

Did an injury arise out of and in the course of employment?

In order to be compensable under workers' compensation an injury must arise out of and in the course of employment. Although each factor is viewed as being separate, in reality, the court does not view them in isolation. The factors are so intertwined that they must be considered together. However, since the absence of one criterion could defeat a claim for workers' compensation it is important to distinguish the two.

Arising out of employment

The requirement that an injury arise out of employment refers to the origin, or cause, of the injury. An injury arises out of employment if it occurs because of the nature, conditions, obligations, or incidents of employment. The injury must arise out of work the employee is to do, or the service that he or she is to perform. An injury can arise out of employment even when the employee is acting outside the scope of his or her authority or is acting outside his or her line of duty. This is true when the employee's actions were reasonably related to the service that he or she is employed to render, and if it is done in the good faith furtherance of their employer's business.

In the course of employment

The requirement that an injury occur in the course of employment refers to the time, place and circumstances under which an accident takes place. An injury occurs in the course of employment if the accident occurs within the time period of employment, at a place where the employee may reasonably be, and while he or she is reasonably engaged in fulfilling the duties of employment or an act incidental to those duties. The questions to ask are whether the employee is doing his or her appointed work, whether he or she is doing it at a location other than that which the employer appointed, and if the employee adopted a method of performing the work that was not prescribed by the employer, or which was expressly forbidden. A note of caution – the fact that an employee exceeds authority or goes beyond usual duties does not automatically mean they were acting outside the course of employment. All factors must be considered.

Copyright © 1994-2006 FindLaw, a Thomson business

DISCLAIMER: This site and any information contained herein is intended for informational purposes only and should not be construed as legal advice. Seek competent legal counsel for advice on any legal matter.