



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 27, 2018

CBCA 5839-TRAV

In the Matter of KEITH A. COURSHON

Keith A. Courshon, Manassas, VA, Claimant.

LCDR John J. Kanetzky, Chief Staff Officer, Research & Development Support Activity, Department of the Navy, Merrifield, VA, appearing for Department of the Navy.

BEARDSLEY, Board Judge.

Keith A. Courshon, a civilian employee of the Department of the Navy (Navy), seeks \$106.14 for the cost to refuel his rental car at the rental car facility instead of refueling at a gas station prior to returning the rental car.

Factual Background

On August 18, 2017, at 1:00 p.m., claimant left his meeting location in Lynnwood, Washington, to return his rental car and catch his flight scheduled to leave at 4:00 p.m. from the airport in Seattle, Washington. Lynnwood, Washington is approximately one hour by car from the facility at which he was supposed to return the rental car. Due to traffic congestion, however, claimant did not arrive at the rental car facility until 2:45 p.m. Upon nearing the rental car facility, claimant determined that the closest gas station was “approximately 1 mile from the facility and that refueling the vehicle would take at least 20 minutes,” and he was concerned that refueling at that gas station might have caused him to miss his flight. Claimant noted that he could have refueled several times on August 18, but had the fuel gauge reflected any amount below full when he returned the car, he would have still had to obtain fuel from the rental car facility.

The rental car facility charged \$106.14 for “fuel & service.” Claimant noted that per the rental car company’s website, the service part of the charge was “for the service and

convenience of refueling the tank.” Claimant estimated that the cost to refuel the rental car at the closest gas station would have been \$32.51 (\$3.06 per gallon x 10.625 gallons).

The Navy determined that Mr. Courshon’s decision not to refuel the rental car before returning it to the rental car facility was not prudent, and his reason for refueling at the rental car facility was not a basis upon which claimant could be reimbursed.

Discussion

The Federal Travel Regulation (FTR) and Joint Travel Regulations (JTR) identify situations in which the cost to refuel at the rental car facility will be reimbursed. Those situations did not exist in this case. FTR 301-10.450(d) states:

What are the policies when authorized to rent a vehicle for official travel?

Travelers are not to be reimbursed for purchasing pre-paid refueling options for rental cars. Therefore, travelers should refuel prior to returning the rental vehicle to the drop-off location. However, if it is not possible to refuel completely prior to returning the vehicle because of safety issues or the location of [the] closest fueling station, travelers will be reimbursed for vendor refueling charges.

41 CFR 301-10.450(d) (2016).

The JTR states:

If a traveler cannot refuel completely before returning the [rental] vehicle because of safety issues or the location of the closest fueling station, then the rental vehicle company’s charges to refuel the vehicle may be approved for reimbursement.

....

If a traveler incurs gas or oil expenses [for the traveler’s rental vehicle], then the traveler may receive reimbursement.

Note: Prepaid fueling is not authorized.

JTR 020209, tbl. 2-8. Claimant’s decision to refuel at the rental car facility was not due to safety concerns or the location of the closest fueling station, but to unexpected traffic.

Moreover, federal travelers are required to “exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.” *Teresa R. Jones*, CBCA 5774-TRAV, 17-1 BCA ¶ 36,836, at 179,505 (citing *Jeffrey M. Downing*, CBCA 5032-RELO, 16-1 BCA ¶ 36,221, at 176,712); 41 CFR 301.2.3. Claimant’s failure to refuel on his way to the rental car facility was not prudent and led to non-reimbursable refueling charges.

We find that Mr. Courshon is not entitled to reimbursement in the full amount of the cost for refueling at the rental car facility. Claimant, however, is entitled to the reasonable cost of fuel for the rental car had claimant purchased the fuel at a gas station. Claimant estimated this amount to be \$32.51. We find this amount to be reasonable and supported and should be used for payment purposes.

Decision

For the foregoing reasons, the Board affirms the Navy’s determination and denies the claim for \$106.14 for refueling claimant’s rental car at the rental car facility. The Board concludes that the claimant is entitled to recover \$32.51.

Erica S. Beardsley

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Board Judge