

DATE: July 20, 2000

In Re:

Suddath Van Lines, Inc.

Claimant

Claims Case No. 00070330

CLAIMS APPEALS BOARD DECISION

DIGEST

Under the 1992 version of the *Military-Industry memorandum of Understanding on Loss and Damage Rules* (MOU) the service or service member must dispatch the *Notice of Loss or Damage* (DD Form 1840R) noting additional loss or damage to the carrier at the address appearing in block 9 of the *Joint Statement of Loss or Damage at Delivery* (DD Form 1840), the reverse side of the DD Form 1840R. When the carrier clearly designates an address in block 9 and the service dispatches the DD Form 1840R to a different address, the service fails to comply with the requirements of the MOU. However, where there is an inference that the proper carrier officials received notice of the additional loss or damage despite the service's failure to properly dispatch the DD Form 1840R, the service's breach of the OU's requirements is harmless error.

DECISION

Suddath Van Lines, Inc. (SUVL) appeals the November 26, 1999, Settlement Certificate of the Defense Office of Hearings and Appeals (DOHA) in DOHA Claim No. 99100702, which disallowed SUVL's claim for a refund in the amount of \$917.23 of the \$1,299.97, setoff by the Air Force for loss/damage to the household goods of a service member. [\(1\)](#)

Background

The record indicates that SUVL's agent picked up the shipment in Colorado Springs, Colorado, on July 13, 1994, and another agent delivered it to the member in Burke, Virginia, on August 19, 1994. At the time of delivery, the member and the carrier's representative noted that certain items were missing from the shipment or were damaged. [\(2\)](#) The member listed additional damage on the *Notice of Loss or Damage* (DD Form 1840R, the reverse side of the DD Form 1840) dispatched to SUVL on October 24, 1994.

SUVL objects to any liability for items listed on the DD Form 1840R because the DD Form 1840R was not dispatched to the address listed in block 9 of the DD Form 1840. The DD Form 1840R shows that it was dispatched to SUVL at "P.O. BOX 0877, JACKSONVILLE, FL 3226." The Air Force noted that it was difficult to read the post office box number that SUVL's agent placed in block 9 of the DD Form 1840. The box number appears distorted with a "0" overlapping another digit. The other digit is not recognizable, but the "0" is clearly recognizable. SUVL's agent should have typed "60877" as its proper box number. However, the Air Force or member also incorrectly copied the five digit zip code (32236) which SUVL correctly placed in block 9; they copied it to DD Form 1840R as "3226" instead of "32236."

SUVL states that if the only reason for SUVL's failure to receive the DD Form 1840R had been its failure to clearly type its box number, it would agree with DOHA's disallowance. SUVL notes that different post offices will have the same box offices, but that zip codes are unique. SUVL emphasizes that "*Without the correct zip code, the mail will NOT arrive at the location to where it was intended.*" SUVL argues that if the base claims office had used the zip code clearly listed on the DD Form 1840, it is likely that it would have received the DD Form 1840R in a timely manner. It was not necessarily the distorted box number on the DD Form 1840 that prevented SUVL from receiving timely notification, but the incomplete and wrong zip code.

Discussion

There appears to be no foundation for SUVL's statement that the mail will not arrive at the intended location without the correct zip code. We employed the Postal Service's "ZIP+4 Code Lookup" web site.⁽³⁾ We applied the post office box number to which the DD Form 1840R should have been dispatched, along with the city and state, and we obtained the proper nine digit zip code (32236-0877). Then we applied the incorrect post office box number provided by SUVL's agent, and we obtained a different zip code (32201-0877). In this instance, it appears that a correct post office box number is more important than the correct zip code. The Postal Service would have recognized that it had an incomplete zip code, and if the proper box number had been provided, the zip code would have been easily ascertainable.

In any event, any delay in delivery here is the result of errors by both SUVL's agent and the Air Force. In this regard, we have held that where the carrier is at least partially at fault for mis-addressing in block 9 of the DD Form 1840, it cannot establish clear and convincing evidence that the government's error precluded timely and adequate notification of loss because the carrier's or its agent's mistakes contributed to the improper addressing of the DD Form 1840R. *Compare* DOHA Claims Case No. 99070514 (July 21, 1999).

Conclusion

We affirm the Settlement Certificate.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Christine M. Kopocis

Christine M. Kopocis

Member, Claims Appeals Board

Signed: Jean E. Smallin

Jean E. Smallin

Member, Claims Appeals Board

1. This matter involves Personal Property Government Bill of Lading (PPGBL) VP-809,565; AF Claim Bolling AFB No. 96-1412; and SUVL Claim No. SML960354.
2. See the *Joint Statement of Loss or Damage at Delivery* (DD Form 1840).
3. The site may be assessed through: www.usps.gov/ncsc.