



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 9, 2014

CBCA 3692-TRAV

In the Matter of REBECCA J. BIGLOW

Rebecca J. Biglow, Salida, CO, Claimant.

Lynn Stapor, Chief, Fiscal Services Division, Bureau of Indian Affairs, Department of the Interior, Reston, VA, appearing for Department of the Interior.

WALTERS, Board Judge.

Claimant, Rebecca J. Biglow, has asked that the Board review disallowances of reimbursement for certain travel expense items she incurred while serving as an hydrologist for the Bureau of Indian Affairs (BIA). Her work involved burned area emergency response efforts relating to two fires in Palm Springs, California, and on the Yakama Reservation in the State of Washington. For the reasons explained herein, we find that BIA correctly disallowed some, but not all, of the items in question.

Background

Claimant had been hired by BIA as an emergency casual employee, pursuant to special authorization. Because of this, claimant states, prior to embarking on the two trips involved – which were, respectively, from July 28 through August 2, 2013 (for the “Mountain Fire” in Palm Springs) and from August 3 through August 16, 2013 (for the “Mile Marker 28 Fire” on the Yakama Reservation) – she was never provided direction with regard to the applicable agency travel policies and regulations. Accordingly, she was unaware that certain expenses related to car rental would not be recoverable. More particularly, she had not been instructed to avoid agreeing to take either personal accident insurance or loss damage waiver or to purchase fuel from a car rental company. A total of \$930.74 was disallowed of the costs she

submitted for her rental cars for the two trips. The great majority of this total was for the personal accident insurance and the loss damage waiver she purchased from the car rental agency for the Yakama Reservation trip. A charge of \$35.07 was also disallowed for the fuel purchased from the car rental company in conjunction with the Palm Springs trip. Claimant subsequently questioned the disallowances, and the BIA travel payments office, on December 20, 2013, affirmed the decision to disallow the \$930.74, albeit recognizing that the expenses had been incurred only as a result of the agency's failure to provide claimant with proper instructions.

BIA advised claimant that she could pursue an appeal to this Board and, by letter of January 23, 2014, she submitted a notice of appeal to the Board challenging the disallowances.

Discussion

The Federal Travel Regulation (FTR) makes plain that a government employee will not be reimbursed for the cost of collision damage waiver or theft insurance purchased from a car rental agency in conjunction with official travel within the continental United States (CONUS). In this regard, FTR 301-10.451(a) (41 CFR 301-10.451(a)) reads:

§ 301-10.451 May I be reimbursed for the cost of collision damage waiver (CDW) or theft insurance?

(a) *General rule – no.* You will not be reimbursed for CDW or theft insurance for travel within CONUS for the following reasons:

(1) The Government is a self-insurer.

(2) Rental vehicles available under agreement(s) with the Government includes [sic] full coverage insurance for damages resulting from an accident while performing official travel.

(3) Any deductible amount paid by you may be reimbursed directly to you or directly to the rental agency if the damage occurred while you were performing official business.

Similarly, FTR 301-10.452 advises that personal accident insurance obtained from the rental car agency is not reimburseable. Thus, under the regulations, insurance and damage waiver costs for rental vehicles used for official travel purposes are simply not expenses that can be reimbursed. *Jason D. Rohloff*, GSBCA 16576-TRAV, 05-2 BCA ¶ 33,009; *Andrew R.*

Miller, GSBCA 14486-TRAV, 98-2 BCA ¶ 29,921; *Debra Dreisbach*, B-261141 (Nov. 9, 1995). Claimant could not be reimbursed for those expenses, even if she had received incorrect assurances of reimbursement from the agency, which was not the case. *See Jason D. Rohloff*, 05-2 BCA at 163,593. The disallowance for insurance and damage waiver purchased from the rental car agency, accordingly, was appropriate.

On the other hand, total disallowance of reimbursement of the \$35.07 for fuel was not justified. It is not disputed that claimant incurred that cost. The receipt provided shows she paid \$35.07 for fuel to the car rental agency. It is not clear from the documents presented whether the cost was a prepaid fuel cost or the cost of the rental agency filling the tank for claimant upon her return of the vehicle, because she had no time to stop for gasoline on her way to the airport. Moreover, the FTR does not preclude reimbursement under either scenario, and the agency policy document provided as authority for the disallowance does not mandate disallowance. To the contrary, it seems to indicate that prepayment may well be beneficial to the agency and recognizes that circumstances may dictate that an employee not fill the gas tank before returning the vehicle:

Do I have to fill up the gas tank before returning the vehicle to the rental car company?

That depends on your travel plans. Some rental car companies offer gas at or below the market rate when you pre-pay for a tank. If you intend to travel a long distance, inquire about pre-paying for gas. If you do not plan to use a full tank, this would not be beneficial.

If pre-payment for fuel is not available or not beneficial, you should fill the tank prior to returning the vehicle. Gasoline charges are more costly at the car rental agency than at a local gasoline station. Time constraints may occasionally make it impossible to fill up before returning the car, however, this practice should not be routine.

Department of the Interior, *Travel Guide for the Smart Traveler*, 7 (Office of Financial Management July 2004). Here, the agency did not inquire into the circumstances surrounding the fuel charge and did not establish the extent, if any, to which the \$35.07 claimant paid would have exceeded the “market rate.” Automatic disallowance of the \$35.07 was improper. The agency should consider whether, in light of the circumstances, reimbursement of that cost would be appropriate.

Decision

Although the claims for insurance and damage waiver reimbursement are denied, claimant may be entitled to recover the \$35.07 she paid the rental car agency for fuel. The agency should revisit this issue.

RICHARD C. WALTERS
Board Judge