

ICL Pathway
BA
POCL

**Benefit Payment End to End
Reconciliation Process For ICL Pathway
Release NR2 - PART 3 (Liability
Assignment)**

Ref: CS/PRD/036
Version: 0.C
Date: 6/2/99

Document Title: Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART 3 (Liability Assignment)

Document Type: Process Definition - Jointly developed by ICL Pathway, BA and POCL

Abstract: Benefit payment reconciliation processes for ICL Pathway Release NR2 are divided into nine parts. Part 1 deals with reconciliation incident management. Part 2 describes reconciliation resolution processes. This part (Part 3) focuses on reconciliation liability assignment processes. Part 4 defines the interactions between reconciliation incident management and service/problem management. Part 5 describes the interactions between reconciliation incident management and fraud management. Part 6 defines ICL Pathway/DSS/ES/SSA(NI) financial reconciliation process. Part 7 defines ICL Pathway/POCL financial reconciliation process. Part 8 describes liability invoicing and Part 9 contingency arrangements for reconciliation.

Status: Version 0.B

Distribution: See list on Page 2

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Horizon

Library

POCL

Library

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0.4 Associated documents

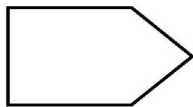
| Reference | Vers | Date | Title |
|-------------|------|----------|--|
| CS/PRD/0002 | 2.0 | 15/04/98 | Benefit Payment End to End Reconciliation Process For ICL Pathway Release 1c - PART I (Incident Management) |
| CS/PRD/003 | 2.0 | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release 1c - PART II (Resolution) |
| CS/PRD/034 | 1.0 | 4/1/99 | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART I (Incident Mgt) |
| CS/PRD/035 | 0.C | 12/2/99 | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART II (Resolution) |
| CS/PRD/036 | 0.C | 6/2/99 | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART III (Liability Assignment) |
| CS/PRD/037 | | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART IV (Links with Problem Mgt) |
| CS/PRD/038 | | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART V (Links with Fraud Mgt) |
| CS/PRD/039 | 1.0 | 8/2/99 | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART VI (DSS/ICL Pathway Financial Reconciliation Process) |
| CS/PRD/040 | | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART VII (POCL/ICL Pathway Financial Reconciliation Process) |
| CS/PRD/041 | | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2 - PART VIII (Liability Invoicing) |
| CS/PRD/042 | | | Benefit Payment End to End Reconciliation Process For ICL Pathway Release NR2- PART VIII (Contingency Arrangements for Reconciliation) |

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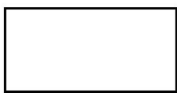
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0.5 Key To Symbols Used In Models



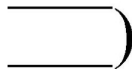
Event



Process



System/User



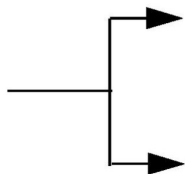
Delay



Decision



End Process



Simultaneous
Process

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0.6 Abbreviations

| | |
|----------------|--|
| A&L | Alliance and Leicester (ICL Pathway) |
| ABED | Automated Benefit Encashment Database (POCL) |
| AP | Authorised Payment (DSS/ES/SSA(NI)) |
| APS | Automated Payment Service (POCL) |
| ASG | Application Support Group (DSS/ES/SSA(NI)) |
| BA | Benefits Agency |
| BAB | Banking Accountancy Branch (DSS/ES/SSA(NI)) |
| BAB(PA) | Banking Accountancy Branch (Programme Accounting) (DSS/ES/SSA(NI)) |
| BAB ASG | Banking Accountancy Branch Application Support Group (DSS/ES/SSA(NI)) |
| BES | Benefit Encashment Service (POCL) |
| BIA | |
| BIA | Benefit Issuing Authority ——— Benefit Issuing Authority |
| BPS | Benefit Payment Service (POCL) |
| BS | Business Section |
| BSU | Business Support Unit (ICL Pathway) |
| CAP | Cash Account Period (POCL) |
| CAPS | Customer Accounting and Payments Strategy (DSS/ES/SSA(NI)) |
| CBDB | Counter Business Database (POCL) |
| CBoS | Common Basis of Settlement |
| CC | Counter Clerk (DSS/ES/SSA(NI)) |
| CMS | Card Management Service (ICL Pathway) |
| CES | Common Enquiry Service |
| COBAP | Corporate Banking and Methods of Payment Group |
| COLS | CAPS Operations and Live Support (DSS/ES/SSA(NI)) |

