



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

---

April 17, 2023

CBCA 7603-TRAV

In the Matter of MARILYN S.

Marilyn S., Claimant.

Bonnie L. Petree, Lead Senior Accountant, Office of the Comptroller, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

**GOODMAN**, Board Judge.

Claimant is a civilian employee of the Department of Defense. She has asked this Board to review the agency's denial of reimbursement of certain rental car charges during temporary duty (TDY) travel.

Background

Claimant was issued travel orders to various locations in France, to depart Washington/Dulles Airport on February 11, 2022, and arrive at Charles De Gaulle airport, Paris, France, on February 12, 2022, and return February 23, 2022, from Nice, France. Claimant states that she had intended, after landing in Paris, immediately to take the train to the first stop on her temporary duty (TDY) itinerary, Bordeaux, where she would pick up a rental car and continue traveling with other federal employees, and to return the car at the airport in Nice, her final TDY itinerary stop, upon departure. Before she began her travel, she noticed that her travel itinerary dated February 8, 2022, issued through the Defense Travel Service (DTS) travel agency, SATO Travel (SATO), stated that the rental car would be picked up in Paris (requiring a drive of more than six hours to get to Bordeaux) from the SIXT rental car agency, rather than in Bordeaux. The travel orders contained locator number QQUDNH, matching the locator number for the DTS itinerary, which included the rental car

reservation with the pick up in Paris and drop off in Nice, designated by reservation number 9917029462.

Claimant states that all reservations are made by her office's travel analyst through DTS. She notified the travel analyst of the error in the rental car itinerary before she began her TDY travel, and she was told that SATO would correct the itinerary.

When claimant arrived in Bordeaux on February 12, 2022, after having taken the train from Paris, the SIXT rental car agent informed her that the reservation in their system indicated that the car was to be picked up in Paris. Claimant states further:

The [SIXT] agent told me that she could transfer the pickup location to Bordeaux. I agreed and she proceeded to process the rental pickup location update. I did not go thru [sic] any retail websites on this rental. As a note, the agent wasn't fluent in English and I'm not proficient in French so there may have been some misinterpretations on her part. I didn't ask for a new reservation, I kept the reservation that was already in the system but accepted the change in pickup location only.

Claimant states that she reviewed the rental contract and advised the rental agent that insurance charges and additional driver charges<sup>1</sup> in the contract were not required. However, the agent told her that if she did not accept those charges she could not take possession of the vehicle. Insurance and additional driver charges totaling \$460.17 were added to the billing receipt as follows: loss/damage \$276.00; tire and windshield \$106.86; and additional driver expense \$77.31. These charges were added to the total amount billed on the SIXT receipt when she returned the car in Nice on February 22, 2022. The SIXT receipt has a reservation number 9917206227, which differs from the reservation made through DTS.

After claimant returned and submitted her travel voucher, the agency denied claimant reimbursement of the insurance and additional driver charges because they are not mandatory insurances in France, and the Government is self-insured and does not require or accept additional driver charges. After the agency denied reimbursement, claimant contacted a DTS official, who contacted an account manager for the SIXT rental car agency. The SIXT account manager informed the DTS official that the reservation had been made through a retail website, was rented outside of the U.S. Government Rental Car Agreement, and refused to relieve claimant from the insurance and additional driver charges.

---

<sup>1</sup> The additional driver charges were apparently added because at least one federal employee who was also to be traveling in the rental car on the TDY itinerary from Bordeaux to Nice would also be assisting with the driving.

### Discussion

In response to claimant's request for review, the agency states that "a rental car was reserved for pickup in Paris using required services of the DTS. . . . This rental car was not used." Rather, the agency alleges that the "plan was changed" from picking up the car in Paris to picking up the car in Bordeaux and that the changed reservation was made through a retail website, not through the DTS as required.

The agency states:

Because the car reservation was made via the retail website, [the government travel office] would not have any knowledge of this reservation. The [claimant] asked [the DTS official] in an email if GARS [the government administrative rate supplement] could be added to the bill. [The DTS official] responded that the decision made by [the rental car account manager] could not be overturned.

