continues for
 3 longer than twenty-one (21) days.

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

13 (f) For disablements occurring on and after April 1, 1951, and prior
 14 to July 1, 1971, from occupational disease resulting in temporary
 15 partial disability for work there shall be paid to the disabled employee
 16 during such disability a weekly compensation equal to sixty percent
 17 (60%) of the difference between the employee's average weekly wages
 18 and the weekly wages at which the employee is actually employed after
 19 the disablement, for a period not to exceed three hundred (300) weeks.
 20 Compensation shall be allowed for the first seven (7) calendar days
 21 only if the disability continues for longer than twenty-eight (28) days.
 22 In case of partial disability after the period of temporary total disability,
 23 the later period shall be included as part of the maximum period
 24 allowed for partial disability.

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

37 For disablements occurring on and after July 1, 1974, from
 38 occupational disease resulting in temporary partial disability for work
 39 there shall be paid to the disabled employee during such disability a
 40 weekly compensation equal to sixty-six and two-thirds percent (66
 41 2/3%) of the difference between the employee's average weekly wages,
 42 as defined in section 19 of this chapter, and the weekly wages at which

C
O
P
Y



1 he is actually employed after the disablement, for a period not to
 2 exceed three hundred (300) weeks. Compensation shall be allowed for
 3 the first seven (7) calendar days only if the disability continues for
 4 longer than twenty-one (21) days. In case of partial disability after the
 5 period of temporary total disability, the latter period shall be included
 6 as a part of the maximum period allowed for partial disability.

7 (g) For disabilities occurring on and after April 1, 1951, and prior
 8 to April 1, 1955, from occupational disease in the following schedule,
 9 the employee shall receive in lieu of all other compensation, on account
 10 of such disabilities, a weekly compensation of sixty percent (60%) of
 11 the employee's average weekly wage; for disabilities occurring on and
 12 after April 1, 1955, and prior to July 1, 1971, from occupational disease
 13 in the following schedule, the employee shall receive in addition to
 14 disability benefits not exceeding twenty-six (26) weeks on account of
 15 said occupational disease a weekly compensation of sixty percent
 16 (60%) of the employee's average weekly wages.

17 For disabilities occurring on and after July 1, 1971, and before July
 18 1, 1977, from occupational disease in the following schedule, the
 19 employee shall receive in addition to disability benefits not exceeding
 20 twenty-six (26) weeks on account of said occupational disease a weekly
 21 compensation of sixty percent (60%) of his average weekly wages not
 22 to exceed one hundred dollars (\$100) average weekly wages, for the
 23 period stated for such disabilities respectively.

24 For disabilities occurring on and after July 1, 1977, and before July
 25 1, 1979, from occupational disease in the following schedule, the
 26 employee shall receive in addition to disability benefits not exceeding
 27 twenty-six (26) weeks on account of the occupational disease a weekly
 28 compensation of sixty percent (60%) of the employee's average weekly
 29 wages, not to exceed one hundred twenty-five dollars (\$125) average
 30 weekly wages, for the period stated for the disabilities.

31 For disabilities occurring on and after July 1, 1979, and before July
 32 1, 1988, from occupational disease in the following schedule, the
 33 employee shall receive in addition to disability benefits, not exceeding
 34 fifty-two (52) weeks on account of the occupational disease, a weekly
 35 compensation of sixty percent (60%) of the employee's average weekly
 36 wages, not to exceed one hundred twenty-five dollars (\$125) average
 37 weekly wages, for the period stated for the disabilities.

38 For disabilities occurring on and after July 1, 1988, and before July
 39 1, 1989, 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



C
O
P
Y

1 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
2 average weekly wages, for the period stated for the disabilities.

3 For disabilities occurring on and after July 1, 1989, and before July
4 1, 1990, from occupational disease in the following schedule, the
5 employee shall receive in addition to disability benefits, not exceeding
6 seventy-eight (78) weeks on account of the occupational disease, a
7 weekly compensation of sixty percent (60%) of the employee's average
8 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
9 average weekly wages, for the period stated for the disabilities.

10 For disabilities occurring on and after July 1, 1990, and before July
11 1, 1991, from occupational disease in the following schedule, the
12 employee shall receive in addition to disability benefits, not exceeding
13 seventy-eight (78) weeks on account of the occupational disease, a
14 weekly compensation of sixty percent (60%) of the employee's average
15 weekly wages, not to exceed two hundred dollars (\$200) average
16 weekly wages, for the period stated for the disabilities.

