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not deductible from any bill submitted to claimant.

(b) For each particular damaged item which can be economically repaired, evidence of cost of repairs such as a receipted bill and one estimate, or two estimates, from separate disinterested repairmen. The settlement authority may waive these requirements when circumstances warrant. The cost of any estimate may be included as an element of damage if not deductible from any repair bill submitted to claimant.

(c) For any claim which may result in payment in excess of \$20,000.00, a survey or appraisal shall be performed as soon as practicable after the damage accrues, and, unless waived in writing, shall be performed jointly with a government representative.

(d) If the item is so severely damaged that it cannot be economically repaired or used, it shall be treated as a lost item.

(e) If a claim includes loss of earnings or use during repairs to the damaged property, the following must also be furnished and supported by competent evidence:

(1) The date the property was damaged;

(2) The name and location of the repair facility;

(3) The beginning and ending dates of repairs and an explanation of any delay between the date of damage and the beginning date;

(4) A complete description of all repairs performed, segregating any work performed for the owner's account and not attributable to the incident involved, and the costs thereof;

(5) The date and place the property was returned to service after completion of repairs, and an explanation, if applicable, of any delay;

(6) Whether or not a substitute for the damaged property was available. If a substitute was used by the claimant during the time of repair, an explanation of the necessity of using the substitute, how it was used, and for how long, and the costs involved. Any costs incurred that would have been similarly incurred by the claimant in using the damaged property must be identified;

(7) Whether or not during the course of undergoing repairs the property

would have been used, and an explanation submitted showing the identity of the person who offered that use, the terms of the offer, time of prospective service, and rate of compensation; and

(8) If at the time of damage the property was under charter or hire, or was otherwise employed, or would have been employed, the claimant shall submit a statement of operating expenses that were, or would have been, incurred. This statement shall include wages and all bonuses which would have been paid, the value of fuel and the value of consumable stores, separately stated, which would have been consumed, and all other costs of operation which would have been incurred including, but not limited to, license and parking fees, personnel expenses, harbor fees, wharfage, dockage, shedding, stevedoring, towage, pilotage, inspection, tolls, lockage, anchorage and moorage, grain elevation, storage, and customs fees.

(f) For each item which is lost, actual or constructive, proof of ownership.

§ 25.121 Effect of other payments to claimant.

The total amount to which the claimant may be entitled is normally computed as follows:

(a) The total amount of the loss, damage, or personal injury suffered for which the United States is liable, less any payment the claimant has received from the following sources:

(1) The military member or civilian employee who caused the incident;

(2) The military member's or civilian employee's insurer; and

(3) Any joint tort-feasor or insurer.

(b) No deduction is generally made for any payment the claimant has received by way of voluntary contributions, such as donations of charitable organizations.

§ 25.123 Settlement and notice to claimant.

(a) If the settlement authority determines that the full amount claimed should be paid, the settlement authority forwards the claim to the disbursing officer for payment. If the time involved in settling the claim has been extensive, the settlement authority notifies the claimant.

(b) If the settlement authority determines that less than the full amount claimed should be paid, the settlement authority:

(1) Notifies the claimant in writing of the proposed settlement.

(2) Obtains from the claimant written acceptance and release for payment of the claim in the reduced amount.

(3) Advises the claimant, in the event claimant does not desire to accept the offer, to reply within 45 days giving reasons for rejection.

(4) Except upon a showing of good cause for delay in accepting a proposed settlement within 45 days, treats the non-acceptance as a rejection. Rejection by a claimant of an offer of settlement renders the offer void.

(5) If a claimant rejects a proposed settlement or fails to reply within 45 days, the settlement authority may make further efforts to settle the claim. When the settlement authority determines that further efforts to settle the claim are not warranted, the settlement authority notifies the claimant in writing by registered or certified mail, return receipt requested, that the claim has been denied because the amount claimed is excessive.

(c) If the claim is denied, the settlement authority notifies the claimant in writing by registered or certified mail, return receipt requested.

§ 25.125 Appeal.

The final denial of a claim by a settlement authority or a partial approval by a settlement authority is not subject to appeal except under the procedures prescribed for Military Claims in Subpart D of this part.

§ 25.127 Reconsideration.

(a) The settlement authority may reconsider a claim upon the authority's own initiative or upon request of the claimant or someone acting on the claimant's behalf.

(b) A request for reconsideration must be in writing and include the legal or factual grounds for the relief requested.

(c) Following any investigation or other action deemed necessary for reconsideration of the original action, the settlement authority reconsiders

the claim and if warranted attempts to settle it. When further settlement efforts appear unwarranted, the settlement authority notifies the claimant in writing by certified or registered mail, return receipt requested, that the relief requested is denied.

(d) For the effect of reconsideration under the Federal Tort Claims Act see 28 CFR Part 14.

§ 25.129 Acceptance of offer of settlement.

Claimant's acceptance of an offer of settlement is a complete release of any claim against the United States and against the military or civilian personnel of the Coast Guard whose act or omission gave rise to the claim.

§ 25.131 Delegation of authority.

(a) The Chief Counsel is delegated the following authority:

(1) To carry out the functions of the Secretary and to exercise the Commandant's authority as commanding officer for all Coast Guard personnel in regard to claims brought under Article 139, Uniform Code of Military Justice (10 U.S.C. 939);

(2) To carry out the functions of an officer designated by the Secretary under the so-called "Foreign Claims Act", as amended (10 U.S.C. 2734);

(3) To request that the Department of Defense pay any meritorious claims arising under International Agreements in accordance with Title 10 U.S.C. 2734a and 2734b;

(4) To carry out the functions of the Secretary under the Act of October 9, 1962, as amended (10 U.S.C. 2737);

(5) To carry out the functions of the Secretary under the Act of August 16, 1937, as amended (14 U.S.C. 642);

(6) To carry out the functions of the Secretary under the Act of June 15, 1936, as amended (14 U.S.C. 646);

(7) To carry out the functions of the Secretary under the Act of August 4, 1949, as amended (14 U.S.C. 647);

(8) To carry out the functions of the Secretary under the Act of February 19, 1941, as amended (14 U.S.C. 830);

(9) To carry out the functions of the head of a Federal agency's designee under the Federal Tort Claims Act, as amended (28 U.S.C. 2672);