

Settling Your Claim

This presentation will discuss the rights you give up by entering into a settlement agreement



You may be able to find an attorney to review your claim or give you advice about your settlement. Many attorneys won't charge for this service.

The Division of Workers' Compensation can give you a list of attorneys who handle cases like yours.

Settlements

Settlement agreements are not final until they are approved by the Division of Workers' Compensation. Before your agreement is approved, the Division needs to make sure you understand it. This is called an "advisement."

Advisement

- The settlement advisement is a process that answers your questions about the settlement. However, you will not be provided with legal advice.
- You have a right to request a personal, individual advisement.
- If you don't want a personal advisement, you must review this presentation.

You have a choice

Personal Advisement

- You will speak to a judge or attorney either in-person or on the phone.
- You can ask questions about the settlement, but **WILL NOT** receive legal advice.

On-Line Advisement

- You don't have any opportunity to ask questions.
- Your settlement will be approved three days after it is submitted to the Division.

Advisement

- If you have any questions about your settlement, you can request to speak with a judge or attorney from the Division of Workers' Compensation.
- If you don't have any questions, you can certify (promise under oath) that you have watched this presentation and that you understand your rights.

Advisement

- If you choose an on-line advisement, but then decide that you want to speak to a judge or attorney about your settlement, you have three days from the date you sign the documents to change your mind.
- Call the Division of Workers' Compensation at (303)318-8600 to schedule an appointment.

Benefits

Settling your claim means you are no longer entitled to any benefits. This section will discuss some of the benefits you might be giving up.

Temporary Disability

While you are off work and recovering from your injury you may be entitled to temporary disability benefits.

- This is a weekly payment made to you, which helps replace wages you are losing as a result of the injury
- This payment continues until your doctor says you can go back to work or says there is no more treatment that will improve your condition.

Temporary Disability

Once your settlement is approved, any temporary disability benefits you are currently receiving will end!



If you have a dispute over the amount of any temporary benefits which you believe you should have received, by agreeing to this settlement you are giving up your right to have that dispute decided by a workers' compensation judge.

Permanent benefits

- You may be entitled to benefits to compensate you for any permanent physical disability you have suffered.
- The amount of benefits you could receive is based on an “impairment rating” determined by your doctor.

Impairment Rating

- An impairment rating is a percentage that represents the permanent physical disability you suffered from your injury.
- Your impairment rating (if you have one) is determined when you reach “maximum medical improvement.”

Maximum Medical Improvement

Maximum medical improvement means that you have recovered from your injury as much as you are likely going to.

Division Independent Medical Exams

- If you disagree with your impairment rating, you can request an examination from an independent doctor.
- If you still disagree after the independent exam, you can request a hearing and ask a judge to review your case.



By entering into this settlement you are giving up your right to a Division Independent Medical Examination and your right to prove to a workers' compensation judge that you are entitled to more benefits as a result of your permanent disability.

Lump Sums

- Permanent disability benefits are usually paid every two weeks, however you can request all or part of those benefits be paid in one lump sum (up to a maximum amount set by state law).
- If you request a lump sum, the amount of benefits you are eligible to receive will be reduced by about 4%.
- The reduction does not apply if you settle your claim

Permanent Total Disability

You may be injured so severely that you cannot do any kind of work. If that is the case, you might be entitled to permanent total disability benefits.



Permanent total disability is a weekly payment in the amount of two-thirds of your weekly wage and it could continue for the rest of your life. There is no maximum amount.



However, by entering into this settlement you are forever giving up your right to prove to a workers' compensation judge that you are permanently and totally disabled as the result of your injury.

Medical Benefits

You may be entitled to have the insurance company pay any medical and hospital bills that result from this injury.

- By entering into this settlement, however, you are agreeing that if you have any kind of medical bills from this injury in the future, you will not be able to have them paid by the insurance company or by the employer.
- *You* will be responsible for them yourself. If your condition becomes worse or if you need additional surgery or treatment, the workers' compensation insurer will not pay for it.

Disfigurement

If, as a result of your injury, you have a scar, a limp, amputation or other disfigurement you may be eligible for additional benefits. However, by settling your claim at this time you are giving up your right to any money for disfigurement.

Penalties

Sometimes an insurance company or employer handles your claim incorrectly and violates the law, the workers' compensation rules, or a judge's order. If that happens, you might be entitled to penalties against the insurance company or the employer.

- These penalties can be up to \$1,000 per day for every day the violation continued.

By entering into this settlement, however, you are giving up the right to prove you are entitled to payment of penalties based on how your claim was handled.

Reopening Your Case

Most workers' compensation claims do not end in a settlement. Instead, the doctor determines an impairment rating, the insurance company agrees to pay what the impairment rating is worth, and the case is closed. When this happens, you can still ask to reopen your case.



You can request to reopen your case:

- If your condition becomes worse or
- If a mistake was made

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- If your case is reopened, you could receive additional medical benefits, temporary disability benefits, and additional permanent impairment money.
 - If your condition becomes so bad that you could not perform any kind of work, then you could claim permanent total disability lifetime benefits.

Right to Reopen

However, by entering into this settlement you are giving up this right to reopen your case based on a worsening of condition and can never receive additional money, benefits or medical treatment for this injury unless you can prove the other side committed fraud or if there was a “mutual mistake of material fact.”

Mutual Mistake of Material Fact

- A mutual mistake of material fact means both sides made the same mistake and that it was something very important to the agreement.
- Your mistake that your future medical needs or disability is greater than you anticipated is not a mutual mistake of fact.

Unknown Injuries

- You may have unknown injuries, conditions, diseases or disabilities which are related to this claim. As a result, you may need additional medical treatment in the future.
- Once you settle your claim, you **FOREVER** waive the right to make any claim for additional benefits as a result of any unknown injuries, conditions, diseases or disabilities.

Unknown Injuries

Even if you don't know about it, an unknown injury related to this claim **IS NOT** a mutual mistake of material fact, and you **WILL NOT** be able to reopen your claim.

Other Benefits

This settlement may affect other benefits you are currently receiving or that you may become entitled to receive in the future from sources other than workers' compensation, including but not limited to, Medicare benefits.

In Summary:

By entering into this settlement agreement, you are *forever* giving up your right to prove to a workers' compensation judge that you are entitled to *any* and *all* of the following:

- *Temporary Disability* benefits
- *Permanent Disability* benefits
 - including *Permanent Total Disability*
- *Penalties*
- *Disfigurement*
- *Past and future Medical Benefits*
- *Right to Reopen* your claim unless you can prove fraud or a mutual mistake of material fact

Your benefits will stop!

- If you are currently receiving benefits, you will stop receiving those benefits when the settlement is approved.
- You will have to pay for or cancel any future medical appointments.

Still have Questions?

- ✓ Remember – you have a right to request a personal advisement from the Division of Workers' Compensation.
- ✓ If you have signed a settlement, you have three days to request a personal advisement.



You also always have the right to consult with an attorney. The Division of Workers' Compensation can give you a list of attorneys.



Finally...

If you have any other questions, you can call the
Division of Workers' Compensation at:

(303)318-8700