

Adams, Helen

PROPERTY DAMAGE AS A RESULT OF "INDUSTRIAL ACCIDENT" (RCW 51.36.020)

Eyeglasses

The term "industrial accident" in RCW 51.36.020(4) includes an incident resulting only in property damage. Injury to the person is therefore not a prerequisite for compensation for the cost of repairing eyeglasses damaged in the course of employment. ...*In re Helen Adams, BIIA Dec., 39,929 (1971)*

Scroll down for order.

**BEFORE THE BOARD OF INDUSTRIAL INSURANCE APPEALS
STATE OF WASHINGTON**

1 **IN RE: HELEN ADAMS**) **DOCKET NO. 39,929**
2)
3 **CLAIM NO. G-202287**) **ORDER GRANTING RELIEF ON THE RECORD**
4

5 Appeal filed by the claimant on November 23, 1971, from an order issued by the Department of
6 Labor and Industries on November 12, 1971, rejecting her claim for benefits under the Industrial
7 Insurance Act. **REVERSED AND REMANDED.**
8

DECISION

9
10
11 From the record in this case it appears that the claimant on June 10, 1971, while in the course
12 of her employment with the Seattle School District, was pushing a cart through a door. The cart
13 dislodged a door stopper, causing the door to swing shut, and, in closing, to hit her glasses, thereby
14 breaking the lens. She apparently suffered no personal injury as a result of this accident. Her claim
15 for compensation for the cost of repairing her glasses was necessarily based on the pertinent
16 provisions of RCW 51.36.020, which provides that:
17
18

19 "When the injury to any workman is so serious as to require his being
20 taken from the place of injury to a place of treatment, his employer shall, at
21 the expense of the medical aid fund, furnish transportation to the nearest
22 place of proper treatment.
23

24 Every workman whose injury results in the loss of one or more limbs or
25 eyes shall be provided with proper artificial substitutes to be purchased by
26 the department at the expense of the accident fund. Every workman, who
27 suffers an injury to an eye producing an error of refraction, shall be once
28 provided, at the expense of the accident fund, proper and properly
29 equipped lenses to correct such error of refraction and his disability rating
30 shall be based upon the loss of sight before correction. Every workman,
31 whose accident results in damage to or destruction of an artificial limb, eye
32 or tooth, shall have same repaired or replaced at the expense of the
33 accident fund. Every workman whose eyeglasses or lenses are damaged,
34 destroyed, or lost as a result of an industrial accident shall have the same
35 restored or replaced at the expense of the accident fund. The accident
36 fund shall be liable only for the cost of restoring damaged eyeglasses to
37 their condition at the time of the accident. All mechanical appliances
38 necessary in the treatment of an injured workman, such as braces, belts,
39 casts and crutches, may be provided at the expense of the medical aid
40 fund and all mechanical appliances required as permanent equipment
41 after treatment has been completed shall continue to be provided or
42 replaced without regard to the date of injury or date treatment was
43 completed, notwithstanding any other provision of law, at the expense of
44 the accident fund. A workman, whose injury is of such short duration as to
45 bring him within the provisions of subsection (4) of RCW 51.32.090 shall
46 nevertheless receive during the omitted period medical, surgical and
47

1 hospital care and service and transportation under the provisions of the
2 chapter." (Emphasis added)
3

4 On November 11, 1971, the Department rejected her claim for the stated reason: "That the breakage
5 of the glasses was not the result of an industrial accident as defined by the Workman's Compensation
6 Act." As there is nothing in the Department file to indicate that the incident occurred in any manner
7 other than described by the claimant, it is obvious that the Department decided this incident, as
8 described did not constitute an "industrial accident". In reaching this conclusion, the department, we
9 believe, was in error. Since, however, we have in similar cases in the past concurred in this erroneous
10 judgment, we feel that we should explain our present position.
11

12 There is, in fact, no definition of the term industrial accident as such in the workmen's
13 Compensation Act. The rejection of claims for damaged eyeglasses where no injury to the person has
14 occurred has arisen from the error of considering accident as used in RCW 51.36.020 to be
15 synonymous with the notion of accident to the person included in the definition of injury which is
16 defined by RCW 51.08.100 as follows:
17

18 "Injury' means a sudden and tangible happening, of a traumatic nature,
19 producing an immediate or prompt result, and occurring from without, and
20 such physical conditions as result therefrom."
21

22 From this definition of injury it has been argued that in order for a workman to be compensated for
23 damaged on lost eyeglasses, "there must be an accident with some resulting physical harm to the
24 person's body."
25

26 It seems apparent, however, from a reading of the statute, that by using the term accident in the
27 underscored provision of RCW 51.36.020, quoted above, which together with the preceding sentence,
28 providing compensation for damage to artificial limbs, eyes or teeth, was added to the statute in 1959,
29 the legislature intended the broader, common meaning of accident rather than the restricted notion of
30 accident to the person contained in the statutory definition of injury. It should be noted that throughout
31 RCW 51.36.020 the term injury is used in the provisions necessarily involving injury to the person. It
32 can only be assumed that the term accident was advisedly used in the provisions added in 1959
33 dealing with damage to prostheses and eyeglasses.
34

35 Accident, in the sense of an incident that may give rise to legal liability, may, in its broad,
36 common meaning, be defined as an un-designed, unexpected happening that causes personal injury
37
38
39
40
41
42
43
44
45
46
47

1 or property damage. (See, for example, Hyer v. Inter-Insurance Exchange, 77 Cal. App. 343;246 P.
2 1055.)
3

4 From the foregoing considerations, we conclude that the claimant is entitled to compensation
5 from the accident fund in accordance with the provisions of RCW 51.36.020.
6

7 **ORDER**

8 Now, therefore, it is hereby ORDERED that the order of the Department of Labor and Industries
9 entered herein on November 12, 1971, be, and the same is hereby reversed, and this matter is
10 remanded to the Department with direction to allow the claim and to take such other action in
11 connection herewith as may be indicated and authorized or required by law.
12
13

14 Dated this 21st day of December, 1971.
15

16 BOARD OF INDUSTRIAL INSURANCE APPEALS
17

18 /s/
19 ROBERT C WETHERHOLT Chairperson
20

21 /s/
22 R.H. POWELL Member
23

24 /s/
25 R.M. GILMORE Member
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47