

APPEAL NO. 032068
FILED SEPTEMBER 16, 2003

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 1, 2003. The hearing officer determined that good cause does not exist to relieve the appellant (claimant) from the effects of the Benefit Dispute Agreement (TWCC-24) signed on January 16, 2003. The claimant appeals this determination. The respondent (carrier) urges affirmance.

DECISION

Affirmed.

We first address the claimant's assertion that the hearing officer erred by not admitting Claimant's Exhibit Nos. 53 and 55. To obtain a reversal based upon the asserted error the claimant must show that not only was the admission of the documents error but that the error was reasonably calculated to cause and probably did cause the rendition of an improper decision. Hernandez v. Hernandez, 611 S.W.2d 732 (Tex. Civ. App.-San Antonio 1981, no writ). Upon our review, we find no reversible error.

The hearing officer did not err in determining that the claimant is not relieved of the effects of the agreement signed on January 16, 2003. Section 410.030 provides that an agreement signed in accordance with Section 410.029, regarding Benefit Review Conference Agreements, is binding on an unrepresented claimant through the conclusion of all matters relating to the claim, unless the Texas Workers' Compensation Commission (Commission) finds good cause to relieve the claimant of the effects of the agreement. The hearing officer considered the evidence and determined that the claimant failed to establish good cause to set aside the agreement. In view of the evidence presented, we cannot conclude that the hearing officer abused his discretion or otherwise erred in determining that the claimant is not relieved of the effects of the agreement signed on January 16, 2003. Morrow v. H.E.B., 714, S.W.2d 297 (Tex. 1986).

The claimant also asserts that the agreement is not binding under contract law, and that he was not "informed of basic Texas Statutes and [Commission] rules and regulations" prior to signing the agreement. The claimant did not raise these issues at the hearing below, and we will not address them for the first time on appeal.

The decision and order of the hearing officer are affirmed.

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

**TIG SPECIALTY INSURANCE
ATTN: BOB KNOWLES
5205 NORTH O'CONNOR BOULEVARD
IRVING, TEXAS 75039.**

Edward Vilano
Appeals Judge

CONCUR:

Elaine M. Chaney
Appeals Judge

Gary L. Kilgore
Appeals Judge