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

38 (2) Loss of Use: The total permanent loss of the use of an arm,
39 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
40 as the equivalent of the loss by separation of the arm, hand,
41 thumb, finger, leg, foot, toe, or phalange and the compensation
42 shall be paid for the same period as for the loss thereof by

C
O
P
Y



- 1 separation.
- 2 (3) Partial Loss of Use: For the permanent partial loss of the use
3 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
4 compensation shall be paid for the proportionate loss of the use of
5 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 6 (4) For disablements for occupational disease resulting in total
7 permanent disability, five hundred (500) weeks.
- 8 (5) For the loss of both hands, or both feet, or the total sight of
9 both eyes, or any two (2) of such losses resulting from the same
10 disablement by occupational disease, five hundred (500) weeks.
- 11 (6) For the permanent and complete loss of vision by enucleation
12 of an eye or its reduction to one-tenth (1/10) of normal vision with
13 glasses, one hundred fifty (150) weeks, and for any other
14 permanent reduction of the sight of an eye, compensation shall be
15 paid for a period proportionate to the degree of such permanent
16 reduction without correction or glasses. However, when such
17 permanent reduction without correction or glasses would result in
18 one hundred percent (100%) loss of vision, but correction or
19 glasses would result in restoration of vision, then compensation
20 shall be paid for fifty percent (50%) of such total loss of vision
21 without glasses plus an additional amount equal to the
22 proportionate amount of such reduction with glasses, not to
23 exceed an additional fifty percent (50%).
- 24 (7) For the permanent and complete loss of hearing, two hundred
25 (200) weeks.
- 26 (8) In all other cases of permanent partial impairment,
27 compensation proportionate to the degree of such permanent
28 partial impairment, in the discretion of the worker's compensation
29 board, not exceeding five hundred (500) weeks.
- 30 (9) In all cases of permanent disfigurement, which may impair the
31 future usefulness or opportunities of the employee, compensation
32 in the discretion of the worker's compensation board, not
33 exceeding two hundred (200) weeks, except that no compensation
34 shall be payable under this paragraph where compensation shall
35 be payable under subdivisions (1) through (8). Where
36 compensation for temporary total disability has been paid, this
37 amount of compensation shall be deducted from any
38 compensation due for permanent disfigurement.
- 39 With respect to disablements in the following schedule occurring on
40 and after July 1, 1991, the employee shall receive in addition to
41 temporary total disability benefits, not exceeding one hundred
42 twenty-five (125) weeks on account of the disablement, compensation



1 in an amount determined under the following schedule to be paid
 2 weekly at a rate of sixty-six and two-thirds percent (66 2/3%) of the
 3 employee's average weekly wages during the fifty-two (52) weeks
 4 immediately preceding the week in which the disablement occurred:

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

22 (2) Amputations occurring on or after July 1, 1997: For the loss
 23 by separation of any of the body parts described in subdivision (1)
 24 on or after July 1, 1997, the dollar values per degree applying on
 25 the date of the injury as described in subsection (h) shall be
 26 multiplied by two (2). However, the doubling provision of this
 27 subdivision does not apply to a loss of use that is not a loss by
 28 separation.

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



C
O
P
Y

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

C
O
P
Y

1 compensation proportionate to the degree of a permanent partial
2 impairment, in the discretion of the worker's compensation board,
3 not exceeding one hundred (100) degrees of permanent
4 impairment.

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

12 (h) With respect to disablements occurring on and after July 1,
13 1991, compensation for permanent partial impairment shall be paid
14 according to the degree of permanent impairment for the disablement
15 determined under subsection (d) and the following:

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

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

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

C
O
P
Y



1 thousand seven hundred dollars (\$1,700) per degree.

2 (4) With respect to disablements occurring on and after July 1,
3 1997, and before July 1, 1998, for each degree of permanent
4 impairment from one (1) to ten (10), seven hundred fifty dollars
5 (\$750) per degree; for each degree of permanent impairment from
6 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
7 degree; for each degree of permanent impairment from thirty-six
8 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
9 degree; for each degree of permanent impairment above fifty (50),
10 one thousand seven hundred dollars (\$1,700) per degree.