The agency denied reimbursement of the insurance charges, pursuant to Joint Travel Regulations (JTR) 020209-C (Feb. 2022):

Reimbursement for Rental Vehicle Insurance. The Government is self-insured. A traveler should verify that a rental vehicle is part of the U.S. Government Rental Car Agreement, which provides full insurance coverage. The traveler is reimbursed optional insurance on a rental only when traveling in foreign areas where insurance is required by law or when traveling for certain classified special operations in the CONUS [continental United States] or non-foreign areas OCONUS [outside CONUS]. For these classified special operations, the AO [approving official] must specifically approve the insurance reimbursement.

The Government does not reimburse additional driver charges because, pursuant to the government rental car agreement referenced in the regulation, all federal employees traveling together are deemed authorized drivers.

Claimant denies the agency's allegations that her plans changed and she did not pick up the car in Paris as originally planned. She had always planned to take the train from Paris to Bordeaux and pick up the car in Bordeaux, the first stop on her TDY itinerary, as evidenced by her informing her office's travel analyst of the error in the pick up location on the itinerary before commencing travel. She was told the pick up location would be changed by the DTS travel agency, SATO. Her stated intent to take the train from Paris to Bordeaux, rather than drive a rental car from Paris, was certainly credible, as the route from the Paris

airport to Bordeaux would have required a drive of more than six hours. Claimant did travel by train from Paris to Bordeaux as planned, and her travel voucher indicates that she was reimbursed the cost of the train fare as public transportation.

The assertion by the SIXT account manager that the reservation was made through a retail website raises issues involving the conduct of SIXT's handling of a DTS-created reservation. When claimant arrived at the SIXT rental agency in Bordeaux, she was told by the SIXT rental agent that the reservation in the SIXT system showed a pick up in Paris. This was clearly the DTS-created reservation that was on claimant's itinerary issued by SATO, not one created on a retail website. When the SIXT agent told her she would change the pick up location to Bordeaux, claimant did not ask for a new reservation, believed the DTS-created reservation remained in place, and accepted the change in pick up location only.

If a reservation was created outside of DTS on a retail website as alleged by the SIXT account manager, this was created by the SIXT agent at the time the pick up location was changed, as the DTS-created reservation was in place until then. The claimant had no reason to believe another reservation had been created, was not informed that it had been created, nor was it evident to her that it had been created. The SIXT agent, after changing the pick up location, demanded that claimant agree to pay the charges at issue before giving her the car. Claimant was faced with agreeing to the charges or not having a vehicle. In the past, we have recognized that "we cannot expect perfect knowledge from travelers on the road, who often have to figure out how to deal with unexpected travel situations without the ability to obtain thorough guidance from their permanent duty station." *Renee Cobb*, CBCA 5020-TRAV, 16-1 BCA ¶ 36,240, at 176,821. In such situations, the traveler, when attempting to find a solution to a problem, "must use the same standard of care when he or she incurs expenses on behalf of the Government as would a prudent person traveling for personal business. When a traveler acts reasonably, as a prudent traveler, an agency will typically retroactively amend the travel orders and reimburse the employee for the costs associated with the circumstances." *Jeffrey M. Downing*, CBCA 5032-RELO, 16-1 BCA ¶ 36,221, at 176,712.

Under the circumstances, claimant was not at fault and should not be held liable for the failure of the DTS travel agency to correct her reservation as she requested before she commenced travel or for SIXT's failure to acknowledge the DTS reservation and its subsequent creation of a new reservation outside the DTS system and the government rental car agreement. Had SATO corrected the reservation as requested by claimant, SIXT would not have had the opportunity to revise it and assert that a new reservation had been made. She used a reasonable standard of care in finding a solution to the DTS travel agency's error.

Decision

The claim is granted. Claimant is entitled to reimbursement of the insurance and additional driver charges.

*Allan H. Goodman*  
ALLAN H. GOODMAN  
Board Judge