

Decision

PR

Matter of: National Forwarding Co.

File: B-247457

Date: August 26, 1992

DIGEST

Where agency easily could have discovered carrier's address despite the firm's failure to insert it on the form to which the agency was to refer in order to relay notice of damage to the shipment of a member's household goods, the agency improperly relied on the omission as the reason for not sending timely notice. As a result, the carrier is presumed not liable for the damage.

DECISION

National Forwarding Co. requests review of our Claims Group's settlement denying National's claim for refund of \$462 set off from funds otherwise due the carrier for damage to an Army member's household goods.¹ We reverse the settlement.

The issue in this case involves notice to the carrier of the damage. A carrier is presumed liable for damage set out in a notice dispatched by the service to the carrier within 75 days of delivery. Here, the Army did not dispatch notice, which it received from the member a month after delivery, within 75 days because the carrier had not put its address in the name/address block on the form for reporting damage, DD Form 1840. Our Claims Group agreed with the Army that the omission excused the Army's failure to send notice, so that National was presumed liable.

In requesting further review, National points out that its company name was in the address block; that the Army easily could have found the company's address; and that, in any event, the notice could have been sent to its agent, whose name and address were on the form.

We agree with National that the company's failure to include its address on the DD 1840 did not excuse the Army's failure

¹The shipment moved under Personal Property Government Bill of Lading RP-137,671.

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to send National timely notice of the damage. The copy of the form furnished by National to our Office clearly shows the carrier's name, the number of the Government Bill of Lading (GBL), and the name and address of National's agent. In this respect, although the copy included with the Army's report to our Claims Group does not clearly show the carrier's name or GBL number, that document is a reproduction of the Army's copy of the same document furnished by National, with the readability of those two items apparently lost in the reproduction process; in any case, the agent's name and address are clear even on that form.

In our view, the DD 1840 was complete enough that the Army could have determined how to contact the carrier with minimal difficulty. National has provided our Office with pages from the Military Traffic Management Command's list of approved carriers, maintained at military installations, from which National's address is easily ascertainable. Also, the claims office could have called National's agent for the address.

In sum, we think that the Army had the responsibility to make at least a reasonable effort to find the carrier's address, instead of simply holding the notice for more than a month, until after the 75-day period expired. We have held that failure to dispatch notice of damage within the required time period creates a rebuttable presumption that the damage is not attributable to the carrier. CVL Forwarders, 64 Comp. Ger 126 (1984); Andrews Forwarders, Inc., B-229312, Oct 21, 1988. The record in this case contains no additional evidence to prove that the damage in question occurred in transit, so that there is no basis to hold National liable for it.

The Claims Group's settlement is reversed.

for

 James F. Hinchman
 General Counsel