

11/2/86

DECISION



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

FILE: B-221698

DATE: August 18, 1986

MATTER OF: Louis G. Fiorelli

DIGEST:

An Army employee was authorized to rent a car for use with other employees while on temporary duty in Germany. A tire on the rental car was damaged while being driven to the duty assignment and the gas cap was stolen from the car while parked. Under the rental agreement, the employee was required to reimburse the rental company for any tire damage and any other damage not caused by accidents. Since the damages occurred while the vehicle was being used for official business, he may be reimbursed for the expenses.

An Army employee was authorized to rent a car for his use together with other employees while on a temporary duty assignment in Germany. While the rental car was being driven to the temporary duty site, the tire on the car was severely damaged by a sidewall tear. Further, the gas cap was stolen while the car was parked on an American Army base. We are asked whether the Government may reimburse the employee for the amounts paid to the rental company for the tire damage and stolen gas cap.^{1/} We conclude that payment may be made since the damages occurred while the vehicle was being used for official business.

Mr. Louis G. Fiorelli, an Army employee, was ordered to perform temporary duty to support operations in Heidelberg, Germany. Mr. Fiorelli was authorized a rental car on his travel orders for his use together with other Army employees while on the assignment.

^{1/} Mr. Paul J. Dominick, Finance and Accounting Officer, Headquarters, Tobyhanna Army Depot, Tobyhanna, Pennsylvania, submitted the request for a decision and it has been assigned control number 86-2 by the Per Diem, Travel and Transportation Allowance Committee.

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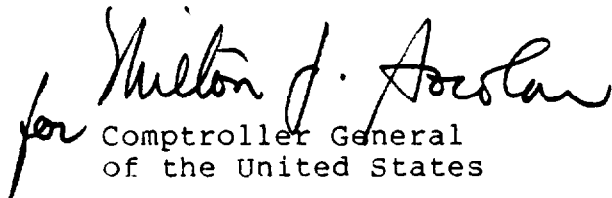
Mr. Fiorelli rented a car from Eurorent Rent a Car, Frankfurt, Germany, on September 10, 1985. Mr. Fiorelli declined the collision damage waiver, which was offered under the car-rental contract for an additional fee to relieve the renter for damages caused by accidents only to the rented vehicle. Further, the rental agreement specified that any tire damage would be at the hirer's expense.

On September 21, 1985, Mr. Fiorelli passed through a construction site in Heidelberg on a one lane road where a pipe welded to a workman's sign sticking from the curbside struck his tire, causing a tear in the sidewall. He was required by the rental company to pay \$80 for the cost of a new tire. He was also required to pay \$13.80 for a new gas cap to replace the gas cap stolen from the rental car while he was at dinner in an Army base in Heidelberg. Mr. Fiorelli paid the usual rental charges and has been reimbursed. He has submitted his claim for \$93.80, the amount he became contractually obligated to pay the rental company and paid from personal funds.

The submission states that costs for maintenance and operation of rental vehicles are usually limited to gasoline and oil, garage rent, hanger or boathouse rent, and similar expenses by Volume 2, Joint Travel Regulations, paragraph C4702, and questions whether tire damages required to be paid by the employee under the rental agreement may be reimbursed. Further, they question whether payment for the gas cap is a non-collision loss covered by the renter's comprehensive policy.

Mr. Fiorelli was authorized the use of the rental car as advantageous to the Government by his travel orders. Our review of the record indicates that no insurance covered the losses for which Mr. Fiorelli was required to pay the rental company. Since the car was being used for official travel when the tire damage occurred and the gas cap was stolen, Mr. Fiorelli may be reimbursed the \$80 for tire damage and \$13.80 for the gas cap he was required to pay the rental company. 47 Comp. Gen. 145 (1967).

Accordingly, the voucher submitted with the claim is returned to the finance officer for payment.

for 
Comptroller General
of the United States