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In Re:

H & S Warehouse, Inc.

Claimant

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Claims Case No. 98020214

## CLAIMS APPEALS BOARD DECISION

### DIGEST

A fact finder has a proper basis to question the reliability of a damage estimate for transit damage to household goods when there is an unexplained difference between the damage claimed and the damage repaired as noted in the estimate.

### DECISION

The United States Army Claims Service appeals our January 8, 1998, Settlement Certificate in Defense Office of Hearings and Appeals Claim No. 97100114 to the extent it allowed H & S Warehouse a refund of \$45 which the Army offset for transit damage (bent chimes) to a grandfather clock in a service member's household goods shipment. <sup>(1)</sup> We will limit our review to a brief factual summary and discussion; and accordingly, this decision will not be cited as precedent.

Our adjudicators were concerned that the repair estimate did not support the bent chime damage claimed by the shipper. The October 6, 1995 repair estimate stated that it would charge \$18.50 to restring the chains, lubricate the mechanism and reposition the "mechanism seat board." It also stated that it would charge \$34.95 as an estimate fee.

We agree that there is a sufficient basis in the record to show that the carrier damaged the chimes, but our adjudicators believed that they had no reasonable basis for determining the amount of the claimed damage. In their view, a reasonable resolution of the problem at this point was a refund of the \$45.

As our adjudicators noted, an unexplained inconsistency between the damage noted on the repair estimate and the damage claimed, is a proper concern when assessing the reliability of the damage estimate. See American Van Services, Inc., B-247767, Sept. 4, 1992. Perhaps the repairer could have offered an interpretation of the estimate which might have included the claimed damage, but the Army Claims Service's recent attempt to contact the repairer was unsuccessful. The Army did not offer any other repair pricing data in the record even though its burden of proof would have been relatively minor. In view of the unreliability of the estimate, the relatively insubstantial dollar value of the damage, and the amount of time that has elapsed between the transportation service and the present time, we conclude that our adjudicators' settlement determination was reasonable.

### Conclusion

We affirm the Settlement for the reasons stated herein.

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. The shipment related to Personal Property Government Bill of Lading VP-963,303; Army Claim No. 96-091-0199; and carrier claim 97-009.