



# BAUMHOLDER LEGAL OFFICE

## THE BAUMHOLDER BUGLE

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### ABOUT YOUR POWER OF ATTORNEY

It is very important that you understand the meaning and effect of your Power of Attorney. A Power of Attorney is one of the strongest legal documents that an individual can give to another person. The person you give the Power of Attorney to is called your "agent." The Power of Attorney authorizes your agent to act on your behalf and carry on your business in your absence. Acts performed by the agent that are authorized by the Power of Attorney are legally binding on you. PLEASE NOTE that third parties (banks, businesses, etc.) do not have to accept or acknowledge your Power of Attorney; it is totally within their discretion to do so.

There are two types of Power of Attorney: a **GENERAL** and a **SPECIAL**.

A **GENERAL** Power of Attorney authorizes your agent to act on your behalf with respect to almost any matter, such as sell or mortgage your home, withdraw your savings, borrow money, and sign contracts. In other words, an agent who has been given a General Power of Attorney can do just about anything that you could do personally – **PLUS**, his or her actions will be legally binding on you.

A **SPECIAL** Power of Attorney authorizes your agent to do only those specific acts outlined in the text of the Special Power of Attorney, such as sell your car, ship household goods, or cash a paycheck.

When giving a Power of Attorney, you should grant no greater power than is absolutely necessary. In addition, your agent should be someone in whom you have absolute trust and confidence.

You will be formally executing one copy of your Power of Attorney. Give the original to your agent. Tell your agent not to give the original away. If someone wants to have a copy, give them a photocopy after showing them the original. You should also make a photocopy of the document and keep it with your records so that you know what powers you have given and the expira-

tion date of the Power of Attorney. Please note, however, that photocopies of your Power of Attorney are generally unacceptable because they do not contain original signatures or the notary seal. If it appears that additional executed copies of your Power of Attorney are required, please discuss this with your legal assistance officer.

You should instruct your agent that when signing or endorsing any instrument on your behalf, he/she should just sign your name followed by the words "attorney-in-fact."

Your Power of Attorney will automatically terminate with the death of either yourself or your agent. Otherwise, it will terminate on the expiration date that you specified in the document. You should not make a Power of Attorney last longer than is necessary. Also some state laws limit the length of time a Power of Attorney may be effective or provide that if the grantor of the power becomes mentally or physically incapacitated the Power of Attorney will terminate. You should check with your legal assistance officer if you have questions concerning the law in your state.

You may revoke your Power of Attorney at any time. There are generally two ways to revoke a Power of Attorney before its expiration date:

By destroying the original Power of Attorney; and/or

By executing a "Revocation of Power of Attorney" at your local Legal Assistance office and sending a certified copy of the revocation to any financial institution or other company where the person you named as the grantee in your Power of Attorney either has conducted business or may conduct business on your behalf.

If you any further questions please contact your local Legal Assistance office. CIV 06783-6-6506, DSN: 485-6506

### IMPORTANT TELEPHONE NUMBERS:

- Legal Assistance
- 485-6505
- Claims Office
- 485-6507
- International Affairs
- 485-6286
- Trial Defense Service
- 485-6483
- Administrative Affairs
- 485-6311

WE'RE ON THE WEB!  
WWW.BAUMHOLDER.ARMY.MIL/SITES/LOCAL/LEGAL2.ASP

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### FILING CLAIMS AND DP3 CLAIMS ONLINE

On 1 October 2009, the Personnel Claims Army Information Management System (PCLAIMS) was fielded. It can be accessed from the Judge Advocate General's Corps internet site at [www.jagcnet.army.mil](http://www.jagcnet.army.mil). The US Army Claims Service link needs to be clicked and then the PCLAIMS link. The PCLAIMS link will describe the rules for filing personnel claims only and allow filling out required forms. An Army Knowledge Online (AKO) account is needed to use PCLAIMS.

