



Case Study 1

Ethics and Values Workshop

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Please read the following facts, and then discuss the “Discussion Points” below, with your group.

At the end of the session, this document must be returned.

1. FSL's contract with the Post Office includes an obligation to provide “prosecution support” to the Post Office, i.e. to provide data from the Horizon system to support the potential prosecution of subpostmasters for offences including theft, false accounting and/or fraud.
2. FSL's obligation to provide prosecution support originally arose from a set of requirements made by the Post Office in 1997. A clause was then introduced into the original codified Horizon agreement between the Post Office and FSL in 1999 and a version of this clause remains in the current Horizon contract.
3. The clause requires FSL to provide data to the Post Office upon request that is admissible in court i.e., to support Post Office prosecutions of subpostmasters (“SPMs”). This data comprises a log of transactions entered at the relevant terminal at a Post Office branch, which are captured and recorded in Horizon. This is also referred to as ‘audit data’. Access to audit data was strictly controlled and accessible only by the designated Security team at FSL.
4. When an audit record query (“ARQ”) was received from the Post Office, the FSL Security team extracted the relevant data from the Horizon system and provided this data to the Post Office.
5. This ARQ data was then relied upon by the Post Office to assess and pursue claims against SPMs. When the ARQ data was used in cases against SPMs, the Post Office also requested an accompanying witness statement to be given by a member of the FSL Security team. The witness statement verified the process of extracting the ARQ data and confirmed the integrity of the data.
6. These witness statements were provided by FSL Post Office Account employees in a template format. The template witness statement contained a standard paragraph asserting that:

“There is no reason to believe that the information in this statement is inaccurate because of the improper use of the system. To the best of my knowledge and belief at all material times the system was operating properly, or if not, any respect in which it was not operating properly, or was out of operation was not such as to effect the information held in it”.
7. The FSL L&C team was aware that FSL was providing witness statements in support of Post Office prosecutions, but was rarely involved in overseeing the drafting of individual witness statements.
8. One member of the FSL Post Office Account team who gave a number of such witness statements was Gareth Jenkins. In the case against SPM Hughie Noel Thomas in 2006, Gareth Jenkins expressed concern to the FSL Security team about including this FSL ‘company line’ paragraph.
9. In the second draft of his witness statement for this case, Mr. Jenkins wrote the following comment in relation to the template paragraph: *“I’m not sure that the yellow bit [the paragraph] is true. Can this be deleted? All I’ve done is interpret the data in spreadsheets that you have emailed to me.”* Following a meeting between Mr. Jenkins and a Post Office investigator to “record the statement”, in which no other FSL employees were present, the later draft of this witness statement still included this template paragraph.
10. FSL L&C did not oversee the drafting of Mr. Jenkins’ witness statement and were not involved in any correspondence regarding Mr. Jenkins’ concerns.

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11. One member of the FSL Security Team, who provided as many as 79 ARQ data related witness statements in SPM prosecutions, gave a witness statement in the Group Litigation describing the audit data extraction and reporting process. The witness statement he provided in the Group Litigation also included the standard paragraph.
12. During the Group Litigation, this standard wording was highlighted to the employee under cross examination, as being identical to that contained in witness statements given by Mr. Jenkins in several cases and another FSL employee from at least nine years prior. When questioned about this, the employee was unable to explain why the paragraph was included but noted that *"it may be part of our standard witness statement that we supply"*.

Discussion Points

1. Imagining yourself as a member of the L&C team at the time, how could this situation have happened?
2. What would you consider if you were asked to include a contractual provision for court support services and, as in this instance, the customer had a legitimate need for admissible evidence?
3. There is a continuous focus on efficiency and speed in our services, which can include the use of templates or providing guardrails within which the business can self-service or operate independently. How do we ensure that never comes at the expense of discharging our professional duties?

Disclaimer - these case studies are based on facts and events that occurred within FSL over the past 25 years. However, some of the names of FSL employees have been anonymized and some of the events and roles have been modified or composited for the purpose of this exercise to encourage discussions around key themes that have arisen during the course of Project Holly and the Post Office Horizon IT Inquiry.