11 (5) With respect to disablements occurring on and after July 1,
12 1998, and before July 1, 1999, for each degree of permanent
13 impairment from one (1) to ten (10), seven hundred fifty dollars
14 (\$750) per degree; for each degree of permanent impairment from
15 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
16 degree; for each degree of permanent impairment from thirty-six
17 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
18 degree; for each degree of permanent impairment above fifty (50),
19 one thousand seven hundred dollars (\$1,700) per degree.

20 (6) With respect to disablements occurring on and after July 1,
21 1999, for each degree of permanent impairment from one (1) to
22 ten (10), nine hundred dollars (\$900) per degree; for each degree
23 of permanent impairment from eleven (11) to thirty-five (35), one
24 thousand one hundred dollars (\$1,100) per degree; for each
25 degree of permanent impairment from thirty-six (36) to fifty (50),
26 one thousand six hundred dollars (\$1,600) per degree; for each
27 degree of permanent impairment above fifty (50), two thousand
28 dollars (\$2,000) per degree.

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

32 (1) With respect to disablements occurring on or after July 1,
33 1991, and before July 1, 1992, four hundred ninety-two dollars
34 (\$492).

35 (2) With respect to disablements occurring on or after July 1,
36 1992, and before July 1, 1993, five hundred forty dollars (\$540).

37 (3) With respect to disablements occurring on or after July 1,
38 1993, and before July 1, 1994, five hundred ninety-one dollars
39 (\$591).

40 (4) With respect to disablements occurring on or after July 1,
41 1994, and before July 1, 1997, six hundred forty-two dollars
42 (\$642).



C
O
P
Y

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

COPY



1 previously sustained permanent impairment from an occupational
 2 disease or physical condition as well as the extent of the aggravation or
 3 increase resulting from the subsequent permanent impairment or
 4 disability, and shall award compensation only for that part of said
 5 occupational disease or physical condition resulting from the
 6 subsequent permanent impairment. An amputation of any part of the
 7 body or loss of any or all of the vision of one (1) or both eyes caused by
 8 an occupational disease shall be considered as a permanent impairment
 9 or physical condition.

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

20 (m) If an employee receives a permanent disability from
 21 occupational disease such as specified in subsection (g)(1), (g)(2),
 22 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent
 23 disability in the same employment the employee shall be entitled to
 24 compensation for both such disabilities, but the total compensation
 25 shall be paid by extending the period and not by increasing the amount
 26 of weekly compensation and, when such previous and subsequent
 27 permanent disabilities, in combination result in total permanent
 28 disability or permanent total impairment, compensation shall be
 29 payable for such permanent total disability or impairment, but
 30 payments made for the previous disability or impairment shall be
 31 deducted from the total payment of compensation due.

32 (n) When an employee has been awarded or is entitled to an award
 33 of compensation for a definite period under this chapter for disability
 34 from occupational disease, which disablement occurs on and after April
 35 1, 1951, and prior to April 1, 1963, and such employee dies from any
 36 other cause than such occupational disease, payment of the unpaid
 37 balance of such compensation, not exceeding three hundred (300)
 38 weeks, shall be made to the employee's dependents of the second and
 39 third class as defined in sections 11 through 14 of this chapter, and
 40 compensation, not exceeding five hundred (500) weeks, shall be made
 41 to the employee's dependents of the first class as defined in sections 11
 42 through 14 of this chapter. When an employee has been awarded or is



C
O
P
Y

1 entitled to an award of compensation for a definite period from an
2 occupational disease wherein disablement occurs on and after April 1,
3 1963, and such employee dies from other causes than such
4 occupational disease, payment of the unpaid balance of such
5 compensation not exceeding three hundred fifty (350) weeks shall be
6 paid to the employee's dependents of the second and third class as
7 defined in sections 11 through 14 of this chapter and compensation, not
8 exceeding five hundred (500) weeks shall be made to the employee's
9 dependents of the first class as defined in sections 11 through 14 of this
10 chapter.

11 (o) Any payment made by the employer to the employee during the
12 period of the employee's disability, or to the employee's dependents,
13 which, by the terms of this chapter, was not due and payable when
14 made, may, subject to the approval of the worker's compensation board,
15 be deducted from the amount to be paid as compensation, but such
16 deduction shall be made from the distal end of the period during which
17 compensation must be paid, except in cases of temporary disability.