Notice Procedure For DP3 shipments. Any notice of lost and/or damaged items resulting from DP3 shipments must be given directly to the Transportation Service Provider (TSP) via internet, email, fax or mail within 75 calendar days from the date of delivery. For

assistance with the notification, contact the claims office. Claims for these shipments can be filed directly with the TSP within 9 months of delivery or with the Government within 2 years of delivery. The Statute of Limitations for filing claims under AR 27-20 is (2) years from the date of the incident. Don't have Internet access? The DPS Interactive Voice Response (IVR) system will provide you with access to your shipment information 1-800-605-7177 or 1-800-326-2137.

For Personal Property entitlements or functional questions, contact a Transportation Office.  
1. Go to the [www.move.mil](http://www.move.mil) / website  
2. Select DOD Customer  
3. Select the link to register under Accessing DPS  
For technical DPS system issues

Contact the DPS HELP DESK Toll Free: (800) 462-2176 Commercial: (618) 220-SDDC (7332) DSN: 770-7332,



Or call your local claims office at Baumholder Military 485-6507 CIV 06783-6-6507.

## INFORMATION ON WHAT TO DO WHEN YOUR VEHICLE WAS DAMAGED DURING SHIPMENT

**American Auto Logistics (AAL)** is the prime **contractor** who operates most of the overseas **Vehicle Processing Centers (VPCs)**. This contractor directly or through agents, performs a joint inspection of the vehicle together with you. The inspection form used during that process has the words "American Auto Logistics **Vehicle Inspection and Shipping Form (VISF)**" written in bold letters across the top and it has a sketch of a vehicle printed on it. At the VPC you will be told to inspect the vehicle and note all **new damages** in a block **on the back of the form**. The contractor's agent will then indicate on that form if he agrees or disagrees with the damage notations by the owner.

A **Government Contracting Officer's Representative (COR)** is present at the VPC. If you **dispute** any of the notations by the contractor's agent, you should ask that the COR be called to try and resolve the dispute on the spot. The COR will put his own remarks on the back of the VISF together with his official stamp. When picking up your vehicle at the VPC, always check for the presence of all of the **accessories** shipped with the vehicle and do a walk around inspection looking for **cosmetic damage**. You should also turn on the engine and check every possible **electrical and mechanical system** on the vehicle. You should turn on the AC and heater, the lights, the wipers, and the radio; and you should operate all electric windows, seats, and mirrors. You should listen to the engine for any unusual noise. At the time of the inspection you may not be permitted to move the vehicle, but before you leave the VPC, you should pay close attention to how the vehicle is driving, check the brakes for noise and be sensitive to changes in how the transmission shifts. If you find a problem before you leave the VPC or **within a few miles** of the VPC, you should go back to the VPC and report it **immediately**. In many cases, the contractor's agent makes a **direct settlement offer** if he agrees to the transit damage identified. You should always consider all of the facts, such as the age and mileage on the vehicle and the overall condition of your car before you turn the offer down. Once you leave the VPC, this offer is **no longer valid**. You cannot check with your claims office or private insurance company to see if they would pay you more and then go back to the VPC and accept their offer.

If you **cannot get an issue resolved** at the VPC or if you feel that the offer made to you by the contractor's agent does not fairly compensate you, call the **claims office** and schedule a date for a **claims inspection**. Claims inspections will be performed jointly in the parking area of the Baumholder Law Center. Please keep in mind that **outdoor** inspections are not possible in inclement weather, such as heavy precipitation. For safety reasons, we will require you and your passengers to exit the car, turn off the engine and pull up the parking brake during the claims inspection.