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| | |
|---------------------------|---|
| COM | Counters Operations Manual (POCL) |
| CPCS | Customer Payment Computer System (DSS/ES/SSA(NI)) |
| CR | Change Request (DSS/ES/SSA(NI)) |
| CSO | Computer Support Officer (DSS/ES/SSA(NI)) |
| CSU | Card Support Unit (DSS/ES/SSA(NI)) |
| ∇ | |
| DEX | Dialogue Expert (DSS/ES/SSA(NI)) |
| DN | Drafters Note |
| DP | Due Payment (used to show data flows in diagrams) |
| DPU | Data Processing Unit (POCL) |
| DQ | Drafters Question |
| DSS | Department of Social Security |
| DSS (CBC / DO) | Department of Social Security (Child Benefit Centre / District Office) |
| DSS/ES/SSA(NI) | Department of Social Security/Employment Services/Social Security Agency (Northern Ireland) |
| E | Encashment Transaction (used to show data flows in diagrams) |
| ED | Expert Domain |
| EDIMS | Expert Domain Incident Management System |
| EPOSS | Electronic Point of Sale Service (POCL) |
| EVP | Extended Verification Procedure |
| FAD | Financial Accounts Division (POCL) |
| FBS | Feeder Benefit System (DSS/ES/SSA(NI)) |
| FSG | Fraud and Security Group (DSS/ES/SSA(NI)) |
| HSH | Horizon System HelpDesk (ICL Pathway) |
| ICL Pathway | ICL Pathway Limited |
| ID | Identity |
| IOP | Instrument Of Payment |
| IPMS | Incident and Problem Management System (ITSA) |

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| | |
|--------|---|
| ISDN | Integrated Services Digital Network (ICL Pathway) |
| ITSA | Information Technology Services Agency |
| LAN | Local Area Network (ICL Pathway) |
| MIS | Management & Information Statistics |
| MOP | Method Of Payment (DSS/ES/SSA(NI)) |
| NINO | National Insurance Number |
| NPO | Nominated Post Office |
| PAB | Personal Acting Body |
| PACS | Programme Accounting Computer System(DSS/ES/SSA(NI)) |
| PAS | Payment Authorisation Service (ICL Pathway) |
| PCHL | Payment Card Help Line (ICL Pathway) |
| PDCS | Personal Details Computer System (DSS/ES/SSA(NI)) |
| PinICL | PinICL (an ICL Pathway incident management system) |
| PI | Payment Instruction (DSS/ES/SSA(NI)) |
| PID | Personal Identification Device |
| PO | Post Office |
| POCC | Post Office Counter Clerk |
| POCL | Post Office Counters Limited |
| PPD | Processes and Procedures Description (POCL/ICL Pathway) |
| PUN | Pick Up Notice |
| QA | Quality Assurance |
| RED | Reconciliation Exception Database (ICL Pathway) |
| SADD | Service Architecture Design Document |
| SCoP | Service Code of Practice (DSS/ES/SSA(NI)) |
| SHD | Service Help Desk (DSS/ES/SSA(NI)) |

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| | |
|-----|---|
| SMC | System Management Centre (ICL Pathway) |
| SoA | Seal of Approval (DSS/ES/SSA(NI)) |
| SSC | System Support Centre (ICL Pathway) |
| TIP | Transaction Information Processing (POCL) |
| TMS | Transaction Management Service (POCL/ICL Pathway) |
| TP | Transaction Processing (POCL) |
| VO | Voluntary Offer (DSS/ES/SSA(NI)) |
| WAN | Wide Area Network (ICL Pathway) |

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0.7 Glossary of Terms

The following glossary is generic, not Release specific. The contractual terms in *italics* are those used in the Related Agreements (Schedule A01-Interpretations). Any comments on the wording of the ~~contractual~~*contractural* terms (in *italics*) should be referred to the Joint Contracts Team based in Terminal House, London.

Account

A record of a customer or other payees details held on a computer system.

Agency

In this context, it is used to describe the Benefits Agency, War Pensions Agency, Employment Services, and the Social Security Agency (Northern Ireland).

