

MEDICAL CONTESTED CASE HEARING NO. 14007

DECISION AND ORDER

This case is decided pursuant to Chapter 410 of the Texas Workers' Compensation Act and Rules of the Division of Workers' Compensation adopted thereunder.

ISSUES

A contested case hearing was opened on September 12, 2013 with the record closing on September 30, 2013 to decide the following disputed issue:

Is the preponderance of the evidence contrary to the decision of the Independent Review Organization (IRO) that the Claimant is not entitled to a wheelchair accessible vehicle for the compensable injury of (Date of Injury)?

PARTIES PRESENT

Petitioner/Claimant personally appeared and was represented by MS, attorney.
Respondent/Carrier appeared and was represented by SS, attorney.

AGREEMENT

The parties reached an agreement. The agreement resolves only the issue to be decided at this hearing. The agreement does not resolve all issues with regard to this claim and is not a settlement.

In this decision, this Agreement section includes findings of fact and the Decision section constitutes the conclusions of law.

The Hearing Officer found:

- A. Carrier delivered to Claimant a single document stating the true corporate name of Carrier, and the name and street address of Carrier's registered agent, which was admitted into evidence as Hearing Officer's Exhibit Number 1.

Including stipulations entered into on September 12, 2013, and the written agreement signed by the parties and admitted into in the record, the parties agreed as follows:

1. The Texas Department of Insurance, Division of Workers' Compensation, has jurisdiction to hear this case.
2. Venue is proper in the (City) Field Office.

3. On (Date of Injury), Claimant was the employee of (Employer), Employer.
4. On (Date of Injury), Employer provided workers' compensation insurance with Insurance Co. of the State of PA, Carrier.
5. On (Date of Injury), the Claimant sustained a compensable injury in the form of C7 quadriplegia while in the course and scope of his employment with (Employer).
6. The parties agree that preponderance of the medical evidence is not contrary to the IRO decision that the purchase of a wheelchair accessible vehicle is not medically reasonable and necessary, but they also agree that while the Carrier is not liable for the purchase of a new vehicle, the Carrier will make a one-time payment in the amount of \$7,500.00 to assist the Claimant with the purchase of a new vehicle. It is expressly understood by all parties that this one-time payment is in no way an admission of liability or an obligation of the Carrier in either the present controversy or in the future.

DECISION AND ORDER

The parties agree that preponderance of the medical evidence is not contrary to the IRO decision that the purchase of a wheelchair accessible vehicle is not medically reasonable and necessary, but they also agree that while the Carrier is not liable for the purchase of a new vehicle, the Carrier will make a one-time payment in the amount of \$7,500.00 to assist the Claimant with the purchase of a new vehicle. It is expressly understood by all parties that this one-time payment is in no way an admission of liability or an obligation of the Carrier in either the present controversy or in the future.

It is so **ORDERED**.

The true corporate name of the insurance carrier is **INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**, and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY
211 EAST 7TH STREET, STE. 620
AUSTIN, TX 78701-3218**

Signed this 1st day of October, 2013.

Patrice Fleming-Squirewell
Hearing Officer