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DATE: June 8, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 00010402

CLAIMS APPEALS BOARD DECISION

DIGEST

A member who purchased airline tickets for temporary duty official travel did not purchase the tickets from a travel agency under government contract or other approved facility. Reimbursement of the member is not proper because paragraph U3120 of volume 1 of the Joint Federal Travel Regulations (1 JFTR ¶ U3120) requires that the member purchase tickets from one of the facilities described in 1 JFTR ¶ U3120-A unless under 1 JFTR ¶ U3120-B the order-issuing official authorized or later approved purchase from a non-authorized facility due to unusual circumstances when there was no alternative.

DECISION

The member appeals a decision by the Defense Finance and Accounting Service (DFAS) to deny his claim for reimbursement for airline tickets he purchased for temporary duty travel (TDY). DFAS denied reimbursement because the member procured his transportation from a source other than those provided in paragraph U3120-A of volume 1 of the Joint Federal Travel Regulations (1 JFTR ¶ U3120-A) and no exception applied. [\(U\)](#) The Claims Appeal Board settles this matter for purposes of administrative convenience.

Background

The record indicates that the member was ordered to travel from Fairchild Air Force Base, Washington, to Elmendorf Air Force Base, Alaska, to perform temporary duty at a professional conference during August 1999. The member purchased his tickets directly from a travel agent that was not under contract with the government. The member's travel orders authorized him to purchase his own tickets, with reimbursement limited to \$533. When the member returned, he submitted a travel voucher for his expenses, including \$447.20 for his round trip fare from Spokane, Washington, to Anchorage, Alaska, and return. DFAS denied reimbursement for the air fare because the member failed to obtain his tickets from an authorized facility as described in 1 JFTR ¶ U3120-A, and the order-issuing official has not authorized or approved procurement from a non-authorized source on the basis that unusual circumstances existed indicating that

the member had no alternative.

The member states he was completely unaware of the requirement that tickets for official travel had to be purchased through an authorized facility. The member states that he spoke with a named employee or member at his medical group's resource management office and the person advised him that he was free to purchase his own tickets so long as they did not exceed \$533. The named employee did not mention anything about the requirement to purchase the tickets from an authorized facility like a contract travel office (CTO). The member also points out that his orders authorized him to purchase his own tickets and did not mention anything about use of an authorized facility as a pre-condition for reimbursement. The member also explains that he did contact several travel agencies, including the Scheduled Airline Ticket Office (SATO), presumably the CTO at Elmendorf Air Force Base, and he purchased the tickets from the cheapest source he could find, United Services Automobile Association's (USAA) travel agency. The member explained that there is a general lack of knowledge about this requirement on the part of local travel experts as well as airmen.

Discussion

We have no reason to doubt that the member and group-level administrative officials were unaware of the non-reimbursement policy. Unfortunately, we are constrained by the policy enunciated in the JFTR. While Government officials failed to advise the member of the non-reimbursement policy, this is no basis for relief.⁽²⁾ For travel claims, we must base our decisions on the law and implementing regulations applicable to the situation at hand--in this case, the relevant portions of the JFTR in effect at the time the member traveled. *See* DOHA Claims Case No. 96123013 (June 2, 1997). *See also* DOHA Claims Case No. 99101308 (May 5, 2000), our recent decision involving the same JFTR language that controls the present claim. In the context of this regulation, we have held that the fact that the member was not advised to use an approved facility does not provide a basis for payment, since the government is not liable for the erroneous or negligent actions of its officers, agents, or employees. *See, for example*, the discussion in DOHA Claims Case No. 97041009 (July 30, 1997); DOHA Claims Case No. 97030601 (July 30, 1997); DOHA Claims Case No. 97041006 (August 26, 1997); and DOHA Claims Case No. 97031010 (September 16, 1997), all cited in DOHA Claims Case No. 99101308, *supra*. *See also* DOHA Claims Case No. 98051405 (May 20, 1998); and *Petty Officer John R. Blaylock, USN*, 60 Comp. Gen. 257 (1981).

As we explained in DOHA Claims Case No. 99101308, *supra*, the prohibition against disbursements not authorized by statute or regulation is so fundamental that even if an actual government official had specifically misinformed the member that he did not need to use a facility described in 1 JFTR ¶ U3120-A, the member still would not have had the right to reimbursement. The government is neither bound nor estopped by the erroneous or unauthorized acts of its officers, agents, or employees even though committed in the performance of their official duties, and it is a well-settled rule of law that the government is not bound by the erroneous advice of its officers or employees, when such advice contravenes existing regulations. *See* DOHA Claims Case No. 99092806 (February 4, 2000) citing *Joseph Pradarits*, 56 Comp. Gen. 131 (1976), and *Office of Personnel Management v. Richmond*, 496 U.S. 414 (1990), *reh'g denied* 497 U.S. 1046 (1990).

The service member here did not obtain authorization or approval for purchasing through a non-authorized facility, and even though he had good intentions for not doing so, he chose not to use the authorized facility.

Conclusion

The member's claim is disallowed.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: William S. Fields

William S. Fields

Member, Claims Appeals Board

Signed: Jean E. Smallin

Jean E. Smallin

Member, Claims Appeals Board

1. At the time that the member traveled, 1 JFTR ¶ U3120-A1 (updated through Change 152) provided that in arranging official travel, personnel are required to use a commercial travel office under government contract, an in-house travel office, or a General Services Administration Travel anagement Center. But, under 1 JFTR ¶ U3120-B, the order-issuing official may authorize/approve direct purchase from a non-contract travel agent or common carrier when unusual circumstances existed and there was no alternative. The exceptions in 1 JFTR ¶ U3120-B were prefaced with the following note: "When a non-contract CTO is used, the member must demonstrate that use of a contract CTO was attempted. The last paragraph of 1 JFTR ¶ U3120-B contains the following payment limitation: "Reimbursement for transportation arranged through authorized/approved use of a non-contract travel agent or common carrier . . . is limited to the amount the member would have paid if the arrangements had been made directly through the carrier(s)."

2. Even if government officials provided incorrect advice, the result would have been the same.