APPEAL NO. 012309
FILED NOVEMBER 9, 2001

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on August 23, 2001. The hearing officer determined that the respondent (claimant) was entitled to supplemental income benefits (SIBs) for the 21st quarter based on an inability to work and the claimant is entitled to reimbursement for travel expenses for medical treatment. The appellant (carrier) has appealed this determination on sufficiency of the evidence grounds. The claimant responded, urging that the hearing officer's determination be affirmed and contending that the proper carrier has not appealed the hearing officer's determinations.

DECISION

Affirmed.

REIMBURSEMENT FOR TRANSPORTATION

The hearing officer did not err when he determined that the claimant was entitled to reimbursement for travel expenses for medical treatment in (City 1) for the amount of $2,017.74. The claimant testified that there was only one medical doctor and only one chiropractor in the town in which he lived. The claimant also testified that the carrier had refused to pay the medical doctor so that doctor would not treat the claimant. The claimant did not wish to treat with the chiropractor because of a past experience with him. The claimant traveled to City 1, the closest town, which is more than 20 miles one way, for medical care and treatment.

Effective July 15, 2000, Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 134.6 (Rule 134.6), (which amends the old Rule 134.6) applies "to all dates of travel on or after July 15, 2000." The prior Rule 134.6 simply required that travel expenses for medical treatment be "reasonably necessary . . . to obtain appropriate and necessary medical care . . . ." The new amended version adds a requirement in Rule 134.6(b), which states:

> (b) An injured employee is entitled to reimbursement for travel expenses only if:
>
> > (1) medical treatment for the compensable injury is not reasonably available within 20 miles of the injured employee's residence[.]

The hearing officer determined that "medical treatment for the compensable injury is not reasonably available within 20 miles of the [claimant's] residence" and found that the claimant was entitled to reimbursement for his trips, which were all subsequent to_____.

ENTITLEMENT TO SIBS

The carrier also appeals the hearing officer's determination that the claimant is entitled to SIBs for the 21st quarter. The essence of the appeal is that the carrier disagrees with the weight that the hearing officer gave the evidence and that the claimant's own doctor said that he had the ability to work. An appeals-level body is not a fact finder, and does not normally pass upon the credibility of witnesses or substitute its own judgment for that of the trier of fact, even if the evidence would support a different result. National Union Fire Insurance Company of Pittsburgh, Pennsylvania v. Soto, 819 S.W.2d 619, 620 (Tex. App.-El Paso 1991, writ denied); American Motorists Insurance Co. v. Valentine, 867 S.W.2d 170 (Tex. App.-Beaumont 1993, no writ). The decision of the hearing officer will be set aside only if the evidence supporting the hearing officer's determination is so weak or against the overwhelming weight of the evidence as to be clearly wrong or manifestly unjust. Atlantic Mutual Insurance Company v. Middleman, 661 S.W.2d 182 (Tex. App.-San Antonio 1983, writ ref'd. n.r.e.).

While we cannot endorse the hearing officer's blanket statement that a peer review report is not a medical report for purposes of applying Rule § 130.102(d)(4), a trier of fact may consider whether a report done without an examination "shows" an ability of the injured worker to work. Likewise, the trier of fact must read medical reports as a whole; the fact that one statement is made that could be interpreted in isolation as a statement of ability to work should not overcome the full statement made by the doctor. In this case, both the treating doctor and required medial examination doctor have issued reports that, as a whole, make clear why the claimant is unable to work at any job.

JURISDICTION

Finally, the claimant's attorney, in the Response to the Carrier's Request for Review, contends that because the carrier's true corporate name is "Fulcrum Insurance Company" the appeal by carrier "(carrier)" does not invoke the jurisdiction of the Appeals Panel. We note that the claimant stipulated at the CCH that the employer had insurance with "carrier." The fact that a corporate name differs from the "doing business name" does not in and of itself indicate that the companies are not one and the same. We regard the information furnished by the carrier about the true corporate name and registered agent as subject to the same penalties for untruthful statements as is testimony.

According to the information furnished by the counsel for the carrier in the record of this case, the true corporate name of the insurance carrier is **FULCRUM INSURANCE COMPANY** and the name and address of its registered agent for service of process is

JOSE MONTEMAYOR
TEXAS DEPARTMENT OF INSURANCE
333 GUADALUPE
AUSTIN, TEXAS 78701.

Susan M. Kelley
Appeals Judge

CONCUR:

Judy L. S. Barnes
Appeals Judge

Gary L. Kilgore
Appeals Judge