

BOARD POLICIES

CLAIMS

At the Workers' Compensation Board meeting held on May 18, 1983, the following policy was agreed upon and adopted.

No. 76 Damage or Loss of Eyeglasses

RE: The Workers' Compensation Act, Section 2(1) and 25.5.

Policy: The prime consideration will be whether or not the damage to a worker's glasses resulted from an accident arising out of and during the course of the worker's employment. The following are general guidelines used to determine responsibility.

General Guidelines

- (a) Entitlement will be extended where the glasses were being worn and damage or destruction results from an accident arising out of and during the course of employment.
- (b) Entitlement may be extended where:
 - (i) damage or destruction occurs as a result of putting on or taking off of necessary safety equipment, (e.g. goggles, helmets, etc.) or
 - (ii) damage or destruction results from a hazard of employment, (e.g. brushing away an insect or other reflexive protective movement), or
 - (iii) pitting or scratching results from an isolated unusual incident, or
 - (iv) the glasses, although not being worn, are damaged while remaining in the worker's possession having been removed due to a particular circumstance of employment, (e.g. sprayed with oil, fogging, etc.). This would also apply to contact lenses.
- (c) Entitlement will not usually be extended to include:
 - (i) damage or destruction which occurs as a result of the glasses falling from a worker's pocket, or
 - (ii) wear and tear of glasses even where such wear and tear is excessive by reason of the nature of the worker's employment (e.g. pitting of glasses over a period of time), or
 - (iii) damage or destruction of glasses following removal from the face for routine cleaning.

NOTE:

- Claims which do not conform to any of the foregoing will be determined on the basis of individual merit.
- Damaged or destruction should be confirmed by the employer.
- An application must be submitted prior to adjudication.

Repair and replacement

The following guidelines will apply to the repairing or replacing of damaged or destroyed glasses. Cost resulting from additional or different equipment or service will not normally be borne by the Board.

(a) Breakage of Frames Only

The Board will extend entitlement to cover the replacement of frames only, and no medical fee will be paid unless personal injury is also suffered or suspected. An exception to this limitation of entitlement might arise where the existing or damaged lenses could not be fitted into new frames.

(b) Breakage of One Lens Only

As a general rule, the Board will extend entitlement for the replacement of one lens only of the same type, style and description; and no refraction, medical fee, new frames and/or second lens is not available, and the correction can't be identified from the broken lens, then a refraction is indicated for replacement of the broken lens. Should this refraction indicate a change in correction of the broken lens, two lenses will be provided.

An exception to the replacement of one broken lens only will occur where the worker had ordinary unhardened lenses. If the worker wishes, the Board will provide complete new glasses with hardened lenses and refraction.

(c) Breakage of Frame and Lens Only

The previous paragraphs are applied together.

(d) Breakage of Frame and Two Lenses or Two Lenses

The Board will provide complete new glasses with infraction.

NOTE:

- The exact nature of the damage or destruction must be determined before re-imburement.
- The worker may pay for the repairs or replacement of the glasses and submit a receipt to the Board for refund or, the optical firm may bill the Board directly.

- Where the cost of repair or replacement is in excess of that allowed by the Board, the optical firm and/or the worker will be advised accordingly.
- The payment of insurance premiums on glasses or contact lenses is the responsibility of the worker.



B. Booth
Chairman

This Policy revokes Board Policy No. 4 (Claims) dated February 15, 1977.