GAO

United States
General Accounting Office
Washington, D.C. 20548

Office of the General Counsel

B-265971

January 25, 1996

Mr. Robert D. Walker
Claims Adjuster
American Van Services, Inc.
P.O. Box 2317
Fort Walton Beach, FL 32549

Dear Mr. Walker:

This is in response to your August 21, 1995, letter appealing settlement Z-2862118-66 dated August 14, 1995, of our Claims Group regarding the shipment of household goods of Francis Bruno under GBL SP-197-332 and the resulting damage to the goods.

A chair (Inventory 115) sustained a damaged right arm for which you concede liability for the $175 repair cost, but you object to a total refinishing of the chair at an additional cost of $100 since there was preexisting damage which will also be repaired during the refinishing. We find it reasonable that following the repair of the arm, the chair would have to be refinished so that the newly repaired arm matches the rest of the chair. The fact that some preexisting damage may be repaired incidental to the repair of transit damage does not diminish the carrier's liability where the carrier has not demonstrated that the additional cost for doing so is ascertainable. American Van Services, Inc., B-256229, Sept. 8, 1994. No such showing has been made here.

An artificial flower arrangement (Inventory 161) was crushed and the owner obtained a detailed estimate of $150 for replacement, listing the specific flowers to be used in the arrangement, which you dispute may not reflect the original arrangement's composition or that it could not be repaired. You have submitted no evidence beyond your allegation to support your claim. You did not avail yourself of your right to inspect the damaged arrangement, which might have yielded evidence to support your argument. No refund is due for this item.

A glass picture frame (Inventory 28) was shattered and the replacement cost was $30 which you contend is excessive for simply replacing a piece of 18" by 12" glass. However, on the DD Form 1844, the member also noted that the picture contained in the frame could not be found. Therefore, the value of the entire picture was considered in the replacement cost. No refund is due.

Four unframed posters (Inventory 82) were torn and wrinkled and valued at $30 each replacement value. You argue that there was no proof that the wrinkles and tears were severe enough to warrant replacement and challenge the replacement value since it appears that the original acquisition cost on the member's analysis chart was altered from $20 to $30. We find that when inexpensive unframed posters are torn or wrinkled, replacement rather than repair is reasonable. Regarding the change in the acquisition price, we do not know why such a change was made. However, the member signed the form acknowledging the penalties for filing a false claim and since you have submitted no evidence that the value was wrong, no refund is due.

Sincerely yours,

/s/Seymour Efros
for Robert P. Murphy
General Counsel

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DIGEST

When repairing damage to household goods (refinishing chair) caused by carrier, the fact that preexisting damage may also be repaired, where cost of repairing such damage is not ascertainable, is not objectionable. Also, where carrier disputes amount of repair estimates but offers no evidence other than allegations, carrier has not carried its burden of proof.