Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Andrews Forwarders, Inc.

File: B-257515

Date: December 1, 1994

DIGEST

Service member's failure to note visible damage to rear of a television set at the time of delivery is not a bar to recovery if the carrier did not note damage to the rear panel of the set on the inventory when it obtained it from the member. The member subsequently notified the carrier that the set did not operate after delivery, and the repair estimate submitted with the claim indicates that damage to the rear panel and components attached to the rear panel was caused by impact.

DECISION

Andrews Forwarders, Inc., requests that we review our settlement upholding the Air Force's setoff of $108 from money otherwise owed to Andrews to recover the costs of transit damage to a television set owned by a service member while moving her household goods.[1] We affirm our prior settlement.

The carrier's agent obtained the television from the member's residence in Germany on March 26, 1991, and delivered it to the member at Eglin AFB, Florida, on May 14, 1991. On July 12, 1991, the member dispatched a Notice of Loss or Damage (DD Form 1840R) to the carrier in which she stated that the on/off switch did not function on her 27-inch Sony television (item 174). In her claim dated August 28, 1991, the service member stated that the audio did not work with the remote control, and the supporting repair bill (a copy of which was provided to Andrews on August 28, 1991, with the Air Force's subordinated claim) stated that the rear panel was broken, that the amplifier board and the video driver panel which were attached to the rear panel were damaged, and that the damage was caused by impact.

Andrews contends that it was not liable for damage to the television because mechanical problems such as these are not visible by ordinary inspection at time of receipt of the household goods. The carrier also notes that if there had been

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[1]The shipment moved under Personal Property government bill of lading GP-162,731 (Yvonne Lofton).

damage to the rear panel during the move, the member would have noted it either at delivery or on the DD Form 1840R.

Our prior settlement is supported by the record. Generally, a carrier accepts a shipment only in apparent good order. See Paul Arpin Van Lines, Inc., B-193182, June 16, 1981, 81-1 CPD ¶ 492. Thus, a carrier is not expected to play a television set to determine if pre-existing damage exists in its operation. Compare American Vanpac Van Lines, Inc., B-252763.2, June 29, 1993; and Interstate Van Lines, Inc., B-197911.5, June 22, 1989. However, prior to obtaining the item, Andrews could have determined by visual inspection whether the rear panel was damaged, and if so, Andrews would have been required to note the damage on the inventory. The carrier-prepared inventory does not indicate any pre-existing damage of that nature. On the other hand, the repair bill does indicate visible impact-caused damage to the rear panel. Thus, the record indicates that damage to the rear panel had taken place sometime after Andrews obtained possession of the set.

Andrews contends that if it had damaged the rear panel in transit, the service member would have indicated this on the DD Form 1840R. While the service member was not very precise in describing the damage on DD Form 1840R, she was not required to be. See Continental Van Lines, Inc., B-228702, Dec. 16, 1988. The notice clearly indicated that there was a problem with the television. Thus, adjudicators from this Office and the Air Force reasonably found that the damage had taken place prior to delivery.

We affirm our prior settlement.

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