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DATE: June 12, 2000

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In Re:

[Redacted]

Claimant

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Claims Case No. 00021004

## 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 on temporary duty from Offutt Air Force Base, Nebraska, to Virginia, on December 9, 1999, to attend a meeting. Due to delays beyond his control, the service member missed his originally scheduled return flight on December 10, 1999. The member purchased a new ticket directly from United Airlines for the return trip. The member's orders directed him to use government-procured transportation, and it reminded him that failure to procure transportation through the traffic management office (TMO) would result in non-

reimbursement. 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 member states that he was quoted a fare of \$144 when he purchased his return ticket, but in a hurry to make his connection, the member did not review the ticket sold to him while he was at the ticket counter. When he arrived on his plane, he reviewed the ticket and was surprised to learn that he was charged \$564.25. The member states that he chose not to contact the CTO because he thought that he was saving the government some money. The member states that he was fulfilling his professional duties on official orders and does not feel that he should be financially penalized for any lack of attention to detail in this case. He seeks reimbursement for the amount he spent, \$564.25.

### Discussion

The service member could have avoided the reimbursement problem simply by complying with his travel orders and contacting the TMO when he knew that he could not make his originally scheduled return flight. 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. *See* DOHA Claims Case No. 00022909 (May 30, 2000), where we noted that DFAS also could have denied reimbursement under 1 JFTR ¶ U3110 because the member in that claim, like the claimant here, personally procured common carrier transportation incident to TDY despite clear direction in his travel order to report to the TMO to obtain government-procured transportation or suffer non-reimbursement.

To the extent that 1 JFTR ¶ U3120 is applicable, we note that 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 the service member stated, he chose not to use, and did not attempt to use, an authorized facility under 1 JFTR ¶ U3120-A because he thought he could save the government some money. Moreover, the member could not have

been reimbursed because it appears that he violated 1 JFTR ¶ U3110.

### **Conclusion**

The member's claim is disallowed.

Signed: Michael D. Hipple

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Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Arthur A. Elkins

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Arthur A. Elkins

Member, Claims Appeals Board

Signed: Jean E. Smallin

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Jean E. Smallin

Member, Claims Appeals Board

1. At the time that the member traveled, 1 JFTR ¶ U3120-A1 (updated through Change 156) 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 United Airlines, 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)."