Unlike shipments of household goods, there is **no provision for giving timely notice** of loss or damage within 75 days of delivery. **The presumption is that if a problem was not found on the day of delivery, it did not happen in transit.**

A claims inspection cannot serve in place of the joint inspection conducted by the owner and the authorized government inspector or the contractor's agent. A claims inspection cannot cure a waiver of notice and the specific damage verification that the joint inspection provides. As a general rule, a government inspector or a contractor's agent cannot verify any **loss or damage discovered after the joint inspection and departure from the pickup point**, and a **claim for those items may not be honored.**

The Claims Office is located at the Baumholder Law Center, Smith Barracks, building 8222, room 211. Claimants are seen on an appointment basis from 08:00 - 11:30 and 13:00 - 15:00 on Mondays, Tuesdays, Thursdays and Fridays. Walk-ins are Wednesdays. We are closed on German and federal holidays.  
Email:  
andreas.harvey@eur.army.mil  
brigitte.schanz@eur.army.mil  
karl.sawallisch1@eur.army.mil

**IMPORTANT:** *You have multiple options to get compensated for shipping damage to your POV!*

1. *The contractor's agent may make an on site settlement offer*
2. *You can file directly with the contractor*
3. *You can file with your private insurance company*
4. *You can file with the U.S. Government*



## BAUMHOLDER CLAIMS DIVISION

Claims are not accepted on a walk-in basis, walk-ins are on Wednesdays. However, if you would like to speak with a particular claims examiner, we recommended that you call to ensure that the examiner will be available and able to assist you. You may call (314) 485-6507 with any questions.

### Mission

The mission of the Baumholder Claims Office is to promptly and thoroughly investigate, adjudicate, and settle claims filed both on behalf of the United States and against the United States. These include personnel claims, tort claims, and Article 139 claims.

### Personnel Claims

Personnel claims arise from damage to personal property incident to service. These claims include damage to household goods during shipment and claims for damage in on-post quarters caused by fire, flood, unusual occurrence, theft, or vandalism. If you need assistance or guidance in filing a Personnel Claim you may come into our office at Building 8222, Ordnance Rd, Smith Barracks, Baumholder, or call us at (314) 485-

6507.

### Tort Claims

Tort Claims are claims arising out of personal injury, wrongful death, or property damage allegedly caused by the negligence of a government employee acting within the scope of his or her employment. Tort Claims include both medical malpractice, some motor vehicle accidents, and some slip and fall claims. If you believe that you may have a tort claim please contact us at (314) 485-6507.

### Article 139, UCMJ, Claims

An Article 139 (UCMJ) Claim is an administrative mechanism for assessing and paying restitution to the victims of certain types of criminal offenses committed by active duty service members. While any individual (to include both civilians and service members), business entity, state or local government, or charity may submit a claim under Article 139, an Article 139 Claim may only be filed for property that is willfully damaged (i.e. vandalism) or wrongfully taken (i.e. theft). Therefore the act which caused the damage must be a criminal act. Claims founded in breach of contract or fiduciary duty or not proper Article 139 Claims. In addition, losses due to acci-

dent or negligence, even gross negligence, are not payable. If your service member neighbor ran over your motorcycle while it was parked in the street outside your quarters, you would not be able to file an Article 139 claim against your neighbor unless the damage was done intentionally, i.e. willfully damaged. Further, if you rented an apartment to a service member and s/he left your property in an unsatisfactory condition, your remedy is contained in the terms of your lease agreement and is contractual in nature. Your damages could not form the basis of an Article 139 claim. The key factor is that at the time when the damage or loss was caused, the service member was committing the criminal act of either wrongful taking, or willful damage.



## DOWNLOADING MIGHT BE EXPENSIVE

In the past few months we saw many clients who received letters from German Law firms representing license holders of copyrighted downloaded materials. These letters contained several demands with the implicit threat of a lawsuit if those demands were not met. The clients were obviously blamed for copyright infringement by downloading/uploading music or movies in a so-called "file-sharing community". Since it is so easy and convenient to download entertainment in the privacy of your own home, music and movie downloads have become very popular. But you should know that many of those downloads are not legal, especially when the authorization of the copyright holder is missing. So be careful when downloading music or movies in these file-sharing communities, because at the same time that you are downloading a movie or a song from someone in that community, any other member of the community has the chance to download it from your computer. And that means that you have published potentially copyrighted materials without the authorization of the license holder.

