



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 14, 2018

CBCA 5987-TRAV

In the Matter of VERNON E. STEWART

Vernon E. Stewart, Hartwell, GA, Claimant.

Anne M. Schmitt-Shoemaker, Deputy Director, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

GOODMAN, Board Judge.

Claimant, Vernon E. Stewart, received a letter of debt from the Department of the Army regarding an audit of his travel reimbursements received in relation to official travel during his employment by the United States Army Corps of Engineers (USACE). He contests the validity of the debt and further requests that the debt, if found valid, be waived.

Factual Background

Claimant states:

The debt is in regards to a travel voucher in January 2016, almost 2 years ago. . . . Because this voucher is 2 years old, I had already discarded all data regarding it. I have . . . no access to receipts or paperwork, therefore it is impossible for me to track the problem. I respectfully request that this debt be waived.

The agency replied, and supplied supporting documentation as indicated:

Mr. Stewart was issued Temporary Duty (TDY) orders to Chicago, IL under TDY order 611162S0. Mr. Stewart claimed and was reimbursed for 3 separate rental car expenses totaling \$4,466.02 and airfare in the amount of \$297.70

(enclosure 2). When supporting documentation (enclosure 1) was received for his TDY voucher, the rental car receipts show that Mr. Stewart incurred charges totaling \$478.98 for rental car insurance. Rental car insurance is not reimbursable Mr. Stewart also received an airfare credit on his credit card statement for \$151.10 as shown in the supporting documentation (enclosure 1).

The USACE Finance Center Audit Support Office audited Mr. Stewart's voucher and determined that the employee should only be reimbursed \$2,244.81 for rental car (minus the insurance for \$478.98) and \$146.60 for airfare (minus the \$151.10 credit received on his government travel card). The difference between the original amounts Mr. Stewart claimed on his voucher and the audited amounts is \$630.08. The amounts were adjusted on voucher 1 amendment 1 (enclosure 3), and the bill was generated for \$630.08

Discussion

The issue in this matter is whether USACE properly assessed a debt against claimant for an overpayment of his travel expenses under his TDY orders. While claimant asserts that due to the passage of time he does not have access to supporting documentation, the agency in its response has provided sufficient information to resolve this case. After receipt of the agency response, claimant replied that he will not file a response to the agency's report.

The agency is correct that rental insurance is not reimbursable. According to the Federal Travel Regulation, the Government is a self-insurer, and a traveler cannot be reimbursed for paying the collision damage waiver or theft insurance for rental vehicles, unless under certain circumstances when traveling outside the continental United States, which claimant was not. 41 CFR 301-10.451 (2016). Claimant is also not entitled to be reimbursed in the amount of the airfare credit he received, as this was not a cost incurred by claimant. The debt was properly assessed, and is validly asserted against claimant.

We have no authority to waive the debt, as we explained in *Bryan R. Wybrecht*, CBCA 5475-TRAV, 16-1 BCA ¶ 36,497 at 177,842:

We have no authority to take the action [claimant] seeks. Congress has provided in statute that “[a] claim of the United States against a person . . . arising out of an erroneous payment of travel, transportation or relocation expenses . . . , to an employee of an agency, the collection of which would be against equity and good conscience and not in the best interests of the United States, may be waived in whole or in part.” 5 U.S.C. § 5584(a) (2012). The

waiver authority is assigned not to the Board, but rather to “the authorized official” — meaning, for executive branch agencies, the Director of the Office of Management and Budget — or “the head of the agency when — (a) the claim is in an amount aggregating not more than \$1,500; and (B) the waiver is made in accordance with standards which the authorized official shall prescribe.” *Id.* (referencing subsection (g)). We have therefore consistently dismissed requests that we waive debts, arising out of erroneous payment of travel or relocation expenses, which are owed by employees to their agencies. *E.g.*, *Sydney C. Kaus*, CBCA 3744-RELO, 14-1 BCA ¶ 35,731; *RuthAnne S. Darling*, CBCA 1461-TRAV, 09-2 BCA ¶ 34,153; *Michael J. Kearney*, CBCA 483-RELO, 07-1 BCA ¶ 33,557.

Decision

The debt has been validly asserted against claimant, the claim is denied, and the request for waiver is dismissed.

ALLAN H. GOODMAN
Board Judge