Alternative Payee

A person entitled to collect certain benefits, allowances or pensions on behalf of a partner as defined in Regulation 36 of the Social Security (Claims and Payments) Regulations (1987).

Appointee

A person appointed by the Secretary of State in accordance with the provisions of Regulation 33 of the Social Security (Claims and Payments) Regulations

Authorised Officer

A person who is authorised locally to contact the PCHL.

Authorised Person

A person authorised by the DSS, or the relevant Beneficiary or an Appointee, to collect an Authorised Payment. An Authorised Person could be the Beneficiary or Appointee, or any of Alternative Payee, Casual Agent, Permanent Agent, or Signing Agent.

Authorised Payment

A single amount of a particular benefit type authorised by the DSS as being due to a specified Beneficiary on a specified date.

Authorised User

A person who has been granted access to certain restricted computer dialogues/functions.

Authority to Pay

The form a customer or PAB completes and signs to authorise an agent (standing or casual) to collect Payment Card payments from the PO on their behalf.

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Automated Benefit Encashment Database

Post Office Counters Limited database which receives encashment records from ICL Pathway, by Post Office, for benefit Encashments made via the Benefit Payment System in order to produce a weekly “supporting” document for reconciliation against each Post Offices cash account. It also produces a daily “reconciliation” statement to the ICL Pathway 10 day settlement reports.

Automated Payment Service

This is the next automated product after BES, for delivery during ICL Pathway Release NR2, for clients other than those of the DSS/ES/SSA(NI).

Award

A decision of entitlement to a benefit, pension or allowance.

Batch

A process by which data is collected at intervals, usually every 24 hours and then sent to another system in one process overnight.

Batch System

A computer system which is not linked to an on-line system. The information held cannot be updated on line, but is manually input from a data input form.

Benefit Apportionment System

A computer system that records the details of all payments made that are recorded on the host business computer system whether paid clerically, or by the system. The details of these transactions are stored by the payment type and code of issue. Information is collected from all the business systems that are linked to BAS.

Beneficiary

A person entitled to receive one or more benefits.

Benefit Encashment Service

A service provided and maintained by ICL Pathway to support the encashment of authorised payments at the PO for Payment Cardholders.

Benefit Payment Reconciliation Panel

A monthly group meeting consisting of members from BA, POCL, and ICL Pathway who meet to identify, progress and discuss reconciliation issues which may affect deliverables in which all parties have an interest.

Business System

The system on which individual business Users record all details relating to the customers claim and entitlement. This may be an on-line computer system, a system using batch system processing or a clerical system.

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Business Type

This refers to a section within the business system which has an interest in the customer, e.g. IS, RP, WB or JSA.

CAPS Programme

The Programme to introduce the Customer Accounting and Payments Strategy.

Card

A card or other token to be issued by or on behalf of DSS for the payment of benefits and allowances and other related benefit and social security purposes, as provided and managed under the Card Management Service.

Cardholder

A person identified by CAPS as being entitled to hold a card, and to be named on that card, in order to collect benefit for a specified beneficiary, or a number of specified beneficiaries.

Card Management Service

A service provided and maintained by ICL Pathway who produce, automate, review, issue and distribute Payment Cards and Pick-Up Notices.

Card Reader

A device used by the PO through which the Payment Card is swiped. It allows access to the information held on BES.

Cash Account Period

POCL accounting week which runs from Thursday to the following Wednesday.

Casual Agent

A person authorised by the Beneficiary or Appointee to collect benefit on his or her behalf on a one-off basis.

Clerical Payment

Any payment that is non-system generated, such as clerically issued order books, girocheques, payable orders and in some cases, cash.

Clerically Processed Cases

Cases which may be assessed and processed manually by the benefit system, although payment can be made on CPCS provided an account exists on PDCS.

CAPS Operational s and Live Support

A dedicated team within the CAPS environment who provide live support duties for the CAPS systems and CAPS customers.

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Earliest Encashable Date

The earliest date that a payment can be cashed at the PO. This may be earlier than the due-date if an adjustment has been made to allow for a Bank or Local Holiday.

Early Batch

Functionality to issue a request in a batch file from a business system which will ensure that payment/stop will be available on the next working day.

