

APPEAL NO. 101045
FILED SEPTEMBER 30, 2010

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 July 7, 2010. The issues before the hearing officer were:

- (1) Did Liberty Mutual Insurance Company provide workers' compensation insurance coverage for (employer) on _____?
- (2) Did the appellant (claimant) have disability from July 9, 2009, to the present, resulting from the compensable injury sustained on _____?

The hearing officer determined that the parties agreed the respondent (carrier) did not owe interest on unpaid Texas workers' compensation benefits because the claimant received (state) workers' compensation benefits for that time period from the same carrier, and that the parties agreed and stipulated that the carrier provided workers' compensation coverage for the employer on _____.

The claimant appealed that portion of the agreement and the decision which states, "because [the] [c]laimant received [(state)] workers' compensation benefits for that time period from the same carrier," contending that the hearing officer incorrectly recited the parties' agreement in his decision. The appeal file does not contain a response from the carrier. The parties' agreement regarding the proper carrier was not appealed and has become final pursuant to Section 410.169.

DECISION

Reversed and rendered.

The hearing officer's decision that the parties agreed that the carrier did not owe interest on unpaid Texas workers' compensation benefits because the claimant received (state) workers' compensation benefits for that time period from the same carrier does not accurately reflect the parties' agreement. A review of the record of the July 7, 2010, CCH establishes that the agreement was as follows:

Claimant's attorney: The claimant is agreeing to waive the interest payment for any past due disability. And it's my understanding that the carrier is agreeing to pay future benefits pursuant to the Act.

Carrier's attorney: I think only on the first point on the first issue with regard to the [(state)] claim, because an [(state)] claim has already been initiated, not by [the claimant], but by the employer and [c]arrier, we - - we need to actually withdraw the [(state)] claim, so we're going to have to file

something in [(state)] that will result in dismissal of the [(state)] claim, and that's - - with that amendment, everything else [the] [c]arrier agrees to as stated by [the claimant's attorney].

Consequently, the hearing officer erred in his determination of the parties' agreement referencing that the rationale for waiving interest was "because [the] [c]laimant received [(state)] workers' compensation benefits for that time period from the same carrier." We reverse that portion of the hearing officer's determination by striking so much of that determination and of the decision which refers to "because [the] [c]laimant received [(state)] workers' compensation benefits for that time period from the same carrier." We render a new decision that the parties agreed that the carrier did not owe interest on unpaid Texas workers' compensation benefits.

The true corporate name of the insurance carrier is **LIBERTY INSURANCE CORPORATION** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY
211 EAST 7TH STREET, SUITE 620
AUSTIN, TEXAS 78701.**

Cynthia A. Brown
Appeals Judge

CONCUR:

Thomas A. Knapp
Appeals Judge

Margaret L. Turner
Appeals Judge