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

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

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

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

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

C
O
P
Y

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

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

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

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

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

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

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

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

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

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

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

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

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

22 (5) on and after July 1, 1980, and before July 1, 1983, the average
 23 weekly wages are considered to be:

24 (A) not more than two hundred ten dollars (\$210); and

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

26 (6) on and after July 1, 1983, and before July 1, 1984, the average
 27 weekly wages are considered to be:

28 (A) not more than two hundred thirty-four dollars (\$234); and

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

30 (7) on and after July 1, 1984, and before July 1, 1985, the average
 31 weekly wages are considered to be:

32 (A) not more than two hundred forty-nine dollars (\$249); and

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

34 (b) In computing compensation for temporary total disability,
 35 temporary partial disability, and total permanent disability, with respect
 36 to occupational diseases occurring on and after July 1, 1985, and before
 37 July 1, 1986, the average weekly wages are considered to be:

38 (1) not more than two hundred sixty-seven dollars (\$267); and

39 (2) not less than seventy-five dollars (\$75).

40 (c) In computing compensation for temporary total disability,
 41 temporary partial disability, and total permanent disability, with respect
 42 to occupational diseases occurring on and after July 1, 1986, and before



C
O
P
Y

- 1 July 1, 1988, the average weekly wages are considered to be:
2 (1) not more than two hundred eighty-five dollars (\$285); and
3 (2) not less than seventy-five dollars (\$75).
- 4 (d) In computing compensation for temporary total disability,
5 temporary partial disability, and total permanent disability, with respect
6 to occupational diseases occurring on and after July 1, 1988, and before
7 July 1, 1989, the average weekly wages are considered to be:
8 (1) not more than three hundred eighty-four dollars (\$384); and
9 (2) not less than seventy-five dollars (\$75).
- 10 (e) In computing compensation for temporary total disability,
11 temporary partial disability, and total permanent disability, with respect
12 to occupational diseases occurring on and after July 1, 1989, and before
13 July 1, 1990, the average weekly wages are considered to be:
14 (1) not more than four hundred eleven dollars (\$411); and
15 (2) not less than seventy-five dollars (\$75).
- 16 (f) In computing compensation for temporary total disability,
17 temporary partial disability, and total permanent disability, with respect
18 to occupational diseases occurring on and after July 1, 1990, and before
19 July 1, 1991, the average weekly wages are considered to be:
20 (1) not more than four hundred forty-one dollars (\$441); and
21 (2) not less than seventy-five dollars (\$75).
- 22 (g) In computing compensation for temporary total disability,
23 temporary partial disability, and total permanent disability, with respect
24 to occupational diseases occurring on and after July 1, 1991, and before
25 July 1, 1992, the average weekly wages are considered to be:
26 (1) not more than four hundred ninety-two dollars (\$492); and
27 (2) not less than seventy-five dollars (\$75).
- 28 (h) In computing compensation for temporary total disability,
29 temporary partial disability, and total permanent disability, with respect
30 to occupational diseases occurring on and after July 1, 1992, and before
31 July 1, 1993, the average weekly wages are considered to be:
32 (1) not more than five hundred forty dollars (\$540); and
33 (2) not less than seventy-five dollars (\$75).
- 34 (i) In computing compensation for temporary total disability,
35 temporary partial disability, and total permanent disability, with respect
36 to occupational diseases occurring on and after July 1, 1993, and before
37 July 1, 1994, the average weekly wages are considered to be:
38 (1) not more than five hundred ninety-one dollars (\$591); and
39 (2) not less than seventy-five dollars (\$75).
- 40 (j) In computing compensation for temporary total disability,
41 temporary partial disability and total permanent disability, with respect
42 to occupational diseases occurring on and after July 1, 1994, and before



