



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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March 24, 2026

CBCA 8728-RELO

In the Matter of LOREN W.

Loren W., Claimant.

Deborah M. Washington, Chief, Talent Mobility Branch, Office of Human Resources, Defense Intelligence Agency, Washington, DC, appearing for Department of Defense.

**KANG**, Board Judge.

Claimant, a retired civilian employee of the Department of Defense, challenges the decision by the Defense Intelligence Agency (agency) to deny his request for reimbursement of airfare for him and his spouse to travel from Germany to the United States. Because the claimant does not demonstrate why he is entitled to reimbursement above the amount authorized in his travel orders, we deny the claim.

Background

Claimant received authorization for travel from Germany to the United States after his separation from the agency. His travel orders authorized one-way flights for claimant and his spouse in the amount of \$707 each, or \$1414, and an additional baggage authorization of \$250, for a total of \$1664. The orders stated that “[a]ny additional costs will be the financial responsibility of the employee” and further specified that “[i]f circuitous or mixed mode travel is performed . . . reimbursement[] is limited to the employee’s constructed travel cost” of \$1664. Travel Orders at 2.

Claimant states that the agency’s travel contractor quoted him a one-way flight for €1112 per person, which claimant represents would have been \$2590. Claimant explains that he chose to personally purchase round-trip tickets because that option was less expensive

than the contractor-quoted fare. The tickets purchased by claimant were for travel from Germany to the United States, departing in early August 2025, with a return trip from the United States to Germany in late October 2025. The total price for the two round-trip tickets was \$2274.96.

Claimant completed the first part of his travel and filed a request for reimbursement of his expenses in September 2025. Relevant here, claimant requested reimbursement of \$1799.96 for the price of the flight, taxes, and fees, less costs for seat reservations (\$120), additional baggage (\$240), and pet transit (\$115). Claimant also separately requested reimbursement of the additional baggage fees.

The agency denied the request for reimbursement for the flights because round-trip travel was not authorized.<sup>1</sup> The agency stated that the claimant could receive a credit or refund of the unused portion of the round-trip fare in addition to the reimbursed fare, which would result in claimant receiving more than the authorized “not to exceed” cost for travel. In response to this claim, the agency further explained that the request for reimbursement could not be processed at the time it was submitted because the date of the return portion of the travel had not yet occurred.

### Discussion

As a civilian employee of the Department of Defense, claimant is subject to the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). *Gary J. Maynard*, CBCA 5751-RELO, 17-1 BCA ¶ 36,874, at 179,748-49. The Board has long held that in the event of a conflict, the FTR takes precedence. *Michael P. Strand*, CBCA 5776-TRAV, 18-1 BCA ¶ 36,993, at 180,160; *Jimmy D. Graves*, CBCA 963-TRAV, 08-1 BCA ¶ 33,805, at 167,343.

It appears that at the time this claim was filed with the Board, claimant believed that the agency had denied his request for reimbursement for his and his spouse’s plane tickets and would not reimburse any amount. For this reason, we presume, claimant requested reimbursement of “a government-constructed one-way fare calculation.” Claim at 1. Claimant also argued that it was reasonable to purchase a round-trip ticket because it resulted in a lower fare than the fare quoted by the agency’s travel contractor. Claimant represented that he did not receive a refund or credit for the unused return flight portion of the round-trip tickets.

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<sup>1</sup> The date of the denial of the claim is not clear from the record but was presumably before the late October 2025 return flight.

We understand from the agency's response to the claim that it will reimburse claimant for the amount authorized in his travel orders for two one-way tickets. Agency Response at 1. Therefore, this decision addresses only whether claimant is entitled to reimbursement for the fare in excess of \$1414.<sup>2</sup>

Claimant's travel orders provided for one-way travel from Germany to the United States and did not authorize round-trip travel. This was consistent with the provisions of FTR 302-3.300 governing separation travel when an employee returns from an overseas assignment, which, at the time of claimant's travel, provided that "once you have completed your duty [outside the continental United States] as specified in your service agreement, your agency must pay one-way transportation expenses for you, for your family member(s), and for your household goods." 41 CFR 302-3.300 (2025). The travel orders included a constructed cost of \$707, which the agency states was based on its market research at the time the travel orders were issued.

Claimant does not specifically contend that the \$707 per traveler amount was calculated incorrectly or that he is entitled to a higher amount for any reason other than that the travel contractor quoted a higher price. As the orders expressly warned, any additional costs above the authorized amount would be claimant's financial responsibility. To the extent that claimant was quoted a higher amount from the agency's travel agent, claimant did not seek to amend his travel orders. Claimant is not entitled to any additional reimbursement above \$1414 for the two tickets.

#### Decision

The claim is denied.

Jonathan L. Kang  
JONATHAN L. KANG  
Board Judge

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<sup>2</sup> Claimant was advised that he could file comments on the agency's response within thirty days. Claimant elected not to file a response. The Board also requested that claimant advise whether the agency's stated intention to reimburse him for the authorized amount of travel resolved the claim. Claimant did not respond to the Board's inquiry. We therefore resolve the claim based on the record provided by the parties.