
From: Angela Van-Den-Bogerd [GRO]
Sent: Mon 18/03/2019 1:51:31 AM (UTC)
To: andrew.parsons [GRO]
Cc: Jonathan Gribben [GRO]
Subject: RE: Angela van den Bogerd's evidence tomorrow
Attachment: HOL Recovery - Quick Reference Guide v5 Rev (002).pdf

Andy

Answers below in red text

Angela



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From: Andrew Parsons [GRO]
Sent: 17 March 2019 21:29
To: Angela Van-Den-Bogerd [GRO]
Cc: Jonathan Gribben [GRO]
Subject: FW: Angela van den Bogerd's evidence tomorrow

Angela

Are you able to help with the questions below?

A

Andrew Parsons
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From: Anthony de Garr Robinson [GRO]
Sent: 17 March 2019 18:05
To: Andrew Parsons; Jonathan Gribben
Cc: Simon Henderson [GRO]; Owain Draper; Rebecca Keating
[GRO] [GRO]
Subject: Angela van den Bogerd's evidence tomorrow

Dear Andy and Jonny,

I have been reviewing Angela's witness statement today and a few issues have arisen in relation to which I'd like to know whether anything further in her statement may need to be explained or corrected:

1. Paras 18.44 and 18.5 – we now know from Roll and Parker 2 that in Legacy Horizon transactions could be inserted that looked as if they were entered at the counter. Is this consistent with these two paras? Will Angela be happy defending what she says here when the point is put to her? **From my understanding of Parker 2 paras 27-35 this is consistent with what I say at paras 18.4 and 18.5. I have never seen this happen myself – my knowledge of this is from information provided by FJ. So if asked about this I am comfortable defending it on the basis that this is my understanding as advised by FJ. Seeking advice from FJ about how Horizon works is normal practice as I'm not a technical expert.**

Incidentally, I would not put it past Green to ask her whether she knew about the ability to make transaction insertions remotely when Post Office made public statements several years ago that remote access was not possible. What will she say? **As my point above my knowledge of FJ technical ability to do anything would be on confirmation from FJ. So at the time that we Post Office made public statements about remote access that is what I genuinely believed and had no reason to doubt what FJ had advised us. At the point that I became aware that transactions could be inserted to branch accounts it was on the understanding that this was only done in the rarest of cases; with the express permission from Post Office; and with the knowledge of the Spmr or Branch Manager for Directly Managed Branches.**

2. In para 53, she says that the recovery process involves several questions being asked on the screen, including whether cash was handed to or taken from the customer. Is it a problem that this does not seem to have happened in Burke's case? Does it call into question Angela's statement that Horizon worked as it should in Burke's case (paras 103)? **The most important element of the Horizon Recovery Process is that the Horizon user reads the recovery screen and the receipts automatically printed at the time as these will reflect the situation of that transaction at the time. As it states on page 3 of the attached HOL Recovery Guide 'In some cases the system will ask you a series of questions to determine the status of a particular transaction' In Mrs Burke I don't believe it asked her whether she had given the money to the customer or not but the banking withdrawal for £150 had**

already been authorized by the bank and the receipt had been printed advising her to pay the customer. So this might be why she wasn't asked to verify the status of the transaction. That said it could have been due to the fact that connectivity was lost during the recovery process.

3. In para 103, she describes Horizon asking the user more than once whether to attempt the recovery process. Did this happen in Burke's case? If not, is this a problem? **I don't believe it did happen in this case. I don't think it is a problem as per my response to Q2 above.**

4. Paras 98, 145 and 147 show no fewer than 3 incorrect TCs in relation to two witnesses. Burke receiving a TC identifying the wrong bank could be seen as a fourth example. Green may well put that this suggests that the TC process was often erroneous. What will Angela say? **The TC sent to Mrs Burke's office was to correct the missing cash withdrawal within the branch accounts on Horizon not settle the transaction with the bank as Post Office already had confirmation via the BIMs report from FJ that the reconciliation with the bank had already taken place. Therefore the detail of the bank on the TC from Post Office perspective was irrelevant. I have been advised by a colleague with FSC knowledge that the PO person generating the TC know this so simply took a bank details from the list as populating the TC with a bank's details was necessary to generate the TC. So in the instance the TC was not issued erroneously.**

5. Unless I reversal was by Horizon, not by the SPM. If that is right, why does Angela say that the extracts Coyne quotes from the Helen Rose report "mistakenly claim" this (para 154)? Second, I think that the concern expressed in that report was not just based on what the reports to the SPM showed but also on what the ARQ data showed, but paras 154 and 154.2 suggest otherwise. What is the true position? **Revisiting Coyne 1 para 5.175 and what I've stated at para 154 – 155 inclusive then I believe I missed the point he was making. From looking at Helen Rose's report I believe she made a mistake when she referred to the BT bill being process at 10:42 as the Credence report from which she said she extracted stated 10:32 and the sequence of other the subsequent transactions would need to follow 10:32 not 10:42. So the credence data and ARQ data from that perspective was aligned although out by GMT hour (which I agree is confusing although branches don't get this data currently). The point(s) I was trying to make was that the Spmr was aware of the reversal as the disconnected receipts and the recovery receipts had printed at the time although he hadn't disclosed them to Second Sight when did their initial spot review and what Helen was recommending in her report was to make it evident on the branch logs when a recovery was initiated by the system rather than by the Spmr.**

6. Para 175 – this is something I was banging on about when this witness statement was being drafted. Paras 173-175 seems to suggest that prior to 2005, one could not dispute a discrepancy in one's accounts except by putting it into the suspense account with the permission of the RNM. All one could do was ask NBSC for assistance with identifying the cause of the discrepancy, which is not the same thing. Can this really be the case? **No. Putting a discrepancy into suspense with the permission of the RNM didn't necessarily mean that loss was being disputed. It usually meant the branch had identified an error and expected an error notice (now TC) to be issued. To my knowledge a branch has always been able to dispute a discrepancy by contacting NBSC. Depending on what the branch reported to NBSC, they would refer to the relevant section eg Horizon help desk if believed to be system associated; training or audit team if on site help required; or security & investigation team if they believed the discrepancy was due to theft.**

Best wishes,

Tony

Anthony de Garr Robinson QC

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