

[J-199-98]
IN THE SUPREME COURT OF PENNSYLVANIA
EASTERN DISTRICT

GEORGE LUCEY	:	16 E.D. Appeal Dkt. 1998
	:	
	:	Appeal from the Order of the
v.	:	Commonwealth Court entered on October
	:	17, 1997 at 760 C.D. 1996 reversing in
	:	part and affirming in part the decision
WORKMEN'S COMPENSATION APPEAL	:	entered on February 29, 1996 by the
BOARD (VY-CAL PLASTICS & PMA	:	Workmen's Compensation Appeal Board
GROUP)	:	at A94-0049 affirming in part and
	:	reversing in part the decision of the
	:	referee
APPEAL OF: VY-CAL PLASTICS	:	
	:	ARGUED: October 20, 1998
VY-CAL PLASTICS CORPORATION,	:	17 E.D. Appeal Dkt. 1998
	:	
Appellant	:	Appeal from the Order of the
	:	Commonwealth Court entered on October
	:	17, 1997 at 891 C.D. 1996 reversing in
v.	:	part and affirming in part the decision
	:	entered on February 29, 1996 by the
	:	Workmen's Compensation Appeal Board
WORKMEN'S COMPENSATION APPEAL	:	at A94-0049 affirming in part and
BOARD (LUCEY),	:	reversing in part the decision of the
	:	referee
Appellee	:	
	:	ARGUED: October 20, 1998

CONCURRING OPINION

MR. JUSTICE SAYLOR

DECIDED: July 9, 1999

In my view, to allow claimant's attorney to settle with the medical provider and retain the difference for his benefit, or for the benefit of his client, would subvert the policy and scheme of the Workers' Compensation Act.

Under the Act, a claimant is compensated only for a decrease in earning power occasioned by a work-related injury, see Inglis House v. Workmen's Compensation Appeal Board (Reedy), 535 Pa. 135, 142, 634 A.2d 592, 595-96 (1993), and the obligation of an employer or its insurer related to medical treatment of a claimant is defined by reasonable and necessary medical expenses resulting from the work-related injury, see 77 P.S. §531.

In the present case, the \$30,000 difference between the costs of claimant's medical treatment and the amount paid by employer reflects neither a loss of earnings by claimant, nor an amount actually paid for the medical services he received. Therefore, the majority quite properly holds that employer is entitled to a credit for this money against claimant's future indemnity and medical benefits.

Mr. Justice Zappala joins this concurring opinion.