APPEAL NO. 041750
FILED SEPTEMBER 7, 2004

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 June 16, 2004. The hearing officer determined that: (1) the compensable injury of _____, extends to include degenerative joint disease and/or arthritis of the left knee after (subsequent date of injury); and (2) the compensable injury of (subsequent date of injury), does not extend to or include degenerative joint disease and/or arthritis of the left knee. The appellant (carrier) appeals these determinations on sufficiency of the evidence grounds. Respondent 1 (claimant) and respondent 2 (self-insured) urge affirmance.

DECISION

Affirmed.

The hearing officer did not err in making the complained-of determinations. The determinations 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 determinations are 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, 176 (Tex. 1986).

In its appeal, the carrier asserts:

> The Hearing Officer correctly states in Finding of Fact 1d that the compensable injury of _____ did extend and include to an aggravation of preexisting arthritis and degenerative joint disease. The Hearing Officer incorrectly states in Findings of Fact 6 and 7, however, that the arthritis and degenerative joint disease were "compensable." Carrier accepted only an aggravation of these underlying preexisting conditions for the _____ injury. This does not make the preexisting condition compensable.
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> * * * *
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> The fact that Carrier has accepted an aggravation of a preexisting condition does not make the Carrier liable for treatment related to that preexisting condition for the Claimant's lifetime.

We note that in Cooper v. St. Paul Fire & Marine Insurance Company, 985 S.W.2d 614 (Tex. App.-Amarillo 1999, no pet.), the court held that "to the extent that the aggravation of a prior injury caused damage or harm to the physical structure of the employee, it can reasonably be said that the resulting condition fell within the literal and plain meaning of 'injury' as defined by the 71st Legislature" and that "the legislature intended the meaning of 'injury' to include the aggravation of preexisting conditions or injuries." *See also* Peterson v. Continental Casualty Company, 997 S.W.2d 893 (Tex. App.-Houston [1st Dist.] 1999, no pet.) (where the court held that the aggravation of a preexisting condition is a compensable injury for purposes of the 1989 Act). Additionally, we note that the claimant is entitled to lifetime medical benefits, pursuant to Section 408.021, which are defined as "all health care reasonably required by the nature of the injury as and when needed."

The decision and order of the hearing officer is affirmed.

The true corporate name of the insurance carrier is **TRAVELERS INDEMNITY COMPANY OF CONNECTICUT** and the name and address of its registered agent for service of process is

CT CORPORATION
350 NORTH ST. PAUL
DALLAS, TEXAS 75201.

The true corporate name of the insurance carrier is **(a self-insured governmental entity)** and the name and address of its registered agent for service of process is

RE
(ADDRESS)
(CITY), TEXAS (ZIP CODE).

_____
Edward Vilano
Appeals Judge

CONCUR:

_____
Elaine M. Chaney
Appeals Judge

_____

Margaret L. Turner
Appeals Judge