

DECISION

24592
**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-208630**DATE:** March 22, 1983**MATTER OF:** Avis Rent A Car - Insurance -
Collision Damage Waiver

DIGEST: Contracting officer of Equal Employment Opportunity Commission authorized the rental of an automobile including payment of collision damage waiver and personal accident insurance. Rental agency may not be paid for that part of invoice pertaining to these insurance items since FTR para. 1-3.2c(1) prohibits payment for collision damage insurance, and the same rule applies to personal accident insurance. Erroneous acts of Government employees may not be used as the basis for expansion of the Government's liability beyond that created by statute or regulation.

The issue presented in this case is whether a commercial rental car agency may be paid for collision damage waiver and personal accident insurance agreed to by a contracting officer of the Equal Employment Opportunity Commission pursuant to a rental agreement entered into between the rental agency and the Commission. For the reasons which follow, the answer is no.

The matter is presented here in a request for an advance decision from Ronald P. Passero, an authorized certifying officer of the Equal Employment Opportunity Commission (EEOC). Avis Rent A Car has submitted an invoice for a rental from January 11 to January 26, 1982, in the amount of \$544.05 which includes \$116.25 for collision damage waiver and personal accident insurance. The vehicle was apparently used by the EEOC Chairman's Office for local travel while the car that was normally used was being repaired. The rental agreement provided for the payment of the insurance waiver. However, the certifying officer has declined to pay that portion of the invoice covering the collision damage waiver and personal accident insurance premiums because payment is prohibited by Federal Travel Regulations, FPMR 101-7, para. 1-3.2c(1) (September 1981) (FTR). It is this unpaid portion which Avis is now claiming.

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Paragraph 1-3.2c(1) of the FTR provides:

"Agencies may not pay or reimburse the employee for the cost of collision damage waiver or collision damage insurance when official travel in the rental vehicle is performed wholly within the conterminous United States, Alaska, Hawaii, the Commonwealth of Puerto Rico, or the United States territories and possessions. However, agencies are authorized to pay for damage to the rented vehicle up to the deductible amount contained in the rental contract if the damage occurs while the vehicle is being used for official business."

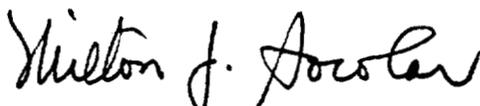
These regulations, having been issued pursuant to a direct statutory mandate, have the force and effect of law. Our Office has disallowed the cost of such insurance even where extenuating circumstances may exist. See Gene R. Campbell and Marvin Douglas, B-181180, B-181187, June 27, 1974, where reimbursement for the cost of collision damage waiver insurance was denied even though a supervisor had advised its purchase. See also Maxwell H. Gifford, B-184623, October 21, 1975, where reimbursement for the cost of this insurance was denied even though a rental agent had stated its purchase was mandatory, but the written contract did not so provide.

Furthermore, section 1-10.301 of the Federal Procurement Regulations (1964 ed.), after noting that it is the policy of the Government not to insure its own risks, provides that, "[i]n the absence of specific statutory authority for the payment of insurance premiums, appropriated moneys of the United States generally are not regarded as available for that purpose." Nothing in the record indicates that such authority was present here. Therefore, here there is no authority which would permit the payment of collision damage waiver premiums. Edward F. Miller, B-190698, April 6, 1978. The same rule applies to personal accident insurance obtained with a car rental. Patran and Zebrowski, B-180933, October 2, 1974.

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Where a Government official approves and promises payment beyond that allowed by applicable law or otherwise acts outside the scope of the authority actually held by him, the United States is not estopped to deny his unauthorized or misleading representations, commitments, or acts, because those who deal with a Government agent, officer, or employee are deemed to have notice of the limitations on his authority. Patran and Zebrowski, supra, and cases cited therein.

In view of the above, Avis' claim for additional payment is denied.

for 
Comptroller General
of the United States