This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq*. (1989 Act). A contested case hearing was held on May 28, 2002. The hearing officer resolved the disputed issue by deciding that the compensable injury on _____, does extend to include a left knee torn ligament but does not extend to include a right knee cartilage tear. The appellant/cross-respondent (carrier) filed a conditional appeal challenging the determination regarding the left knee. The resondent/cross-appellant (claimant) responded, urging affirmance. The claimant appealed the extent-of-injury determination regarding the right knee. The carrier argues in its response that the challenged determination is supported by sufficient evidence.

DECISION

Affirmed.

The sole issue at the hearing was extent of injury. The hearing officer did not err in reaching the complained-of determination. The issue involved questions of fact for the hearing officer to resolve. The hearing officer is the sole judge of the weight and credibility of the evidence (Section 410.165(a)) and, as the trier of fact, resolves the conflicts and inconsistencies in the evidence, including the medical evidence (Texas Employers Insurance Association v. Campos, 666 S.W.2d 286 (Tex. App.-Houston [14th Dist.] 1984, no writ)). In view of the evidence presented, we cannot conclude that the hearing officer's determination on extent of injury is so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Cain v. Bain, 709 S.W.2d 175 (Tex. 1986).

We affirm the decision and order of the hearing officer.

The true corporate name of the insurance carrier is **AMERICAN HOME ASSURANCE COMPANY** and the name and address of its registered agent for service of process is

CORPORATION SERVICE COMPANY
800 BRAZOS, SUITE 750, COMMODORE 1
AUSTIN, TEXAS 78701.

_____
Michael B. McShane
Appeals Judge

CONCUR:

_____
Judy L. S. Barnes
Appeals Judge

_____
Elaine M. Chaney
Appeals Judge