- 1 July 1, 1997, the average weekly wages are considered to be:
 2 (1) not more than six hundred forty-two dollars (\$642); and
 3 (2) not less than seventy-five dollars (\$75).
 4 (k) In computing compensation for temporary total disability,
 5 temporary partial disability, and total permanent disability, the average
 6 weekly wages are considered to be:
 7 (1) with respect to occupational diseases occurring on and after
 8 July 1, 1997, and before July 1, 1998:
 9 (A) not more than six hundred seventy-two dollars (\$672); and
 10 (B) not less than seventy-five dollars (\$75);
 11 (2) with respect to occupational diseases occurring on and after
 12 July 1, 1998, and before July 1, 1999:
 13 (A) not more than seven hundred two dollars (\$702); and
 14 (B) not less than seventy-five dollars (\$75);
 15 (3) with respect to occupational diseases occurring on and after
 16 July 1, 1999, and before July 1, 2000:
 17 (A) not more than seven hundred thirty-two dollars (\$732);
 18 and
 19 (B) not less than seventy-five dollars (\$75); ~~and~~
 20 (4) with respect to occupational diseases ~~occurring~~ **occurring** on
 21 and after July 1, 2000, **and before July 1, 2001:**
 22 (A) not more than seven hundred sixty-two dollars (\$762); and
 23 (B) not less than seventy-five dollars (\$75);
 24 **(5) with respect to occupational diseases occurring on and**
 25 **after July 1, 2001, and before July 1, 2002:**
 26 **(A) not more than seven hundred ninety-two dollars**
 27 **(\$792); and**
 28 **(B) not less than seventy-five dollars (\$75);**
 29 **(6) with respect to occupational diseases occurring on and**
 30 **after July 1, 2002, and before July 1, 2003:**
 31 **(A) not more than eight hundred twenty-two dollars**
 32 **(\$822); and**
 33 **(B) not less than seventy-five dollars (\$75);**
 34 **(7) with respect to occupational diseases occurring on and**
 35 **after July 1, 2003, and before July 1, 2004:**
 36 **(A) not more than eight hundred fifty-two dollars (\$852);**
 37 **and**
 38 **(B) not less than seventy-five dollars (\$75); and**
 39 **(8) with respect to occupational diseases occurring on and**
 40 **after July 1, 2004:**
 41 **(A) not more than eight hundred eighty-two dollars (\$882);**
 42 **and**



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

(l) The maximum compensation that shall be paid for occupational disease and its results under any one (1) or more provisions of this chapter with respect to disability or death occurring:

- (1) on and after July 1, 1974, and before July 1, 1976, shall not exceed forty-five thousand dollars (\$45,000) in any case;
- (2) on and after July 1, 1976, and before July 1, 1977, shall not exceed fifty-two thousand dollars (\$52,000) in any case;
- (3) on and after July 1, 1977, and before July 1, 1979, may not exceed sixty thousand dollars (\$60,000) in any case;
- (4) on and after July 1, 1979, and before July 1, 1980, may not exceed sixty-five thousand dollars (\$65,000) in any case;
- (5) on and after July 1, 1980, and before July 1, 1983, may not exceed seventy thousand dollars (\$70,000) in any case;
- (6) on and after July 1, 1983, and before July 1, 1984, may not exceed seventy-eight thousand dollars (\$78,000) in any case; and
- (7) on and after July 1, 1984, and before July 1, 1985, may not exceed eighty-three thousand dollars (\$83,000) in any case.

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

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

(o) The maximum compensation with respect to disability or death occurring on and after July 1, 1990, and before July 1, 1991, that shall be paid for occupational disease and the results thereof under this chapter or under any combination of its provisions may not exceed one

C
o
p
y



- 1 hundred forty-seven thousand dollars (\$147,000) in any case.
- 2 (p) The maximum compensation with respect to disability or death
3 occurring on and after July 1, 1991, and before July 1, 1992, that shall
4 be paid for occupational disease and the results thereof under this
5 chapter or under any combination of the provisions of this chapter may
6 not exceed one hundred sixty-four thousand dollars (\$164,000) in any
7 case.
- 8 (q) The maximum compensation with respect to disability or death
9 occurring on and after July 1, 1992, and before July 1, 1993, that shall
10 be paid for occupational disease and the results thereof under this
11 chapter or under any combination of the provisions of this chapter may
12 not exceed one hundred eighty thousand dollars (\$180,000) in any case.
- 13 (r) The maximum compensation with respect to disability or death
14 occurring on and after July 1, 1993, and before July 1, 1994, that shall
15 be paid for occupational disease and the results thereof under this
16 chapter or under any combination of the provisions of this chapter may
17 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
18 any case.
- 19 (s) The maximum compensation with respect to disability or death
20 occurring on and after July 1, 1994, and before July 1, 1997, that shall
21 be paid for occupational disease and the results thereof under this
22 chapter or under any combination of the provisions of this chapter may
23 not exceed two hundred fourteen thousand dollars (\$214,000) in any
24 case.
- 25 (t) The maximum compensation that shall be paid for occupational
26 disease and the results of an occupational disease under this chapter or
27 under any combination of the provisions of this chapter may not exceed
28 the following amounts in any case:
- 29 (1) With respect to disability or death occurring on and after July
30 1, 1997, and before July 1, 1998, two hundred twenty-four
31 thousand dollars (\$224,000).
- 32 (2) With respect to disability or death occurring on and after July
33 1, 1998, and before July 1, 1999, two hundred thirty-four
34 thousand dollars (\$234,000).
- 35 (3) With respect to disability or death occurring on and after July
36 1, 1999, and before July 1, 2000, two hundred forty-four thousand
37 dollars (\$244,000).
- 38 (4) With respect to disability or death occurring on and after July
39 1, 2000, **and before July 1, 2001**, two hundred fifty-four
40 thousand dollars (\$254,000).
- 41 **(5) With respect to disability or death occurring on and after**
42 **July 1, 2001, and before July 1, 2002, two hundred sixty-four**



