



Comptroller General  
of the United States

Washington, D.C. 20546

## Decision

**Matter of:** Master Sergeant Marc A. Duval, USAF--Claim  
for reimbursement of transportation costs

**File:** B-253558

**Date:** November 30, 1993

### DIGEST

A member was erroneously advised that he could ship his second auto with government reimbursement when he made a permanent change of station move between two Air Force bases in the continental United States. His reimbursement claim is denied because the government is not liable for the erroneous actions of its officers, agents, and employees.

### DECISION

This is in response to an appeal of a Claims Group settlement which denied the claim of Master Sergeant Marc A. Duval, USAF, for reimbursement of the expenses he incurred when he shipped his second automobile from California to New Hampshire incident to a permanent change of station (PCS) move in 1992. For the reasons presented below, we deny his claim and affirm the Claims Group's settlement.

Special Order Number AC-262, dated August 10, 1992, directed MSgt Duval's PCS move from Beale AFB, California, to Loring AFB, Maine. On October 6, 1992, MSgt Duval went to the finance office at Beale AFB to discuss the PCS move and to inquire about the expense allowance for a second automobile. An Air Force accounting technician suggested that MSgt Duval ship his second car commercially and seek reimbursement on arrival at Loring AFB. On October 14, 1992, MSgt Duval, accompanied by his wife, left Beale AFB. His second auto was shipped commercially and later delivered to him in Manchester, New Hampshire, where he was on leave. On November 2, 1992, MSgt Duval and his wife drove in separate cars to Loring AFB.

MSgt Duval filed a claim for reimbursement for various moving expenses upon arrival at Loring AFB. The Air Force denied the portion of MSgt Duval's claim that included expenses for shipping the second auto. Our Claims Group denied his claim, and he has appealed that denial.

The record indicates that the advice MSgt Duval received at Beale AFB regarding transportation of his car was based upon the technician's incomplete knowledge of an amendment to the Joint Federal Travel Regulations (JFTR) which, while effective September 10, 1992, was not issued until December 1, 1992.

The amendment at issue allows a member who is entitled to transportation of dependents a monetary allowance in lieu of transportation for the use of one or two privately owned conveyances incident to a PCS move. See 1 JFTR para. U5205-A1. Prior to September 10, 1992, the allowance provided for only one conveyance for each PCS. By definition a privately owned conveyance is a mode of transportation actually used to transport people. See 1 JFTR App. A. Therefore, the amendment to the JFTR governs only conveyances driven by members or their dependents.

Transportation of an auto by a carrier, on the other hand, is generally authorized only for moves to, from, or between duty stations outside the continental United States or in certain other limited circumstances not applicable to MSgt Duval's situation. See 1 JFTR para. U5405.

It is well established that in the absence of specific statutory authority, the United States is not liable for the erroneous actions of its officers, agents, or employees. Since a member's travel entitlements are based on applicable law and regulations, he gains no entitlement to reimbursement of non-reimbursable expenses when given erroneous advice. See Staff Sergeant Daniel J. Scott, USAF, B-191813, July 6, 1978.

Since MSgt Duval's move was between duty stations within the continental United States, he was not authorized to ship an auto to his new duty station. The fact that he received erroneous advice does not entitle him to reimbursement. See B-191813, SUPRA.

MSgt Duval suggests that specific authority for reimbursement can be found at 1 JFTR para. U5425-B, which states that a member who is eligible for transportation of a privately owned vehicle at government expense is entitled to reimbursement for that expense when the transportation was based on the erroneous advice of a representative of the government. That provision of the JFTR does not apply to MSgt Duval because he was not entitled to transportation of a privately owned vehicle. See 1 JFTR para. U5405.

While it is unfortunate that MSgt Duval may have received erroneous advice from personnel at Beale AFB, his claim must be denied, and the Claims Group's settlement affirmed.

*Raymond E. Jones*

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James F. Hinchman  
General Counsel