

an injury but the two parties don't agree as to its, let's say, its percentage, employee says 50 percent, employer says 20 percent, is that dispute a denial of compensability?

SENATOR ABBOUD: That would not be considered a denial of compensability.

SENATOR LANDIS: Okay. Same thing on the percentage of impairment, that same thing of 15 percent, 30 percent, that...they agree that there is impairment, that there is damage but they don't agree what the amount is.

SENATOR ABBOUD: If they don't agree on the amount of the level of disability, then that would not be a denial of compensability.

SENATOR LANDIS: Okay. Sometimes there will be two different courses of treatment, and one doc's...one doc will say, look, it's better to do this by heat treatment, and another one will say, no, you've got to do it by surgery. Both of them will agree treatment is appropriate, some treatment should go forward, it's due and owing, but there's a dispute between the two sides as to which of the medical treatments is reasonable. Is that a denial of compensability?

SENATOR ABBOUD: The dispute of the reasonableness of medical treatment disagreement among...between two medical providers would not be considered a denial of compensability.

SENATOR LANDIS: Okay. By the way, I agree with that analysis as well. There is a common practice in...

SENATOR HALL: One minute.

SENATOR LANDIS: ...a lawsuit and that is to file a general or a specific denial in a court pleading. I could be an employer who has agreed that I owe money, agree that you're injured, agree that there is going to be some amount, but my lawyer pretty commonly speaks in the court case in my pleadings a general denial or a specific denial. Does the general or specific denial in a formal pleading constitute a denial of compensability as far as you're using it in this amendment?

SENATOR ABBOUD: Under the terms of this amendment, a denial of compensability would not take place if there was a general or