

EMPLOYER OR ITS INSURER PRECLUDES THE RIGHT OF THE COVERED EMPLOYEE OR THE DEPENDENTS OF THE COVERED EMPLOYEE TO PROCEED AGAINST THE SUBSEQUENT INJURY FUND ON THE CLAIM.

(E) SURVIVAL OF RIGHT TO PAYMENT.

IF AN INDIVIDUAL ENTITLED TO PAYMENT UNDER A FINAL COMPROMISE AND SETTLEMENT AGREEMENT DIES BEFORE THE INDIVIDUAL RECEIVES THE TOTAL AMOUNT PAYABLE, THE BALANCE PAYABLE IS AN ASSET OF THE ESTATE OF THE INDIVIDUAL.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 101, § 52.

In the introductory language of subsection (a) of this section, the words "current or future claim" are substituted for the former words "claims ... employee ... might then or thereafter have", for brevity.

In subsection (d)(2) of this section, the word "or" is substituted for the former word "and" since, in certain cases, a claimant may enter into an agreement with the employer or the insurer, but not both. See, e.g., Hanley v. Mulleneaux, 192 Md. 592 (1948).

In subsection (e) of this section, the words "asset of the estate of the individual" are substituted for the former words "asset in the hands of the personal representative of the deceased party to such final compromise and settlement", for brevity.

Defined terms: "Commission" § 9-101

"Covered employee" § 9-101

9-723. DEFENSES NOT AVAILABLE TO INSURER.

IN A PROCEEDING TO ENFORCE A CLAIM OF AN EMPLOYEE, AN INSURER MAY NOT ASSERT, AS A DEFENSE, THAT THE EMPLOYEE IS NOT A COVERED EMPLOYEE IF THE INSURER HAS ACCEPTED OR IS ENTITLED TO RECEIVE FROM THE EMPLOYER, ALONE OR IN CONJUNCTION WITH OTHER INSURANCE, A PREMIUM FOR WORKERS' COMPENSATION INSURANCE WITH RESPECT TO THE EMPLOYEE.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 101, § 65.

The word "insurer" is substituted for the former reference to the "Injured Workers' Insurance Fund" and an "insurance carrier", for brevity.

The phrase "is not a covered employee" is substituted for the former phrase "that the employment is excluded from the provisions of this article", to conform to terminology used throughout this title.