Obviously there are several law firms investigating file-sharing communities. When downloading a movie or a song from your internet account, they get your IP-address. Since in case of copyright infringement, the Internet providers in Germany are required to disclose personal information of the account holder, it is very easy for them to obtain your identity and physical address. That is how you get these

letters.

When getting such a letter, you may say that you are not responsible for the copyright infringement, since you were definitely not at home when the download/upload took place, but be careful. Courts have already decided that the account holder is responsible for his or her Internet account, especially for third parties in his or her household, who have access to that account. You will be surprised to hear that you might even be responsible for individuals whom you don't know at all. By using an unsecured Wireless Local Area Network (WLAN) router, "uninvited visitors" may use your WLAN for improper downloading without your even knowing it. So make sure that your WLAN is secure by changing your password often and switching off your WLAN router when you have no intention of using it. You might also change your settings so that administrative rights can only be exercised if a cable is put into the device and file-sharing sites are blocked.

Regarding the copyright infringement, the law firms want the recipients of the letters to do three things: sign a "declaration to cease and desist", pay the attorney's fees and pay compensation for monetary damages.

In this declaration you need to state that you will not publish the copyrighted materials in future (anymore). If you are not willing to

sign it, the law firm may get an injunction for a "cease and desist order" in court. The declaration will be subject to a penalty. Even if you did not perform the illegal downloading, you might have to sign a declaration saying, for example,

that you will no longer leave your WLAN router unsecured. Since this declaration is a legally binding document, you should talk to a legal assistance attorney before signing it.

Under German law, the party at fault is required to cover the other party's attorney's fees if there is a legitimate claim. Since the license holder's copyrights were violated by the illegal download/upload, you would have to pay his attorney's fees. But these fees are limited to 100 EUR, if a consumer has done it only once and the case is "easy to handle".

Compensation for monetary damages is owed, if you were the one who actually performed the illegal download/upload. Since it might be hard to prove what their monetary damages are, they usually request a lump sum.

In order to avoid these kind of problems you should stop downloading materials if don't know whether they are copyrighted or not. If you already have received a letter from a German law firm, you should seek help at your Legal Assistance Office in order to discuss the different options for your particular case.



## LEGAL PROBLEMS IN GERMANY

While being stationed in Germany, you will necessarily participate in German daily routine. That means you will probably get in touch with German Laws, e.g. when renting an apartment, signing up for a phone contract, buying a vehicle, etc. So, if there are any questions about the German Law or legal problems, feel free to contact the Baumholder Legal Assistance office. Our German Attorney is happy to assist you. If necessary, we can provide a list of English speaking German attorneys on the economy in the Baumholder area or obtain such a list from other Legal Assistance Offices for their areas.



## DEFENDING THOSE WHO DEFEND AMERICA™

Trial Defense Service (TDS) represents Soldiers involving criminal matters. Soldiers facing punishment under Article 15, UCMJ, separation, or Courts-Martial must report to the TDS office on Wednesdays and Fridays only and be signed in before 0915 hours for a briefing. Soldiers facing possible UCMJ or who are under investigation may seek assistance from the TDS office during any duty day (Closed Thursdays) before 1600 hours. All TDS hours are subject to change without notice. The Baumholder TDS office number is DSN: 485-6483.

## BAUMHOLDER LEGAL ASSISTANCE OFFICE

### Mission

The Baumholder Legal Assistance Office provides accurate and timely legal assistance services to Soldiers, Family members, DoD Civilians, and Retirees, covering a wide range of legal topics.

### Services

#### Appointments:

Legal assistance appointments are made up to two weeks in advance by either coming into the legal assistance office or calling DSN 485-6506, comm. 06783-55606 during business hours.

Legal counseling is provided on an appointment-only basis only. Common matters that we can help with include:

- Family Law
- Wills
- OER/NCOER Appeals
- FLIPLS
- Landlord Tenant
- Consumer Law (including phone

calls)

The following are services we cannot provide pursuant to AR 27-3: Military Justice matters (UCMJ), private business transactions, litigation against the United States, and employment matters (except enforcement of USERRA).

