



UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

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OFFICE OF GENERAL COUNSEL

June 20, 1980

B-197519

*Claim For Damages Resulting from Auto
Accid*

Mr. Daggett F. Darrough
4065 S. Braeswood
Apartment No. 126
Houston, Texas 77025

Dear Mr. Darrough:

This is in response to your claim, submitted jointly with your insurer, Dairyland Insurance Company, for damages resulting from an automobile accident which occurred on December 13, 1979, in Houston, Texas, involving Ms. Catherine McKee, an employee of the General Accounting Office. The total cost of repairs to your vehicle as a result of the accident was \$993.88. You were insured with Dairyland under a \$200 deductible policy. Dairyland, as your subrogee, has claimed \$793.88, the amount it paid to you under the policy. Dairyland's claim is being treated separately.

Your claim totals \$638 and consists of the following three items: (1) the deductible portion of your insurance policy (\$200), (2) loss of time from work (\$128), and (3) car rental expenses (\$310).

The record shows that the accident occurred when Ms. McKee, the General Accounting Office employee, collided with your pick-up truck, causing considerable damage to both vehicles. Ms. McKee was traveling east on South Loop West in the second lane from the right at approximately 6:45 a.m. It was dark and raining. You were traveling behind Ms. McKee in the third lane from the right. Ms. McKee suddenly applied her brakes to avoid hitting a truck ahead of her which had suddenly applied its brakes, and in doing so, her vehicle went into a skid and spun 180° to the left. She skidded into the inner lane and collided with your vehicle, causing damage to the front end of both vehicles.

An examination of the evidence indicates that you are entitled to the \$200 deductible portion of your insurance policy, since you incurred this expense to have your truck repaired. With respect to loss of time from work, you have claimed \$128, presumably representing two days' salary. By letter dated March 24, 1980, we asked you to provide additional information concerning the loss of time from work. Specifically, we asked you to furnish evidence that the loss of time from work necessarily resulted from the accident, and that the amount claimed represented your actual salary. Since you did not provide this information, this portion of the claim must be disallowed.

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The car rental item is a little more complicated. Normally, car rental is viewed as primarily an item of convenience and therefore is not allowable. However, you have stated that there is no public transportation available to you, and that a vehicle is necessary for you to get to and from work. Therefore, since transportation is necessary to enable you to earn your livelihood, car rental costs for a reasonable period of time may be allowed. The documents you submitted indicate that you had the rental car for 25 days, from December 14, 1979 to January 7, 1980. Since 25 days seemed a bit excessive to us, we asked you in our March 24 letter to furnish evidence to support this period of time, to which you failed to respond. We still think 25 days is excessive, and we note further that the 25-day period in question included a number of weekends and holidays on which you presumably did not work. Accordingly, we think \$250 is a reasonable allowance for the car rental item.

Therefore, we are prepared to offer you the sum of \$450 (the \$200 deductible plus \$250 for car rental expenses) in final settlement of your claim. If you are willing to accept this offer, please sign the enclosed voucher (Standard Form 1145) in the space marked ("X") and return it to the following address:

Chief, Administrative Finance Section
Office of Budget and Financial Management
U.S. General Accounting Office
Room 3665
441 G Street, NW
Washington, D.C. 20548

As soon as you return the signed voucher, we will have the check issued and sent to you.

Please be advised that section 2672 of title 28, United States Code, which authorizes the settlement of claims of this type, provides that:

"The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the United States and against the employee of the government whose act or omission gave rise to the claim, by reason of the same subject matter."

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This means that acceptance of this offer in the amount of \$450 will constitute a complete release to the Government and to Ms. Catherine McKee from any further liability to you for damages arising from the accident in question.

Sincerely yours,

Harry R. Jan Cline
for Milton J. Socolar
General Counsel

Enclosure