Encashment

The act of collecting payment(s) for one beneficiary from a post office.

Encashment Identification

A means of uniquely identifying an individual encashment.

Entitlement

The details of the award of a benefit, pension or allowance.

Electronic Point Of Sale

A term used to describe the systems typically used in retail shops and stores, at the point of customer service, for recording sales transactions.

Expiry Period

The period beyond which Payment Cards and payments are no longer valid.

Extended Verification Procedures

Part of the card verification method requiring extra interactions in order to provide a greater degree of confidence in confirming the identity of a Cardholder.

Exceptions

Any action different from the normal business processing.

FAD Code

See Transaction Reference.

Fall-back

ICL Pathway term for contingency.

File

A means of transferring data from one system to another. Each file generally consists of a standard header, a series of detailed records and a specific trailer.

Foreign Encashment

An encashment of an Authorised Payment which occurs at a post office other than the Nominated Post Office.

Help Desk

The initial point of call for Users in need of support relating to the services.

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Horizon System HelpDesk

A technical help desk provided by ICL Pathway.

Host Business System

The business system through which CPCS and PDCS are being accessed.

Improper Encashment

An encashment that is found to have been subject to improper or fraudulent processing resulting from a business or technical error occurring in the CAPS or Pathway environment.

Incident

Any perceived abnormal or undesirable occurrence relating to a Service.

Incident Resolution

The agreed closure of an Incident which may include the re-establishment of Service following an Incident or, where the Incident was found not to be an abnormal or undesirable occurrence, clarification of the incorrect perception

Incident and Problem Management System

A dedicated ITSA system which enables DSS Expert Domains to log incidents and problems and maintain an accurate and ongoing review process from logging to resolution.

Lisahally

Lisahally is the location of the Paid Order Unit who provide payment receipt storage, search and retrieval services for the Agency or ES. The payment receipts are sent by the post office for secure storage, so that they remain accessible to the Agency or ES on request.

Main Payee

For certain business systems (e.g. Child Benefit), two people are equally eligible for collection: the customer and his/her spouse or partner. Sometimes the customer is also referred to as the Main Payee.

Method of Payment

The form of payment recorded against a Transaction involving a Customer.

Node Id

See Transaction Reference.

Nominated Post office

A specific post office at which a Beneficiary has elected to receive benefit payments.

On-Line Day

The period of time during which a computer system is available for use each day.

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One Off Payment

A Payment Instruction that contains only one Like Payment which consists of one Authorised Payment.

Other Guardian

A person appointed by the courts in Scotland to act on behalf of the customer.

Other Payee

A person who, in certain circumstances, the customer may elect, or have elected for them, to collect payments on their behalf.

Outlet

A location that transacts post office business.

Parent/Guardian

Specifically the parent or guardian of a child who has been awarded DLA or WPA. The parent/guardian acts on behalf of the child, regardless of whether the child is capable of managing their own affairs.

PAS Exception

A transaction received by CPCS from PAS contained in an Encashment file is matched against the customer record held in CPCS. Where one or more data item(s) do not match exactly with the corresponding data item(s) on the Authorised Payment record(s) held upon CPCS, an Exception (and report) is Produced. The Exception must be investigated to allow the correct updating of CPCS.

Payee

The person who is entitled to collect payments, (customer/PAB/alternative payee or agent).

Payment Advice Notes

Leaflets sent to the customer containing information and advice such as reporting changes of circumstances to the Agency or ES. These will replace the Yellow Pages currently found at the back of the order book.

Payment Authorisation Service

A service provided and maintained by ICL Pathway for the management of payments authorised for collection by customers or their representatives.

Payment Card Help Line

A telephone service provided by ICL Pathway covering Card Management Service (CMS) helpdesk and Payment Authorisation Service (PAS) helpdesk. This area acts as the single point of contact for all enquiries relating to Payment Cards and PUNs. Separate telephone numbers are used by the DSS, POCL and the public (one number is also dedicated to Welsh speaking customers).

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Payment Component

The breakdown of a payment into its component parts, e.g. basic rate, age related addition, additional components etc.

Payment Due Date

The date that payment is due to the customer, as authorised by the Agency or ES.

Payment Instruction

An instruction from a business system or clerically input to CPCS, that contains all the information necessary to allow CPCS to authorise the issue of payments to the correct person, at the correct rate and at the correct time.