Other services may be provided as resources allow.

#### Wills:

A Will Worksheet MUST be completed prior to your appointment time to expedite the processing of your Last Will and Testament. Will appointments can include: *Advanced Medical Directive Health care powers of attorney Advanced Medical Directives*, also known as living wills, allow you to make advance decisions about life support. Health care powers of attorney allow you to name a person to make medical decisions for you if



you become unable to make decisions for yourself.

### Powers of Attorney and Notarial Services:

Powers of Attorney and Notarial services are offered on a walk-in basis at any time during office hours. General powers of attorney and specific powers of attorney are available. Not every document presented can be notarized. Determinations are made based on the Army notary regulation.

Hours of Operation:  
Monday-Friday 0900 to 1600  
Closed each day 1230-1300 for Lunch

Phone Numbers:  
DSN 485-6506  
Comm. 06783-66506

Location:  
Baumholder Legal Center  
Building 8222, Second Floor  
Website:  
<http://www.baumholder.army.mil/sites/local/Legal/LAO.pdf>



## German TV and Radio Fees

When moving on the German economy soon or later you will probably get a letter from the GEZ (Gebühreneinzugszentrale), which is the institution for the collection of charges for the public-law broadcasting. According to German Law, everyone who owns a television, radio and/or any other device which makes it possible to watch TV or listen to the radio, is required to pay a fee. But here's the good news: members of the US Forces, the civilian component and their dependents are exempted from that fee. If you or your German (LN) Spouse is getting a letter from GEZ you might want to see Legal Assistance in order to get a letter confirming your status with the US Forces in Germany.



## Holidays Greetings

As the year ends, we think about all we are grateful for. Our relationship with you is one thing we treasure. Thank you for the opportunity to serve you. We wish you a merry Christmas and much success in the New Year. **Happy Holidays from the Baumholder Legal Center!**

### New Directive on Winter Tires

Winter is back in Germany, and just recently Germany has changed the rules for winter tires. In the past you had to have "appropriate tires" for the weather conditions. Now, the new version of section 2 paragraph 3a of the Road traffic ordinance (StVO) reads that you have to have winter tires/all weather tires (symbols: M+S, snowflake or three peak mountain) when operating a vehicle on black ice, packed snow, snow slush, icy or frosty condition. Since this directive is to regulate the operation of a vehicle, the driver is always responsible to make sure that the vehicle has the appropriate tires and he is not able to blame it on the registered owner when getting fined. The fine went up from 20.00 EUR to 40.00 EUR and from 40.00 to 80.00 EUR plus 1 point when traffic was obstructed. So better make sure your tires have either, the snowflake, the three peak mountain or the M+S symbol, since ice and snow is guaranteed when being around the Baumholder area.



## ARTICLE 139 CLAIMS—HOW TO USE IT

Have you ever been the victim of either theft or the reckless or intentional destruction of property at the hands of a Soldier? If so, did you know that you may be able to recover your loss through the use of an Article 139 claim against that Soldier?

"Redress of injuries to property," Article 139 of the U.C.M.J. allows commanders to investigate allegations of theft or destruction of property by Soldiers and to direct finance to pay the victim directly where appropriate. The remedy is designed to ensure that people are compensated when Soldiers commit fraud against them, steal from them, or vandalize their property.

It is not designed to allow a creditor to collect a debt when the debt is disputed or the debtor has had trouble making repayments. Similarly, Article 139 claims cannot be used to recover money for damage or loss which was caused by negligence instead of inten-

tional or reckless misconduct on the part of the Soldier.

Specific examples of situations in which a person could recover under an Article 139 claim include where one Soldier uses another Soldier's telephone card without the owner's permission or where a Soldier slashes the tires of someone's car.



