

*Smalley*



Comptroller General  
of the United States

227284

Washington, D.C. 20548

## Decision

**Matter of:** Ambassador Van Lines, Inc.

**File:** B-257025

**Date:** April 29, 1994

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### DIGEST

Carrier has failed to establish that government setoff for loss and damage claim was excessive where agency based the amount of the setoff on the determination of the agency's claims examiner and a repair firm, selected by the owner of household goods, that two tables damaged in a move were not repairable. This Office will not question the agency's acceptance of that determination rather than a repair estimate from a firm chosen by the carrier unless the carrier presents clear and convincing evidence that the agency acted unreasonably.

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### DECISION

Ambassador Van Lines, Inc., requests review of our Claims Group's settlement denying Ambassador a refund of \$408 from the \$465 the Army set off against the carrier for damage to an Army member's kitchen table and picnic table. We affirm the settlement.

The settlement covered a number of items of household goods that were either lost or damaged in a member's move in 1989. The settlement allowed Ambassador's claim on some items and denied it on others; Ambassador's appeal involves only the two tables. Stylekraft inspected the tables for Ambassador and reported that the kitchen table could be repaired for \$29.00, and the picnic table for \$28.00. AAA Claims Service & Creative Refinishers, Inc., inspected the tables for the member and determined that they could not be repaired. An Army claims examiner also inspected the tables and agreed with AAA's assessment, and allowed as damages the replacement costs of the tables minus depreciation.

Ambassador has appealed the Claims Group's acceptance of the examiner's action, arguing that repair could have been accomplished by Stylekraft for the stated amounts and that AAA is inexperienced. Ambassador has characterized the Army claims examiner's acceptance of AAA's report as an unreliable opinion. Ambassador does not dispute its liability, but maintains that its liability should be limited to the repair estimate given by Stylekraft.

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Ambassador has provided no evidence that AAA's assessment of damage to the tables was incorrect other than its statement of confidence in Stylekraft and its opinion that AAA is inexperienced. While Ambassador maintains that the Army's claims examiner merely relied on the repair estimate given by AAA, the record shows that the claims examiner independently inspected the tables, noted the damaged conditions, and concluded that the tables could not be repaired. In the absence of clear and convincing evidence that the Army acted unreasonably in accepting AAA's and the claims examiner's assessment of damage to the tables, and therefore in calculating the value of damages as replacement cost less depreciation, our Office will not question the Army's determination. See Paul Arpin Van Lines Inc., B-213841, Sept. 18, 1984.

The Claims Group's settlement is affirmed.

*for* *Robert P. Murphy*  
Robert P. Murphy  
Acting General Counsel