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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-190072

DATE: August 19, 1980

MATTER OF: Travel and Transportation Claim--
Mrs. Estelle L. Brown

DIGEST: The widow of an Army member, whose service records were corrected nearly 5 years after his death to show that he was placed on the Temporary Disability Retired List, became entitled to home of selection move by virtue of that correction. While the move was actually performed at the widow's personal expense more than 1 year after the member's death, since it was performed prior to the record correction, she became entitled to be reimbursed the amount it would have cost the Government for the move, including packing, 180 days' temporary storage and drayage from storage to her home. However, claims for personal time, interest, and insurance are not payable.

This action is in response to correspondence from Mrs. Estelle L. Brown, requesting a review of a settlement in her case which disallowed in part her [claim for reimbursement for the transportation of her household goods] to her home of selection as the surviving dependent of the late Master Sergeant Frank W. Brown, USAF, Retired.

Sergeant Brown was released from active duty on June 18, 1969. Apparently, he was hospitalized at Andrews Air Force Base, Maryland, at that time and thereafter was treated by both Air Force and civilian physicians on an outpatient basis until his death on March 29, 1970.

In August 1970, Mrs. Brown apparently rented a trailer and transported some of her belongings to Florida. On April 1, 1971, her remaining goods were picked up by a moving company and transported to Fort Myers, Florida, where they were placed in storage. They were moved from storage to Mrs. Brown's home in Cape Coral, Florida, in December 1974.

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On February 5, 1975, the Air Force Board for Correction of Military Records directed, among other things, that Sergeant Brown's records be corrected to show he was not released from active duty on June 18, 1969, but rather, his name was placed on the Temporary Disability Retired List (TDRL), effective June 19, 1969, with a 30 percent disability.

Pursuant to that record correction, orders were issued on February 20, 1975, which revoked the original orders in Sergeant Brown's case and placed his name on the TDRL and authorized home of selection travel.

Based on the foregoing, Mrs. Brown filed a claim with the Air Force for reimbursement of her costs of moving, which claim was forwarded to the Claims Division of this Office for disposition. Although the transportation of household effects had not been performed within 1 year of the date on which the member's name was placed on the TDRL, as is required for home of selection transportation, since the member was placed on the TDRL only by virtue of the correction board action, home of selection travel and transportation was authorized within 1 year of the corrective action. By settlement dated April 28, 1978, our Claims Division authorized reimbursement to Mrs. Brown for the costs of shipping the goods to her home of selection in the amount it would have cost the Government if it had shipped the goods (\$833.93), and a travel allowance for travel there (\$63.24).

Mrs. Brown does not view the settlement of her claim for transportation of the household goods as adequate. She contends that her costs of the move totalled \$13,829.86, including storage in Florida for over 3 years (\$4,144.47), her time and transportation costs (\$6,000), boxes (\$2.25), insurance (\$167.48), and interest on all expenses (\$3,352.68).

The liability of the Government for the cost of transporting a member's household goods incident to a

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home of selection move arising out of military service is limited to that provided by law and implementing regulations contained in Volume 1, of the Joint Travel Regulations (1 JTR). Section 406 of title 37, United States Code, provides for the transportation (including packing, crating, drayage, temporary storage and unpacking) of household goods, or reimbursement therefor, of members of the uniformed services in connection with an ordered change of station prescribed in regulations promulgated by the Secretaries.

Paragraph M8007-2 of 1 JTR, provides that the maximum transportation obligation of the Government for such transportation is the cost of a through household goods movement in one lot between authorized places not to exceed the authorized weight allowance prescribed for the member between those places. That paragraph also provides that the member will bear all transportation costs which arise from any shipment in more than one lot, for distances in excess of that between authorized places and for weights in excess of the maximum. In addition to the foregoing provision, paragraph M8500 of 1 JTR provides in part that while the shipment of household goods ordinarily will be made through a shipping or transportation officer, members who arrange for shipment of household goods at personal expense are entitled to be reimbursed for such costs not to exceed the cost which would have been incurred by the Government if it had arranged for and made the actual shipment.

It was determined by the Finance Center that the shipment of Mrs. Brown's household goods from New Carrollton, Maryland, to Cape Coral, Florida, would have cost the Government \$833.93, and she was reimbursed on that basis. That amount included the cost of packing and unpacking the goods.

With regard to the claim for storage, paragraph M8100-1, 1 JTR, authorizes temporary storage in connection with a permanent change of station and that

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such storage may be at origin, in transit or at destination. Paragraph M8100-2 of the same regulation limits such storage entitlement to 90 days, but provides that additional storage for "not more than an additional 90 days" may be authorized when, because of conditions beyond the control of the member, such household goods in temporary storage at Government expense cannot be withdrawn during the first 90 days. In the circumstances of this case it appears that the additional 90 days' storage would be authorized. Therefore, in view of the correction of records authorizing a home of selection move, Mrs. Brown should be reimbursed for the maximum of 180 days' temporary storage of her household goods incident to her home of selection move. Also, she is entitled to the cost of drayage from the storage facility to her home. 1 JTR, paragraph M8051. The computation of those amounts should be at not to exceed what the cost would have been had the Government arranged those services. A settlement will be issued to her in due course in the amount found due.

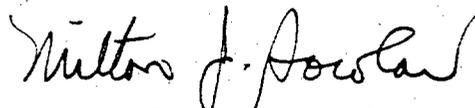
As to the claim for the cost of insurance, the Government is generally a self-insurer and there is no authority for reimbursing the cost of insurance to her. In this regard we note that the Air Force has authorized payment under the Military Personnel and Civilian Employees' Claims Act of 1964 on a claim Mrs. Brown had for damage to household goods.

As to the claim for cost of boxes, the amount she was reimbursed for transportation included a packing allowance and no further payment is authorized.

As to Mrs. Brown's claims for the cost of her time, and interest on expenses, we are unaware of any provision of law or regulation governing travel and transportation of household goods which would authorize payment of those amounts.

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Accordingly, the disallowance of payment of those additional items is sustained.

A handwritten signature in cursive script, appearing to read "Milton J. Fowler".

For the Comptroller General
of the United States