



FORT SAM HOUSTON CLAIMS OFFICE **ARTICLE 139 CLAIMS**

1. INTRODUCTION: Article 139 of the Uniform Code of Military Justice (UCMJ) and Army Regulation 27-20, Chapter 9 provides administrative redress to individuals whose property has been willfully damaged or wrongfully taken by a member of the U.S. Armed Forces. Claims determined to be valid under this provision of the UCMJ are paid by Finance to the claimant directly from the responsible soldier's pay.

2. PROCEDURES:

a. Article 139 claims must be submitted to the Special Court-Martial Convening Authority (SPCMCA) within 90 days of the date that the incident occurred. The SPCMCA may waive this requirement if the claimant can show good cause for the delay.

b. Claims may be presented orally, but must be reduced to writing no later than 10 days after oral presentation and signed by the claimant.

c. Claimants must request a definite sum in U.S. dollars. The sum can be amended at a later date if necessary.

3. PROPER CLAIMANTS: An Article 139 claimant may be an individual or an organization. Proper claimants include:

- a. Any Individual (Civilian or Service Member)
- b. Any Business Entity
- c. Any Government (State, Territorial, Local)
- d. Any Non-Profit Organization

4. PROPER PARTIES TO FILE AGAINST: An Article 139 claim may be filed against any member of the Armed Forces, including:

- a. Active Duty Personnel
- b. Retired Personnel on Active Duty when the claim is filed
- c. Reserve and National Guard Personnel when their duty subjects them to the UCMJ

5. CLAIMS COGNIZABLE UNDER ARTICLE 139.

a. Claims for property willfully damaged. Willful damage is damage inflicted intentionally, knowingly, and purposefully without justifiable excuse, as distinguished from damage caused inadvertently or thoughtlessly in a negligent manner. Damage, loss, or destruction of property caused by riotous, violent, or disorderly acts or acts of depredation, or through conduct showing reckless or wanton disregard of the property rights of others, may be considered willful damage.

b. Claims for property wrongfully taken. A wrongful taking is any unauthorized taking or withholding of property, not involving the breach of a fiduciary or contractual relationship, with the intent to deprive, temporarily or permanently, the owner or person lawfully in possession of the property. Damage, loss, or destruction of property through larceny, forgery, embezzlement, fraud, misappropriation or similar offense may be considered wrongful taking.

6. CLAIMS NOT COGNIZABLE: Claims which are NOT compensable under Article 139 include the following:

a. Claims which do not involve willful damage or wrongful taking as defined by Chapter 9, AR 27-20.

b. Absent a waiver by the SPCMCA, claims not filed within the time limits prescribed by Chapter 9, AR-27-20.

c. Claims for damage or wrongful taking perpetrated by someone who is not a member of the U.S. Armed Forces.

d. Claims for taking that are the result of the breach of a fiduciary or contractual relationship (even if one or both of the parties to the contract are members of the Armed Forces).

e. Claims for damages done inadvertently or thoughtlessly through simple or gross negligence.

f. Claims for consequential damages, such as lost business earnings, carrying charges, interest, attorneys fees, inconvenience, telephone calls, or time spent preparing the claim.

g. Claims for wrongful death.

h. Claims for personal injury.

i. Claims resulting from the conduct of Reserve component personnel who are not subject to the UCMJ at the time of the offense.

j. Subrogated claims (e.g., the claims of insurers).

6. POINT OF CONTACT: Further information concerning Article 139 claims may be obtained from the Fort Sam Houston Claims office at 221-1973/2161.