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Comptroller General
of the United States
Washington, D.C. 20548

7271310

Decision

September 26, 1994

Military Claims Manager
Senate Forwarding Inc.
P.O. Box 560
Orange Park, FL 32067

Dear Mr. :

We refer to your letter dated February 3, 1994, requesting review of our Settlement Certificate Z-2793472-44-347 involving the Air Force's set-off of money otherwise owed to your company for recovery of transit damage to the household goods of . We affirm the settlement.

The principal issue raised in your request for review is that the repair estimates provided by the service member to support his damage claim were prepared more than 1 year after delivery of the shipment. You suggest that your company's repair estimate for various items should be accepted because it was prepared within 3 months of delivery and was more detailed.

In our view, the carrier's estimate is not more detailed, but we agree that the usefulness of a repair estimate tends to diminish as time elapses between the delivery and the preparation of the estimate. For example, in one recent decision where almost 2 years had elapsed, we rejected such an estimate because the Air Force did not demonstrate the relevance of the estimate to material and labor costs prevailing around the time of discovery of the damage and because there was a conflict between the repair estimate and the claimed damage. See American Van Services, Inc., B-247767, Sept. 4, 1992.

Here, however, the age of the shipper-provided estimates is not the only factor bearing on reliability. The record indicates that the Air Force compared the reliability of the estimate your company offered with those of the service member, and it found that your estimate was not dispositive for other reasons. For example, looking at the wide discrepancy in repair costs (\$160 vs. \$350) to repair a sofa and loveseat (items 119/125), the Air Force believed the service member's estimate to be more accurate because it was

provided by a firm in the upholstery business. The Air Force noted generally that the firm that provided the estimate you offered covered a broad range of items while the firms that provided the service member's estimates appeared to be more specialized in the area in which each offered its estimate. The Air Force also cited other details in your estimate that raised concern about the estimate's reliability, e.g., the Air Force questioned your estimate's suggestion that a crushed dried flower arrangement could be repaired instead of replaced. In the Air Force's view, these problems better explain the differences between your company and the member with respect to the amount of damage in various items than does the age of the service member's estimates.

The amount of damages to an item damaged in transit is a question of fact, and our Office will not question an agency's finding in that regard without clear and convincing evidence from the carrier that the agency acted unreasonably. See McNamara-Lunz Vans and Warehouses, Inc., 57 Comp. Gen. 415, 419 (1978). For the reasons indicated above, we cannot conclude that the Air Force acted unreasonably in this instance.

Sincerely yours,

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

B-256684

September 26, 1994

DIGEST

A repair estimate provided by a service member in connection with transit damage to his household goods tends to become less reliable as time elapses between the discovery of the damage and the estimate of repair. However, the fact that more than 1 year passed between delivery and estimate preparation does not, by itself, void the estimate when other facts suggest that it is reliable.