1 **thousand dollars (\$264,000).**

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

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

8 **(8) With respect to disability or death occurring on and after**
 9 **July 1, 2004, two hundred ninety-four thousand dollars**
 10 **(\$294,000).**

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

37 (v) For all disabilities occurring on and after July 1, 1985, "average
 38 weekly wages" means the earnings of the injured employee during the
 39 period of fifty-two (52) weeks immediately preceding the disability
 40 divided by fifty-two (52). If the employee lost seven (7) or more
 41 calendar days during the period, although not in the same week, then
 42 the earnings for the remainder of the fifty-two (52) weeks shall be



C
O
P
Y

1 divided by the number of weeks and parts of weeks remaining after the
 2 time lost has been deducted. If employment before the date of disability
 3 extended over a period of less than fifty-two (52) weeks, the method of
 4 dividing the earnings during that period by the number of weeks and
 5 parts of weeks during which the employee earned wages shall be
 6 followed if results just and fair to both parties will be obtained. If by
 7 reason of the shortness of the time during which the employee has been
 8 in the employment of the employer or of the casual nature or terms of
 9 the employment it is impracticable to compute the average weekly
 10 wages for the employee, the employee's average weekly wages shall be
 11 considered to be the average weekly amount that, during the fifty-two
 12 (52) weeks before the date of disability, was being earned by a person
 13 in the same grade employed at the same work by the same employer or,
 14 if there is no person so employed, by a person in the same grade
 15 employed in that same class of employment in the same district.
 16 Whenever allowances of any character are made to an employee
 17 instead of wages or a specified part of the wage contract, they shall be
 18 considered a part of the employee's earnings.

19 (w) The provisions of this article may not be construed to result in
 20 an award of benefits in which the number of weeks paid or to be paid
 21 for temporary total disability, temporary partial disability, or permanent
 22 total disability benefits combined exceeds five hundred (500) weeks.
 23 This section shall not be construed to prevent a person from applying
 24 for an award under IC 22-3-3-13. However, in case of permanent total
 25 disability resulting from a disablement occurring on or after January 1,
 26 1998, the minimum total benefit shall not be less than seventy-five
 27 thousand dollars (\$75,000).

C
O
P
Y



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

C
O
P
Y



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)

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.

C
o
p
y



SENATE MOTION

Mr. President: I move that Senate Bill 52 be amended to read as follows:

Page 11, line 29, delete "or an affirmative finding of a hearing officer concerning".

Page 11, line 30, delete "the disability".

Page 11, line 30, delete "disability." and insert "**, unless a member of the worker's compensation board determines, based upon other clear and convincing evidence, that due to the severity and nature of the injury, temporary total disability or temporary partial disability is obvious without medical opinion evidence of disability.**".

Page 31, between lines 27 and 28, begin a new paragraph and insert: "SECTION 12. IC 22-3-3-32 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 32. The provisions of this article may not be construed to result in an award ~~of~~ **or series of awards for** benefits in which the number of weeks paid and to be paid for temporary total disability, temporary partial disability, or permanent total disability combined exceeds five hundred (500) weeks. This section shall not be construed to prevent a person who is permanently totally disabled from applying for an award under IC 22-3-3-13. However, in case of permanent total disability resulting from an injury occurring on or after January 1, 1998, the minimum total benefit shall not be less than seventy-five thousand dollars (\$75,000).".

Page 63, line 10, reset in roman "However, in case of permanent total".

Page 63, reset in roman lines 11 through 13.

Renumber all SECTIONS consecutively.

(Reference is to SB 52 as printed January 28, 2000.)

HARRISON

C
O
P
Y