Permanent Agent

A person authorised by the Beneficiary or Appointee to collect benefit on his or her behalf (until revocation of that authorisation).

Payment Receipt

A pre-printed slip completed during encashment at the Outlet counter to provide details of the Beneficiary's Authorised Payments.

Payment Request

The action taken by a User to ask a business system to pass a Payment Instruction to CPCS.

Personal Acting Body

Someone who acts on behalf of a customer for the Agency and ES business. In effect, the PAB then becomes the customer, in that they are responsible for signing declarations and reporting any changes of circumstances on the customers behalf, e.g. an appointee.

Personal Details Computer System

The computer system through which personal details relating to a customer and, where appropriate, other payees are input and maintained.

Pick-Up Notice (PUN)

Notification to an Authorised Person that a card is ready for collection by him or her.

POCL Outlet Accounting Period

The shortest normal accounting period applying within an Outlet, normally a week and running Thursday through Wednesday, but subject to variation at financial year end and to revision. It may be merged by agreement in individual Outlets, e.g. to enable sub-postmaster holidays.

Power of Attorney (Enduring)

The appointment of an agent by deed, which if specified by that deed, can for the purposes of the Agency or ES transfer responsibility from the customer to the Attorney in relation to all matters concerning receipt of payments and are legally allowed to

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manage the customers affairs without time limitation. It can be terminated by the death of a customer or attorney, or in the event of customers bankruptcy.

Power of Attorney (Limited)

Is legally contracted to manage the affairs of the customer. Must be granted specific powers by the court to handle the customers financial affairs, but may not act for the customer without the Secretary of State granting them powers to deal with the customers affairs under the BF56 procedure. The appointment may be limited by time and/or purpose. It can be terminated by the death of the customer or Attorney, the customer becoming bankrupt, or the customer losing the capacity to manage their own affairs.

Qualified NINO

A NINO allocated where we have established the customers identity but require to carry out final corroboration. The qualified NINO has time controls in place to ensure the necessary follow up action is carried out and can only be allocated if benefit is due.

Reconciliation Exception Database

ICL Pathway Customer Services database which will hold details of all reconciliation exceptions relating to benefit ~~Encashments~~ ~~encashments~~ made via the BPS, identified by themselves, DSS/ES/SSA(NI) or POCL.

Record

A unit of information. Several records make up a file.

Records

Full and accurate records relating to the performance of (i), in the case of the DSS Agreement, the DSS Services, (ii), in the case of the POCL Agreement, the POCL Services, (iii), in the case of the ICL Agreement, the ICL Pathway Services.

Restricted Post Office

A Restricted Post Office is a designation used to describe a situation where an Authorised Person must use their Nominated Post Office to encash Authorised Payments.

Royal Mail Address

An address which is in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands (Jersey, Guernsey, Alderney and Sark).

Seal of Approval

A key Information System Policy of the DSS/ES/SSA(NI), which aims to ensure that all deliverable end products are provided once all issues and non-conformities have been addressed. This provides assurance to Accountable Officers that a quality product is delivered with a guarantee of “fit for purpose”.

Sequential Taxation Id.

See Transaction Reference.

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Service Architecture Design Document

The document showing the Service Architecture developed pursuant to Clause 401.1.1, as amended from time to time to reflect optional and additional Products and Services supplied and performed under the POCL Agreement and the DSS Agreement.

Service Code of Practice for Help Desks

Describes the services involved in the Card Payment environment for Release 1c, their roles, responsibilities and the way they interact. Also describes the generic procedures for incident and problem management.

Service Level

A quantified and measurable standard, as defined in the Related Agreement, required for a specified Service.

Signing Agent

An official of the Local Authority who is authorised to deal with all the residents payment, e.g. a warden. A signing agent is only appropriate for customers who are in Local Authority Part III Residential Accommodation.

Standing Agent

A person nominated by the customer with prior agreement of the Agency or ES who may, on a long term basis, collect any payments on behalf of the customer.

Stop Request

An instruction released by CAPS to ICL Pathway to stop an authorised payment.

Superseded Account

The account which has been closed by the appropriate User. This account is held for historical purposes only and may be viewed but not maintained.

