



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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May 22, 2025

CBCA 8384-TRAV

In the Matter of ROBERT C.

Robert C., Claimant.

Bonnie L. Petree, Lead Senior Accountant, Office of the Comptroller, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

**SHERIDAN**, Board Judge.

Claimant, a civilian employee of the Department of the Navy (Navy), requests that the Board review the Navy's decision to deny a portion of claimant's rental car charges and fuel costs. We deny the claim.

Background

Claimant received orders to travel for a week-long temporary duty (TDY) assignment scheduled to begin on February 3, 2025. Claimant needed a rental car to travel from his duty station to the airport. The rental car agencies near claimant's duty station do not open before 8:00 a.m., and claimant's flight departed from the airport early on the morning of February 3. As a result, the approving official authorized claimant to pick up a rental car the day before his TDY departure and drop it off en route to the airport the following morning.

At 12:41 p.m. on February 2, 2025, claimant picked up a rental car from Avis. That evening, claimant fell ill. On the morning of his February 3 departure day, claimant notified the government contractor handling his TDY reservations and car rental agreement that he was unable to travel due to the illness and that he needed to cancel his TDY assignment.

Due to the severity of his illness, claimant spent most of February 3 unable to return his rental car. Eventually his symptoms subsided, and, at around 6:00 p.m., claimant returned his rental car, approximately thirty hours after he picked up the car. As Avis was closed when claimant dropped off his car, claimant left the keys in an after-hours drop-off box. Avis did not book claimant's rental car as returned until 8:09 a.m. on February 4. As claimant returned his rental car more than twenty-four hours after picking it up and Avis charges customers by the day, Avis charged claimant for an additional day of car rental.

After Avis would not refund claimant for the extra day of car rental, claimant sought reimbursement from the Navy. The Navy denied claimant's request, only allowing reimbursement for the authorized one day of car rental. The Navy now also challenges claimant's request for reimbursement of \$7.66 in fuel costs. The Avis dealership where claimant picked up and returned his rental car is about twelve miles from claimant's residence. Thus, claimant's round-trip to pick up and return the car would be approximately twenty-four miles. Yet, claimant's car rental invoice shows that claimant drove sixty-six miles. The Navy views the unaccounted for forty-two miles as unauthorized travel and believes that claimant should receive reimbursement for only half of his claimed fuel costs.

### Discussion

As a Department of Defense civilian employee, claimant is subject to the Joint Travel Regulations (JTR). *See, e.g., Gary J. Maynard*, CBCA 5751-RELO, 17-1 BCA ¶ 36,874, at 179,749. The JTR stipulates that when "a TDY order is canceled while the traveler is en route to the TDY location, then the round-trip standard travel and transportation allowances are authorized between" the traveler's point of departure, the point at which the traveler received notice of cancellation, and the traveler's return to the point of departure. JTR 020201-B (Feb. 2025). The JTR makes no other reference to reimbursement for transportation expenses when TDY is canceled. The Board, however, recognizes that "[n]on-refundable fees resulting from cancellation of travel plans . . . [are] reimbursable if the cancellation was the result of a legitimate change in government requirements and the employee acted with reasonable prudence." *Diane M. Balderson*, CBCA 2417-TRAV, 11-2 BCA ¶ 34,811, at 171,312 (citing *William J. Dearing*, GSBCA 14578-TRAV, 98-2 BCA ¶ 29,858); *see also Catherine E. Grow*, CBCA 2463-TRAV, 11-2 BCA ¶ 34,885, at 171,569 ("An employee assigned TDY who departs prematurely for the TDY destination on authorized annual leave which would not have been taken but for the TDY assignment should not be penalized by reason of a subsequent cancellation [by the Government] of the TDY.").

While claimant's actions may have been reasonably prudent in deciding not to return his rental car while ill, claimant is not entitled to reimbursement for the extra day of car rental. The claimant's sudden illness, not a change in the Government's requirements,

caused claimant to return his rental car later than authorized. For claimant to recover, the Government must have caused the cancellation. *See Balderson*, 11-2 BCA at 171,312-13 (finding, as a reimbursable expense, claimant's \$25 baggage fee paid in advance of the Government's TDY cancellation because the claimant would have incurred the fee had she traveled on the TDY orders); *William J. Dearing*, 98-2 BCA at 147,769-70 (claimant was entitled to reimbursement of a hotel penalty because the Government's TDY cancellation order occurred after the time period permitting room cancellations without charge).

Turning to claimant's fuel request, a traveler approved for the use of a rental car may receive reimbursement for fuel or oil expenses. JTR 020209-D, tbl. 2-8. Yet, a "traveler is financially responsible for excess costs, circuitous routes, delays, or luxury accommodations that are unnecessary or unjustified." *Id.* 010103-A. And, under the Federal Travel Regulation (FTR), travelers must "exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business." 41 CFR 301-2.3 (2024) (FTR 301-2.3). The claimant has not provided an explanation as to why he incurred fuel costs associated with sixty-six miles of travel, instead of the expected twenty-four miles of round-trip travel between Avis and his residence. Accordingly, the Board agrees with the Navy's determination that claimant be reimbursed for only half of his fuel costs.

### Decision

We deny claimant's reimbursement request for the extra day of car rental charges and agree with the Navy's determination as to reimbursable fuel costs.

Patricia J. Sheridan

PATRICIA J. SHERIDAN

Board Judge