

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

October 16, 2006

GSBCA 16905-RELO

In the Matter of GARY TWEDT

Gary Twedt, Redondo Beach, CA, Claimant.

JoAnne Rountree, Supervisor, Travel Section, Financial Services Center, Department of Veterans Affairs, Austin, TX, appearing for Department of Veterans Affairs.

PARKER, Board Judge.

Background

Gary Twedt was transferred by his employer, the Department of Veterans Affairs (VA), from one duty station to another in 1999. Mr. Twedt purchased a home at his new duty station. VA reimbursed him for various expenses incurred in connection with the purchase, but refused to pay \$533.72 that Mr. Twedt incurred for the purchase of a title insurance policy. According to VA, Mr. Twedt has refused to provide a breakdown of the charge that shows how much, if any, of the premium was for a lender's title insurance policy and how much, if any, was paid for an owner's policy. Mr. Twedt has asked the Board to review VA's decision, pointing out that the settlement statement he received in connection with the purchase of his house shows a charge of \$533.72 for a "title policy premium." Accordingly, Mr. Twedt maintains, he is entitled to reimbursement without further explanation of the charge.

Discussion

We have previously explained the rules that govern reimbursement of title insurance premiums:

A “[m]ortgage title insurance policy, paid by [the transferred employee], on a residence [the employee] purchased for the protection of, and required by, the lender” is reimbursable if it is customarily paid by the purchaser of a residence at the location in question. An “[o]wner's title insurance policy” is generally not reimbursable. Such a policy is reimbursable, however, if it is customarily paid by the purchaser of a residence at the location in question and if “it is a prerequisite to financing or the transfer of the property; or if the cost of the . . . policy is inseparable from the cost of other insurance which is a prerequisite.”

Thaddeus Hosley, GSBCA 16899-RELO (Aug. 9, 2006) (citations omitted); *Gregory A. Tate*, GSBCA 16753-RELO, 06-1 BCA ¶ 33,195; see also *Jeffrey B. Hicks*, GSBCA 15860-RELO, 03-1 BCA ¶ 32,083 (2002).

As a claimant demanding payment from the Government, Mr. Twedt has the burden of proving that he is entitled to reimbursement. *Paul B. Garvey*, GSBCA 13658-RELO, 97-1 BCA ¶ 28,690 (1996). He has failed to offer such proof, however, either to VA in response to the agency’s initial request for information, or now before the Board. Mr. Twedt has not made any attempt to show whether, and if so what part of, the expense listed on the settlement sheet is for the reimbursable type of title insurance -- mortgage title insurance purchased for the protection of, and required by, the lender. As to any portion of the premium that may be attributable to the purchase of owner’s title insurance, Mr. Twedt has not shown that such a policy is customarily paid by the purchaser at the location in question and was a prerequisite to financing or the transfer of the property, or that the cost of the policy is inseparable from the cost of other insurance which was a prerequisite to financing or transfer of the property. Unfortunately, Mr. Twedt chose to litigate the matter rather than obtaining a letter from the insurance or title company that may have provided the necessary information. Based upon the record before us, the claim must be denied.

ROBERT W. PARKER
Board Judge