Any individual or entity, civilian or military, may file an Article 139 claim against a Soldier. Generally, the claim must be submitted within 90 days of the incident which gave rise to the claim. This period can be extended for good cause, which includes not knowing about Article 139 procedures. The person or entity making the claim must file it with the special court-martial convening authority (SPCMCA) having jurisdiction over the alleged offender. However, any claims office can accept the claim and forward it to the SPCMCA which has jurisdiction. The claim must be signed

and list a specific sum of money. The next step involves the SPCMCA appointing an officer to conduct an investigation. If the investigating officer determines that it is more likely than not that the claim is valid, then the SPCMCA can order up to \$5,000 in compensation to be approved immediately and can recommend approval of higher levels of compensation to the U.S. Army Claims Service. This money is then collected directly from the wrongdoer's paycheck and transferred into the account of the claimant. If you have questions about obtaining compensation under an Article 139 claim contact claims personnel at mil 485-6507 or visit the Baumholder Legal Service Center Office, Building 8222 on Smith Barracks, any Wednesday (except on German/U.S. Holidays, or LN shop agreement days) between 8 a.m. and 3 p.m. (closed from noon to 1)

## GENERAL INFO ABOUT PHONE CONTRACTS IN GERMANY

### 1. Signing up for a phone contract

A. Most phone companies offer contracts with a minimum duration of 12 or 24 months, which will automatically be renewed for another 12 months, if they are not terminated 3 months prior to the expiration date.

B. Since these contracts basically do not have a "deployment" or "PCS" clause, there will be serious issues, if you need to cancel early. In Germany there is no legal right for Service members to be released early. Even though companies might let you out of the contract prior to the expiration date, they want you to pay the remaining monthly fees and sometimes an additional compensation fee. If they promise not to do so, get it in writing.

C. You need to read and understand the terms and conditions of the contract before signing it. Get help, if you don't understand, especially when everything is in German. If you know that you won't be in the country for another 12 or 24 months, ask for different options as month-to-month contracts, prepaid phones, etc.

### 2. Your phone bill

A. You will receive a monthly bill, which should be reviewed immediately. If you feel not comfortable with the bill, you need to file your dispute in writing without

delay. Make sure to have proof that the company did receive your dispute.

B. If you do not receive a bill, you need to contact the company at best in writing, since you cannot expect to get free service. If an undisputed bill remains unpaid, the company has the right to turn off the service and cancel the contract. But this will not prevent you from paying the remaining monthly fees.

### 3. Terminating the contract

A. A cancellation notice has to be in writing. The burden of proof that the cancellation was received by the phone company is on you. So make sure to get a confirmation receipt.

B. Check your contract for the requirements of a termination. Understand that most contracts have a minimum duration and automatic extension, so that the options for a cancellation are very limited. And since there are no "deployment" or "PCS" clauses, most companies will make you pay for an early release.

### 4. Important to know

A. If you talk to someone, make your notes including date, time and name. Do everything in writing and make copies for yourself. Keep all documents and receipts.

B. If you need help with your phone contract, contact your local Legal Assistance Office at DSN: 485-6506 CIV: 03783-6-6506

A SPECIAL THANKS FOR THE PEOPLE AT THE LEGAL OFFICE THAT MADE THESE NEWSLETTERS POSSIBLE: PAMELA J. CATER, ANDY K. HARVEY, HOLGER BLUG, CPT JACK B. COHEN

## PET OWNERS LIABILITY INSURANCE

Pet owner liability insurance covers the liability caused to the pet owners by their pets. In simple words, it covers the losses caused to third parties by pets. Pets may destruct neighbors' or passersby's' properties.

Hence pet owners in particular, exotic and furious pet owners should obtain a pet owner liability insurance for protecting themselves and others from possible losses caused by their pets. If a mischievous dog, for instance, spoils the expensive carpet of a neighbor, it is the pet owner who is answerable for the damage.

Not only the damage caused to the property, the pet owner liability insurance covers the cost of injury or death caused by pets to other pets or people as well. This feature is applicable in particular, to the dog owners. Claims resulting from dog bites are the most commonly experienced problem by the dog owners. Usually coverage includes pet attacks to third parties and property damages caused by pets. (Source: MyPetCover.com)