



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Ace Moving and Storage, Inc.—Claim for Reimbursement of Amounts Collected by Offset for Loss or Damage to Household Goods

File: B-258959

Date: April 13, 1995

DIGEST

When a carrier delivered a shipment of household goods, it provided the shipper a notice form which did not provide the carrier's address and provided the wrong code for the carrier's name. The agency attempted to notify the carrier of loss and damage to the shipment, but the carrier did not receive the notification until after the required period for notice. Because of the carrier's misinformation its claim for an amount offset by the Air Force must be denied.

DECISION

This is in response to an appeal of a Claims Group settlement which denied the claim of Ace Moving and Storage, Inc., for reimbursement of \$717.91, which the Air Force collected by offset for loss and damage to household goods. We affirm the Claims Group's settlement.

Ace Moving and Storage picked up the household goods of Air Force Staff Sergeant Joseph P. Flanigan from nontemporary storage on government bill of lading No. QP 758,661 and delivered them to Fort Walton Beach, Florida, on May 23, 1989. A DD Form 1840R listing the loss and damage to the shipment was completed on June 28, 1989; however, the carrier's agent had supplied incorrect information on the identity of the carrier, and, as a result, the Air Force sent the form to another company at a different address. The Air Force eventually collected \$939.35 by setoff for loss or damage to the shipment. When the carrier filed its claim, the amount in dispute was \$841.10. Of that amount the Air Force allowed a refund of \$123.19, reducing the claim to \$717.91. The Claims Group denied the carrier's claim except for the \$123.19 allowed by the Air Force. The carrier contends that it is not liable for loss or damage to the shipment because it did not receive notice of loss or damage from the Air Force for 133 days after delivery, well beyond the 75-day limit for such notification.

A prima facie case of carrier liability is established by a showing that the shipper tendered property to the carrier, that the property was not delivered or was delivered in a more damaged condition, and that a timely claim was filed. The burden then shifts to the carrier to rebut the prima facie liability. See Missouri Pacific Railroad Co. v. Elmore & Stahl, 377 U.S. 134 (1964).

Notice of a claim must generally be dispatched to the carrier within 75 days. However, a carrier does not escape liability if the notice is delayed because the carrier did not provide its name and address on the claim form. See Department of the Army, B-255795, June 3, 1994.

The carrier calls our attention to our decision, National Forwarding Co., B-247457, Aug. 26, 1992, in which lack of timely notice relieved the carrier of liability. In that decision, the agency had the name of the shipper; but because it had no address, it made no attempt to notify the carrier. We stated in that decision that an agency has the responsibility to make a reasonable effort to locate the carrier when the address block of the notice is incomplete.

In the present situation, the name "Ace" appears in the space on the form which calls for the code for the carrier's name. The Air Force searched for an address, found one, and attempted to notify the carrier. However, the address used by the Air Force was incorrect; it proved to be the address of another carrier with "Ace" in its name. Here, the Air Force made a reasonable effort to notify the carrier in a timely fashion, as we apply this standard in B-255795, supra. Thus, in this case, the delay in notice does not relieve the carrier of liability. A carrier may not seek to hold an agency to a time limit for notifying the carrier if the carrier has not provided information, such as its full name and address (omitted altogether in this case) or its correct carrier code designation ("ACEK" rather than "ACE" in this case) or both, as called for on the notice form, to enable agency to direct the notice to its proper destination. . .

Accordingly, the claim of Ace Moving and Storage for refund of \$717.91 collected from it by setoff is denied.

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