

*Havel*



**The Comptroller General  
of the United States**

Washington, D.C. 20548

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## **Decision**

**Matter of:** Raymond B. Washburn - Reimbursement for Repair of  
Damage to Rental Vehicle

**File:** B-231082

**Date:** March 10, 1989

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### **DIGEST**

An Army employee who was authorized to rent a commercial vehicle while on temporary duty and who damaged the vehicle while returning it from the meeting place to his place of lodging at 2 a.m. was on official business and is entitled to be reimbursed for the payment of damages.

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### **DECISION**

The question presented is whether an employee who was authorized to rent a commercial vehicle while on temporary duty and who damaged the vehicle in a collision while returning it from the meeting place to his place of lodging at 2 a.m. was on official business at the time of the collision. We find that the employee was on official business, and the damages are therefore payable by the government.

### **BACKGROUND**

Mr. Raymond Washburn is an employee of the Army Missile Command at Redstone Arsenal, Huntsville, Alabama, and the amount claimed by him (\$2,100) represents the amount he was required to pay for repairs to a vehicle which he rented while on a temporary duty assignment. Mr. Washburn was issued travel orders for the purpose of attending a HAWK Missile Facility Managers Conference in Orlando, Florida, during the period April 7-11, 1986. His orders authorized commercial car rental while in the temporary duty area.

Mr. Washburn rented an automobile from Budget Rent-A-Car upon arrival in Orlando for his use during the temporary duty period. Commercial vehicle rental contracts often provide coverage for collision damage to a rented vehicle only above a deductible amount specified in the rental contract, the customer being responsible for the cost of

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damage below that amount. In such instances, additional insurance (collision damage waiver or collision damage insurance) to relieve the customer from liability for damage to the vehicle up to a deductible amount is available in the rental contract for an extra fee. Mr. Washburn properly did not obtain the extra insurance necessary to provide full collision coverage, however, since pursuant to the Federal Travel Regulations (FTR)<sup>1/</sup> agencies are authorized to pay for damage to a rental vehicle up to the deductible amount contained in the rental contract if the damage occurs while the vehicle is being used for official business.

Although the meetings ended on April 10, 1986, Mr. Washburn was not scheduled for return air travel until April 11, 1986. He states that the meetings lasted into the early evening of the 10th. Afterwards, he joined some people who had attended the meetings for dinner, leaving his rental car parked at the Marriott Hotel where the meetings had been held. After dinner he was dropped off at his place of lodging, the Hilton Inn. He then remembered that his rental car was still parked at the Marriott, three blocks from the Hilton. Since he and other government employees who had attended the meetings were leaving the Hilton for the airport the following morning in the rental car, he decided to walk to the Marriott and drive the car back to the Hilton parking lot.

While driving from the Marriott parking lot in the rain, Mr. Washburn attempted to turn on the windshield wipers and, while looking at the instrument panel, struck the rear of a parked van, substantially damaging the front passenger side of the rental car. The collision occurred at approximately 2 a.m. on April 11, 1986.

Under the terms of the rental contract, liability for the deductible amount of damage to the rental car is established, regardless of the driver's negligence. Budget Rent-A-Car determined that damage to the car was in the amount of \$2,100, which Mr. Washburn paid. He now seeks reimbursement for that amount. Mr. Washburn's claim for reimbursement was denied by the Army on the basis that because the accident occurred at 2 a.m., Mr. Washburn could not have been on "official business" at the time of the accident. The Army cites Joint Travel Regulations (JTR),

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<sup>1/</sup> Para. 1-3.2c (FPMR 101-7, Supp. 1, Sept. 28, 1981), Incorp. by ref., 41 C.F.R. § 101-7.003 (1987).

vol. 2, para. C1058 (Jan. 1, 1988),<sup>2/</sup> as support for the denial in that Mr. Washburn's return from dinner to his place of lodging at approximately 2 a.m. constituted an "unreasonable delay," and the damage to the rental car during this unreasonable delay is not an expense payable by the government since it did not occur during the transaction of official business.

Mr. Washburn contends that the collision occurred while the rental car was being driven from the meeting place to his place of lodging and that the return of the car was official business. He further asserts that the regulations do not dictate when an employee must eat meals to qualify as "official business" and that a late evening meal does not constitute an unreasonable delay.

The Army Missile Command forwarded the claim to this Office at the employee's request.

#### OPINION

The FTR, para. 1-1.3b provides that travel expenses will be reimbursed only for "those expenses essential to the transacting of official business." (Emphasis added.) There is specific authority in the regulations to reimburse employees for payments made for damage to rental cars, provided the car was "damaged in the performance of official business."<sup>3/</sup> The collision occurred while Mr. Washburn was driving the rental car from the meeting place to his place of lodging after having his evening meal. It was essential to the transaction of official business that the rental vehicle be returned to Mr. Washburn's place of lodging in order that he and the other government employees staying at the Hilton would be able to depart for the airport later on the morning of April 11, 1986, as expeditiously as possible.

The Joint Travel Regulations provide that when an employee of the Department of Defense rents a vehicle while on temporary duty, he is determined to be on official business while traveling between places where his presence is required incident to official business; between such places and places of temporary lodging; and between either of the foregoing places and places required for the sustenance,

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<sup>2/</sup> Volume 2 of the JTR implements the FTR for civilian employees of the Department of Defense. The parallel provision in the FTR is para. 1-1.3a (FPMR 101-7, Supp. 1, Sept. 28, 1981).

<sup>3/</sup> FTR, para. 1-3.2c(1).

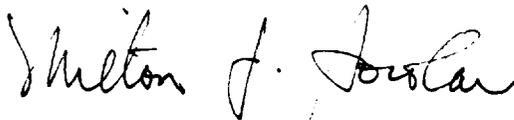
comfort, or health of the employee.<sup>4/</sup> For example, we allowed a claim for reimbursement when a rental car was damaged by an Army officer, authorized to drive the car while on temporary duty, who drove from his place of lodging to a drugstore in order to obtain required medication. Captain Kenneth R. Peterson, USA, 65 Comp. Gen. 253 (1986). Moreover, we indicated that the claim could be paid without regard to the officer's possible negligence.

In Staff Sergeant Lawrence M. Campbell, USA, B-220779, Apr. 30, 1986, an Army member was authorized to rent a car for his use together with other Army members for transportation while on a temporary duty assignment. Even though the vehicle was damaged at an undetermined time and the circumstances of the damage were unknown, we allowed payment because the vehicle was properly rented and "the damage occurred while the vehicle was being used for official business." (Emphasis added.)

Although the agency cites 2 JTR para. C1058, "Exercise of Prudence in Travel," as support for its denial, we believe that Mr. Washburn acted prudently in returning the rental car to the Hilton as soon as he realized it had been left at the Marriott. Since driving a car from the meeting place to the place of lodging would reasonably be considered official business and there was no unreasonable or undue delay, the time of day at which the accident occurred is irrelevant in this case.

The damage to the rental car occurred while the vehicle was being used for official business; therefore, Mr. Washburn is entitled to be reimbursed for the payment.

Accordingly, Mr. Washburn's claim for reimbursement of \$2,100 is allowed.



**Acting** Comptroller General  
of the United States

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<sup>4/</sup> 2 JTR para. C2101-2c.