IMPROPER TDY VEHICLE RENTAL CAN DEVASTATE UNIT TDY FUNDS

by Mark Christensen

Members of the 21st TSC authorized to rent vehicles while on Government orders are reminded to be aware of proper rental procedures to prevent personal or unit liability for loss or damage to a rental car. While there may be no protection for misuse of a rental vehicle while TDY (such as off-road driving, travel not in the scope of official duties, putting the wrong kind of fuel in the vehicle, or driving while intoxicated), travelers should be sure to take advantage of coverage contracted for by the U.S. Government. Travelers or unit representatives who receive claims or payment demands for lost or damaged rental vehicles, or anyone with questions about rental car coverage should contact the 21st TSC Claims Office, located in Building 3210 on Kleber Kaserne.

Full use of the Government Travel Card (GTC) contract with Visa is the first line of coverage protection. The agreement with Visa covers rental contracts reserved and paid for with the GTC, where the traveler declines the collision damage waiver option offered by the rental company. If the Government traveler pays for the rental car with another credit card, or purchases rental car insurance or damage waiver provisions on the contract, the Visa protection is invalidated.

The second line of protection is use of the Defense Travel Management Office (DTMO) rental agreement (DTMO Agreement). Formerly called the "MTMC Agreement," the DTMO Agreement covers Government travelers in official travel status who present official travel orders to the rental agency at vehicle pick-up. Travelers pay the Government administrative rate supplement (GARS), $5 per day, and use of the Government travel office or DTS to reserve vehicles for use while on official travel status ensures that the vehicle is covered under the DTMO Agreement.

Travelers can minimize risk by using the GTC to reserve and pay for a vehicle reserved through a Government travel office or DTS, thereby invoking the coverage of the GTC contract and the DTMO Agreement.

If a traveler does not use the GTC or DTMO Agreement while on official travel status, and a rental vehicle is lost or damaged, the traveler is normally contractually liable. The traveler's GTC or other credit card may be billed for the damage or loss, and the traveler may submit a claim for reimbursement on a travel voucher. However, there is no guarantee the unit will pay for these expenses submitted on a travel voucher, and the traveler might end up being personally responsible for the lost or damaged rental car.

Travelers who lose or experience damage to a rental vehicle while on official travel status should immediately take photographs and report the incident to local police. Both GTC and the rental agency should be notified at once. There are variations in coverage for large passenger vehicles, fleet rentals, and third party victims, but all coverage is based on prompt reporting and processing of claims. For assistance, also immediately contact your servicing Army Claims Office.

It is a unit responsibility to insure individual travelers are aware of the responsibility to use the GTC and DTMO Agreement when renting vehicles while on official duty. Failure to do so, coupled with a serious accident, can result in personal financial liability or the depletion of unit operating funds. Proper use of the GTC and DTMO Agreement will prevent surprise expenses.

For more information, contact the Kaiserslautern Legal Services Center Claims Office at DSN 483-8414/8862 or Civilian 0631-411-8414/8862, or e-mail your claims questions to legal@eur.army.mil.