Superseding Account

An account which has replaced another for the same customer under a different NINO. The account is fully maintainable using existing CAPS facilities.

Swipe

The action of passing the Payment Card through the Card reader at the post office.

System Support Centre

ICL Pathway technical support services.

Temporary Token

A token that permits an Authorised Person to encash one or more Authorised Payments.

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Temporary Token Post Office

To collect payment(s) using a TT the customer/Alternative Payee/Death Arrears Payee/PAB can specify a post office to use the TT at for collection of payment. This post office must be used for all **Encashments** made using the TT.

Third Party Deduction

An amount deducted from a payment component that is specifically for payment to a third party on the customers behalf, e.g. payments of electricity or gas.

Transaction

A recorded and auditable instance of business activity, involving Service provision or Stock movement across organisational or Service boundaries.

Transaction Reference

The unique identifier shown on the BES payment receipt, which has the following format;

FAD Code (6 characters) - Identifies the post office at which the encashment was made.

Counter Node (2 characters 00 or //) - The counter position where the encashment was made.

Sequential Taxation ID (8 characters) - Unique number given to the post office clerk by the HelpDesk.

Transitional Period

The time from when the first customer is migrated to PDCS until customers of all business systems are accounted for under CAPS.

Tripartite

A three way partnership between ICL Pathway, DSS/ES/SSA(NI) and POCL.

Tutor

A person appointed by the courts in Scotland to act on behalf of a customer.

Unsafe Address

An address with a record of continual loss of IOPs and PUNs relating to it.

Urgent Payment

An Authorised Payment that must be available for collection at a post office within 30 minutes of its authorisation by CAPS.

Urgent Stop

A stop request issued immediately to the post office and the result notified immediately to the post office clerk on-line and the business system. This stop request is actioned via a CPCS on-line dialogue

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1. Introduction

Benefit Payment Reconciliation Processes for ICL Pathway NR2 are divided into 9 parts. The end to end reconciliation incident management and resolution processes (Parts 1 and 2) describe how ICL Pathway, DSS and POCL work together to :

- identify and manage incidents, and
- resolve reconciliation incidents, in particular any benefit under or overpayments, and transaction data exceptions in the return leg (BES to CPCS).

Although it is stated that this document is specific to ICL Pathway NR2, the principles and processes are not Release specific.

Liability definition: In the context of this document, liability is taken to mean a financial loss or unplanned for charge which affects any party to the Related Agreements.

The four main ways in which a potential liability may be identified due to operational events are:

- a reconciliation exception
- service management reports identifying breach of an agreed service level in the Related Agreements (with an attached remedy);
- an audit failure, see Section 2.1 of schedule B08 of the Authorities Agreement);
- a repudiation by a customer (see schedule B08).

There are other significant ways in which liability may arise, however these are detected and progressed through contract management. A separate forum will be held to resolve liability issues relating to contract management. Some of these are touched upon in the principles defined later in the document at part 5; they cover events such as:

- failure to meet a contractual milestone with an associated cost to the Authorities;
- failure to meet an obligation under the Related Agreements associated with a specific liability, e.g Operational Trial;
- a general breach of contract for which specific remedies have not been specified, e.g. unauthorised publicity.

This document links the assignment of liability (documented in Part 1 in the Incident Management Process Maps for COLS, BSU and POCL) to the generic escalation processes where liability cannot be agreed, through to conclusion and acceptance of liability by ICL Pathway, the DSS or POCL.

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2. Scope

The scope of the document includes:

- for completeness all agreed high level principles for the assignment of liability; (although the document only focuses on liability assignment for reconciliation incidents),
- the processes and low level principles involved in the assignment of liability for reconciliation incidents, including references to the appropriate forums for agreement.

The scope excludes:

- accounting implications following assignment of liability (settlement), i.e. who pays what, when and how, (This area of work will be developed under Part VIII- Liability Invoicing, although it may, at a later date be necessary to combine this document with Part VIII).

3. Purpose

- To define the principles and process framework for assignment of liability for Benefit Payment System related reconciliation incidents.
- To support the development , enhancement and validation of local procedures.
- To inform BA Security and BA Banking and Accountancy Branch Seal of Approval process.
- To satisfy the contractual requirements associated with the Benefit Payment System.

