

APPEAL NO. 131971
FILED OCTOBER 10, 2013

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 July 23, 2013, in [City], Texas, with [hearing officer] presiding as hearing officer. The hearing officer resolved the disputed issues by deciding that: (1) the compensable injury extends to a right wrist injury, including a fracture; (2) the appellant/cross-respondent (claimant) has not reached maximum medical improvement (MMI); (3) since the claimant has not reached MMI, an impairment rating (IR) is premature; (4) the employer did not tender a bona fide offer of employment (BFOE) to the claimant; and (5) the claimant had disability only beginning on November 16, 2012, and continuing to but not through March 22, 2013.

The claimant appealed that portion of the hearing officer's disability determination that was adverse to him. The respondent/cross-appellant (carrier) responded, urging affirmance of that portion of the hearing officer's disability determination that was not favorable to the claimant. The carrier cross-appealed disputing the hearing officer's MMI, IR, and remaining disability determinations. Also, the carrier appealed the hearing officer's extent-of-injury determination of a right wrist fracture, and contended that the hearing officer's extent-of-injury determination exceeded the scope of the issue by including a right wrist injury. The hearing officer's BFOE determination was not appealed, and that determination has become final pursuant to Section 410.169.

DECISION

Affirmed as reformed.

MMI, IR, AND DISABILITY

The hearing officer's determinations that: (1) the claimant has not reached MMI; (2) since the claimant has not reached MMI, an IR is premature; and (3) the claimant had disability only beginning on November 16, 2012, and continuing to but not through March 22, 2013, are supported by sufficient evidence and are affirmed.

EXTENT OF INJURY

At issue in this case was whether the compensable injury of [date of injury], extends to a right wrist fracture. The hearing officer in Findings of Fact No. 4 states that "[t]he claimed right wrist fracture arose out of or naturally flowed from the [date of injury], compensable injury." That finding is supported by the evidence. However, in Conclusion of Law No. 3 and the decision, the hearing officer determined that the

compensable injury extends to a right wrist injury, including a fracture. Since the only extent-of-injury condition at issue before the hearing officer was a right wrist fracture, the hearing officer's determination that the compensable injury extends to a right wrist injury including a fracture could be read as addressing more than the only condition before him. Accordingly, we affirm by reforming the hearing officer's decision by striking "injury, including a" as surplusage language in Conclusion of Law No. 3 and the decision, to read as: "the compensable injury of [date of injury], extends to a right wrist fracture."

The true corporate name of the insurance carrier is **ACCIDENT FUND INSURANCE COMPANY OF AMERICA** and the name and address of its registered agent for service of process is

**CT CORPORATION SYSTEM
350 NORTH ST. PAUL STREET, SUITE 2900
DALLAS, TEXAS 75201-4234.**

Veronica L. Ruberto
Appeals Judge

CONCUR:

Carisa Space-Beam
Appeals Judge

Margaret L. Turner
Appeals Judge