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DATE: June 8, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 00011106

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. [\(1\)](#) The Claims Appeal Board settles this matter for purposes of administrative convenience.

Background

The record indicates that the member was ordered to travel from Offutt Air Force Base, Nebraska, to Maxwell Air Force Base, Alabama, to perform temporary duty (TDY), attending the Aerospace Basic Course (ABC) between September 13, 1999, and October 8, 1999. In his administrative report, the Chief of Finance Operations at Headquarters, Air Combat Command (ACC) reports that the member traveled to Maxwell on a transportation request, but no return tickets were issued because the training spanned two fiscal years and there was an anticipated change in ticket costs. The member's orders authorized him to personally procure his return transportation, but they directed him to procure such transportation from a contract transportation office (CTO). [\(2\)](#) The orders also stated that failure to procure tickets

through the travel management office (TMO) would result in non-reimbursement and, in part, referenced 1 JFTR ¶ U3120-A as applicable authority. Nevertheless, the member purchased his tickets directly from Trans World Airlines (TWA) using electronic ticket procedures. The order-issuing official has not authorized or approved procurement directly from the airline on the basis that unusual circumstances existed indicating that the member had no alternative. The Financial Services Officer at the 55th Wing (ACC) reports that the cost to the member for the return travel was \$216.50, even though the cost under a Government Transportation Request would have been \$388 between Maxwell Air Force Base and Omaha, Nebraska. The Financial Services Officer at Officer of the 55th Wing also indicates that the member had previously traveled on TDY.

The member wished to visit his sister in New Orleans after completion of ABC, and then fly home from there. The member states that personnel at the school (unidentified) told him that his return ticket was worth \$480 and that he was authorized to buy his own ticket and be reimbursed. However, he states that school personnel failed to advise him that he was required to purchase the return travel through the Scheduled Airline Ticket Office (SATO) which was the applicable CTO. The member states that he assumed that he was owed compensation for his return travel.

Discussion

Preliminarily, as the ACC representative indicated, the member could have avoided the reimbursement limitation simply by reading and complying with Item 4 on the back of his travel orders. In this regard, the member's claim is significantly less meritorious than the claims of others who did not have actual knowledge of the non-reimbursement provision in the JFTR and who did not have any notice within their orders of some kind of limitation on personal procurement of travel. *Compare* DOHA Claims Case No. 00022909 (May 30, 2000).

While school officials failed to advise the member of the non-reimbursement policy, this is no basis for relief.⁽³⁾ 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), a recent decision involving the same JFTR language as 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. Additionally, as stated above, he could have avoided the problem by simply reading the controlling limitations in his orders.

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 Changes 153 and 154) 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, like TWA, 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. *See* Item 4 of the TTS Standardized Travel Order Back, dated April 26, 1999.

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