

DATE: March 8, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 99092807

CLAIMS APPEALS BOARD DECISION

DIGEST

A service member purchased tickets from a non-contract travel agency in anticipation of travel orders after seeking instructions from base officials. After purchasing the tickets, the member became aware of the requirement to purchase tickets through a contract travel office. Upon the advice of base officials, the member canceled the tickets and re-booked the flights through a contract travel office. The member's claim for reimbursement of the cancellation fee charged by the travel agency is denied.

DECISION

We have been asked to render a decision regarding an Air Force member's claim for reimbursement in the amount of \$1,222.32 for expenses incurred when he canceled airline tickets purchased for Consecutive Overseas Tour (COT) leave. [\(U\)](#)

Background

The member, stationed in England, was aware that in May 1998 he and his family would be entitled to government-procured transportation to and from his home of record in the United States as a result of his COT. On April 10, 1998, the member was issued a travel order which included a statement that he was authorized to procure his own travel. Anticipating this travel and official orders, the member had researched airfares and travel itineraries with local travel agents. In a March 3, 1998, memorandum, the member notified his command of his intent to purchase airline tickets. He then apparently asked for instructions and advice on the procedures to be followed to purchase tickets. He was sent to the Travel Management Office (TMO) Passenger Service and local finance office representatives who explained to him that he must fly on a United States-flag carrier to be eligible for reimbursement, and calculated his monetary travel entitlement to be \$2,384.00. No other advice was provided. The member purchased a set of airline tickets from a local travel agency on a United States-flag carrier for himself and his family for a total of \$2,848.72 on March 3, 1998. According to the record, the member was aware that if he made reservations, the travel agency would hold him liable for the expense.

On April 6, 1998, a message was sent on the local base electronic bulletin board advising members on some rules to be followed when planning COT travel, including the requirements to: coordinate official travel (COT travel) through the TMO and SATO offices, and to use SATO when procuring authorized self-procurement travel unless a non-availability

letter is obtained. On that date, the member spoke with his commander concerning his recent purchase of tickets from a local travel agency. Apparently, with the understanding that the member would incur some fees for canceling, he was advised to cancel the fares he had booked in March and to re-book with SATO. The member ultimately took the advice and traveled under the tickets procured through SATO.

On April 10, the member contacted the airline to cancel his tickets, requesting a full refund. The airline returned the purchased airline tickets for a full refund; however, the travel agency charged the member a cancellation fee of \$1222.32. The record indicates that the travel agency charged the fee in that amount partly due to the fact that the member did not cancel his travel through the agency, but contacted the airline directly.

On April 9, the local base commander attempted to help the member by writing directly to the airline asking the airline to transfer funds from the member's tickets to those procured through SATO. The member states that officials at his base also encouraged him to take his case to the Inspector General because the change in "printed and enforced" policy (the April 6 electronic message) had caused problems throughout his Major Command (MAJCOM). He referred his case both to the inspector generals at his base and at the MAJCOM. Both offices advised the member to cancel his tickets. The MAJCOM Inspector General stated that ignorance of the law or erroneous advice did not constitute grounds for repayment from the government.

The Defense Finance and Accounting Service (DFAS) denied reimbursement based on paragraph U3120, Volume 1 of the Joint Federal Travel Regulations (JFTR) because the member did not purchase his tickets through SATO.

The member argues that the debt is a direct result of instructions from government officials, and that he incurred the debt through no fault of his own. He states that his command and the Inspector General were aware that referring the tickets for cancellation would incur charges. Additionally, the member was frustrated in the Spring of 1999 when he apparently was told by the finance officer at his base that if he had pursued the matter more vigorously in April 1998 the officer might have been able to have gotten the member reimbursed for the fares he purchased through the local travel agency. The member states that he would not have canceled the airline tickets if it were not for the advice of his command, Inspector General, and finance office.

Discussion

Preliminarily, we note that the member apparently traveled under the April 1998 orders on tickets procured through SATO. The claim we are concerned with here is for expenses incurred as a result of actions he took prior to the issuance of the April 1998 orders.

A member's entitlement to pay and allowances, including travel allowances, is governed by the applicable statutes and regulations, including the JFTR, and Air Force Instructions. *See* DOHA Claims Case No. 96123013 (June 2, 1997). The legal right to allowances is established when travel expenses are incurred under competent orders. Reimbursement for travel is not authorized when travel is performed in anticipation of written or verbal orders. A member's entitlements cannot be increased by erroneous information provided by government employees. This is the basis of the long-standing principle that the government is not bound by negligent or erroneous information provided by its officers, agents, or employees. *See Petty Officer John R Blaylock*, 60 Comp. Gen. 257 (1981). Neither misrepresentation by a transportation officer nor misinformation provided by military officials provides a legal basis for reimbursement. *See* DOHA Claims Case No. 96070222 (January 27, 1997) and cases cited therein.

In the present situation, while it is unfortunate that the member was not fully informed in March 1998 about proper procedures concerning personal procurement of tickets, such action does not provide a basis for payment of his claim. The member purchased the tickets from the local travel agency before the official travel orders were issued. If the member had traveled on the tickets he purchased in March, it is unlikely that under the JFTR he would have been reimbursed for the cost of the tickets. However, due to the advice of base officials he also procured tickets in April from SATO and thus was entitled under the JFTR to reimbursement for his travel expenses. His indebtedness to the travel agency for a cancellation fee is the result of his actions taken prior to the issuance of orders. As a result, we have no authority to allow the service member's claim resulting from that purchase.

Additionally, paragraph U3120 of Volume 1 of the JFTR states that in arranging official travel, personnel are required to use a contract travel office (CTO), in-house travel office or General Services Administration Travel anagement Center, and that except in specific circumstances not relevant here, the order-issuing official must authorize/approve that unusual circumstances exist for a traveler to be reimbursed for transportation procured directly from a common carrier or a CTO not under Government contract. *See* DOHA Claims Case No. 9703060 (July 30, 1997).⁽²⁾ The member in this case acknowledges that he purchased the tickets through a local travel agency, not a travel office described in the JFTR. The record does not include authorization from the order-issuing official describing unusual circumstances.

Conclusion

The member's claim is denied.

_____/s/_____

Michael D. Hipple

Chairman, Claims Appeals Board

_____/s/_____

Christine M. Kopocis

Member, Claims Appeals Board

_____/s/_____

Jean E. Smallin

Member, Claims Appeals Board

1. The Claims Appeals Board has decided to render a decision on this matter for administrative reasons.

2. In DOHA Claims Case 9703060, reimbursement for personally-procured tickets was denied a member who also was not aware of the requirement to use a contract travel agency and was not fully informed of proper procedures.