

Bring on the ice, snow, wind, and rain.

The Personnel Claims Act (PCA) specifies what type of claims are payable under the Army Claims System. Claimants can be reimbursed for loss or damage incident to their service that is caused by "extraordinary hazards," which include "fire, flood, hurricane, and other unusual occurrences, or by theft or vandalism." If a loss isn't caused by one of these hazards it won't be covered under the PCA.

The determination of what constitutes an unusual occurrence is often very fact specific. The general rule is that if, in any given circumstance, your chances of suffering a particular loss are the same whether you are a civilian or a DOD employee the event would not qualify as an unusual occurrence. The weather frequently creates circumstances that seem to be unusual occurrences. Fortunately, the Army Claims Pamphlet, DA Pam 27-162, provides clear guidance in most situations.

Damage to private property on the installation that is caused by severe weather conditions is not always considered an unusual occurrence. Claims for such damage may not be paid. It depends on how severe the severe weather really was and whether such weather is unusual for the given location.

For instance, a claim for damage sustained during a hailstorm will not normally be considered a result of an unusual occurrence. While not frequent, hailstorms are not that unusual. An exceptionally severe hailstorm, however, with baseball-sized hail is unusual and would likely be the basis for a valid claim.

Another example would be a Soldier who files a claim for damage caused by snow that slid off the roof of his on post quarters and collapsed the roof of his vehicle. Such a claim at Fort Wainwright, Alaska, would be denied. Everyone in Alaska should know the danger posed by snow sliding off of roofs. It is not an unusual occurrence in Alaska. The same claim at Fort Lee, however, might be paid. Such a large amount of snow is unusual for this area and could form the basis for a valid claim. The real question for our Fort Lee Soldier would be whether, despite the fact the heavy snow was unusual, he was negligent in not identifying the possible risk in parking so close to his quarters.

The same analysis applies to damage caused by high winds. In areas where high winds are frequent, especially in areas where sandy soil is common, damage to a vehicle caused by blowing winds will likely not be considered unusual. If, however, extraordinarily high winds occurred on a particular occasion, causing "unusual" damage such as driving a pebble through a windshield or blowing a dumpster into a parked vehicle, it could be the basis for a valid claim.

By far the most common adverse weather conditions encountered are rainstorms. Unless the rain causes flooding, the water usually does not cause damage resulting in a claim. The lightning, power surges, or power failures that come with the rainstorm sometimes create circumstances that may result in a valid claim. But the circumstances are very limited.