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Mr. Durrah

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GAO

United States General Accounting Office
Washington, DC 20548

Office of
General Counsel

In Reply
Refer to: B-196373

✓
January 21, 1980

Government Employees Insurance Company
of Washington D.C.
750 Woodbury Road
Woodbury, New York 11797

DLB-03679

2 addressees

Attention: Kathleen Kennaliez
Claims Specialist

Gentlemen:

Subject: Sheldon Glatt
File No. 60-12-1477

[CLAIM for PROPERTY DAMAGE]

This is in response to your claim, submitted jointly by you and your insured, Mr. Sheldon Glatt, for property damage amounting to \$595.66 resulting from an accident on June 13, 1979, in New York City involving Mr. Hodge Herry, an employee of the General Accounting Office. Mr. Glatt is claiming the \$200 deductible under his insurance policy and you are claiming \$395.66, the amount you paid Mr. Glatt under the policy. The claims are treated jointly.

The record shows that the accident occurred when Mr. Herry, the GAO driver, stopped his car, placed it in park and got out to ask directions. The Government vehicle rolled backwards about 4 car lengths and struck Mr. Glatt's parked car, damaging the right side of the automobile. Both cars were unoccupied at the time of the collision and there were no witnesses present. There was no damage to the government vehicle.

Under an agreement with your insured, your company is claiming full recovery for the \$395.66 paid by you to him for damages to his automobile as well as the \$200 deductible claimed by Mr. Glatt under his policy.

An examination of the evidence indicates that you and your insured are entitled to the amount of \$595.66 representing the total costs of repairs; that is, the \$200 deductible claimed by your insured and the \$395.66 paid by you to him for the damages to his automobile. A check in the amount of \$595.66 will be issued payable jointly to GEICO and to Mr. Glatt and will be sent to Mr. Glatt shortly.

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



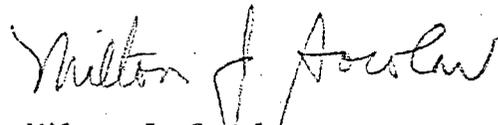
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"The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the United States and against the employee of the government whose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

This means that acceptance of the check in the amount of \$595.66 will constitute a complete release to the Government and to Mr. Hodge Herry from any further liability to you or to Mr. Sheldon Glatt, for damages arising from the accident in question.

Sincerely yours,

A handwritten signature in cursive script that reads "Milton J. Socolar". The signature is written in dark ink and is positioned above the typed name.

Milton J. Socolar
General Counsel

GGM
Mr. Durrah

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January 21, 1980

Mr. Sheldon Glatt
3214 Benjamin Road
Oceanside, New York 11572

Dear Mr. Glatt:

This is in response to your claim, submitted jointly with your insurer, Government Employees Insurance Company (GEICO), for \$595.66, representing the total costs of repairs to your car as a result of an accident on June 13, 1979 in New York City, involving Mr. Hodge Herry, an employee of the General Accounting Office. GEICO is claiming \$395.66, the amount it paid to you under your insurance policy, and you are claiming \$200, the amount of your insurance deductible. The claims are treated jointly.

The record before our Office shows that the accident occurred on Cherry Street when Mr. Herry stopped the Government vehicle, put it in park and got out to ask directions. As he slammed the door, the vehicle rolled backward about 4 car lengths down a slight incline and struck your parked car, damaging the right side of the automobile. You are claiming the total cost of repairs to your damaged car consisting of the amount paid by your insurance company plus the \$200 deductible under your policy.

An examination of the evidence indicates that you and your insurance company are entitled to the amount of \$595.66 representing the total cost of repairs; that is, the \$395.66 claimed and paid by GEICO to you for damages to your automobile and the \$200 deductible claimed by you. A check in that amount will be issued, payable to you and Geico jointly, and sent to you shortly.

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

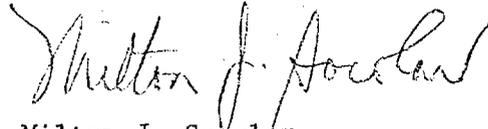
"The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the United States and against the employee of the government whose act or omission gave rise to the claim, by reason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



B-196373

This means that acceptance of the check in the amount of \$595.66 will constitute a complete release to the Government and to Mr. Hodge Herry from any further liability to you or to GEICO, for damages arising from the accident in question.

Sincerely yours,

A handwritten signature in cursive script that reads "Milton J. Socolar". The signature is written in dark ink and is positioned above the typed name.

Milton J. Socolar
General Counsel