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Claims for Reimbursement for Extra Collision Insurance for Rental Vehicles

Number: B-256669

Date: 1994-08-31

Matter of: Claims for Reimbursement for Extra Collision Insurance for Rental Vehicles File: B-256669 Date: August 31, 1994

DIGEST

DECISION

Between April 1992 and June 1992 the members were ordered to proceed from Groton, Connecticut, to Norfolk, Virginia, and vicinity to perform temporary additional duty (TAD). They were authorized to rent trucks to perform their duties and were directed to obtain extra collision insurance (i.e., Collision Damage Waiver Adjustment). When they completed their TAD, the Navy, and later our Claims Group, denied them reimbursement for the extra collision insurance.

Rental of vehicles to perform military duties is governed by volume 1 of the Joint Federal Travel Regulations (JFTR) paragraph U3415. Under paragraph U3415-C2a, reimbursement for the cost of extra collision insurance for automobiles rented within the United States is prohibited when the purchase of such insurance is optional. When extra collision insurance is not purchased and damage to the vehicle occurs, the cost of damage to the rented vehicle, up to the deductible amount, is reimbursable to the member if he or she pays the rental company, or may be paid directly by the government to the rental company. 1 JFTR para. U3415-C2b. While automobiles are the vehicles most commonly rented, the JFTR applies to trucks and other conveyances as well.

Settlement of travel claims must be made in accordance with applicable law and regulations. In the present situation the regulations specifically prohibit reimbursement for the purchase of extra collision insurance. These regulations are consistent with the government's long-standing policy to self-insure its own risks of loss. See 58 Comp. Gen. 710 (1979); 55 Comp.Gen. 1397 (1976). We are aware of no other provision of law or regulation under which reimbursement may be allowed.

The record indicates that the members were instructed to purchase the insurance. (We fail to understand the basis for such instruction, in view of the clear prohibition in the JFTR.) This fact, however, does not warrant the use of appropriated funds in violation of the JFTR provision. See Staff Sergeant Daniel J. Scott, USAF, B-191813, July 6, 1978.

While it is unfortunate that the members received erroneous instructions, there is no provision of law or regulation that would allow payment of their claims.