

APPEAL NO. 110622
FILED JULY 5, 2011

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 April 5, 2011, in [City], Texas, with [hearing officer] presiding as hearing officer.

The hearing officer resolved the disputed issues by determining that: (1) the appellant (claimant) sustained disability beginning on May 11, 2009, and continuing through June 25, 2009, and at no other time; and (2) the claimant's injury sustained on _____, extends to the left and right wrists (sprain/strain), depression, and left knee meniscus tear with chondromalacia. The claimant appealed that portion of the hearing officer's disability determination that the claimant sustained disability at no other time after June 25, 2009, because the determination exceeded the scope of the disputed disability issue as modified by agreement of the parties. The claimant contended that the disability issue was amended at the CCH by agreement of the parties to read: "[d]id the claimant have disability for the period from a compensable injury sustained on _____, beginning on May 11, 2009, and continuing through June 25, 2009." The respondent (carrier) responded, urging affirmance because "the parties did discuss other periods of time" at the CCH, although it acknowledged in its response that the parties did agree at the CCH to limit the disputed issue of disability to the specific period of May 11, 2009, through June 25, 2009.

The hearing officer's determination that the claimant sustained disability beginning on May 11, 2009, and continuing through June 25, 2009, has not been appealed and has become final pursuant to Section 410.169.

The hearing officer's determination that the claimant's injury sustained on _____, extends to the left and right wrists (sprain/strain), depression, and left knee meniscus tear with chondromalacia has not been appealed and has become final pursuant to Section 410.169.

DECISION

Reversed and rendered as reformed.

The parties stipulated that the claimant sustained a compensable injury on _____. The claimant testified that due to her work injury, she was unable to work and earned no wages during the period from May 11, 2009, through June 25, 2009.

A review of the recording of the CCH held on April 5, 2011, reflects that both parties agreed to the disputed disability issue as follows: "[d]id the claimant have disability resulting from a compensable injury sustained on _____, from May 11, 2009, through June 25, 2009?" There was no motion or agreement by the parties

during the CCH to amend the disability issue a second time to re-define the period of disability in dispute.

The hearing officer made a disability determination for a period of time after June 25, 2009. We find that the hearing officer exceeded her authority in making the determination that the claimant sustained disability "at no other time" after June 25, 2009. We reverse the hearing officer's conclusion of law and decision by striking the phrase "at no other time" which exceeds the scope of the issue before the hearing officer. We render a new decision as reformed that the claimant sustained disability beginning May 11, 2009, and continuing through June 25, 2009.

The true corporate name of the insurance carrier is **HARTFORD INSURANCE COMPANY OF THE MIDWEST** 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 78701-3232.**

Cynthia A. Brown
Appeals Judge

CONCUR:

Thomas A. Knapp
Appeals Judge

Margaret L. Turner
Appeals Judge