4. Approach

4.1 Planning

- plans for the production of process definitions are maintained by ICL Pathway, BA, POCL.
- any changes to the plans are agreed by the 3 parties.

4.2 Process Definition and Approval

- joint ICL Pathway/BA/POCL development, publication and ownership of a set of reconciliation process definitions covering the scope of this document;
- process definitions developed by a process team comprising nominees from ICL Pathway, BA and POCL, working in conjunction with nominees from the relevant business organisations;

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- progress reviewed by the BPS Reconciliation Panel;
- process definitions signed-off by senior management in ICL Pathway, BA and POCL;
- process definitions maintained under change control for the duration of Release NR2 and revised to accommodate approved continuous improvements.

4.3 Document Control

- The electronic master of this document resides in the DSS, CAPS library. Mirror copies are held in the POCL, ICL Pathway libraries.
- Draft versions will use references 0.A, 0.B, 0.C, etc.
- Definitive versions will use the references 1.0, 2.0, etc.
- Authors of the documents are responsible for distribution within their own organisation.

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5 High Level Principles for the Assignment of Liability

The following principles for the assignment of liability were agreed at the RAB (Release Assurance Board) on the 29 October 1997, involving PDA (now Service Management), BA, POCL and ICL Pathway. These are high level generic principles for the assignment of liability, are contractually bound, and do not just cover liability assignment for reconciliation. Those principles that are applicable to reconciliation are identified by italics.

Lower level principles for the assignment of liability can be found at paragraph 6. They describe the processes within the operational areas, i.e. COLS and ICL Pathway.

Liability Assignment Principles are prefixed L.

5.1 Liability for Reconciliation and Repudiation including Burden of Proof, linked Costs of Investigation and Recovery

| Ref. | Liability Assignment Principle | Action By |
|------|--|--------------------|
| L1 | <i>The contractual liability clauses specify that the direct costs of a liability should fall on the party found liable. In general "direct costs" comprise three main areas - investigation costs, benefit losses and correction costs. Pathway would be responsible for investigating all reconciliation failures, and the Authorities for investigating all repudiations.</i> | <i>All</i> |
| L2 | <i>With the above broad principle, Pathway would not be responsible for investigating reconciliation differences between the Authorities, which may appear to arise as a result of timing differences. Pathway will investigate any reconciliation differences which directly involve their systems and will assist the Authorities in any investigation they need to make between them. On investigation costs, there should be a distinction drawn between normal operational costs (i.e. work that is undertaken in checking etc. even if no reconciliation differences are found) and specific extra work as a direct result of an investigation. Hence, if liable, Pathway would not bear the costs of the Authorities' investigation of reconciliation differences, but would bear direct losses and recovery costs if shown to be liable.</i> | <i>All</i> |
| L3 | <i>In the case of fraud, there is a straightforward liability for cost of the money that has gone astray and the costs of investigation (as above), but there needs to be a more case specific consideration of the costs involved in any corrective action to prevent further occurrences. This last cost needs to be considered in context of the risk and value of the other losses.</i> | <i>All</i> |
| L4 | <i>In establishing "proof" of liability, while the relevant contract clauses (see Clause 808 of the Authorities' Agreement) make the general provision that Pathway need to establish if the Authorities systems were at fault, it was agreed that it would be difficult in advance to provide any quantification of what constitutes proof. It was further agreed that</i> | <i>ICL Pathway</i> |

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| | | |
|--|---|--|
| | <i>“proof” needed to be considered with a test of reasonableness, and that care was needed over early cases to establish sound precedent.</i> | |
|--|---|--|

5.2 Liability in Fall-back

| Ref. | Liability Assignment Principle | Action By |
|------|---|--------------------|
| L5 | <i>The principles of liability under fall-back should mirror those under live operation. Most fall-back errors will appear as reconciliation errors as data is reprocessed. And hence Pathway are responsible for resolving the error and unless they can show the Authorities were at fault, Pathway should accept any consequent liability.</i> | <i>ICL Pathway</i> |

5.3 The Scope of Liability before, during and after Operational Trial

| Ref. | Liability Assignment Principle | Action By |
|------|---|-----------|
| L6 | During the operational trial period all contracted service levels should be monitored and reported against, although related remedies do not apply. After the operational trial period the related remedies will apply. | All |
| L7 | Service faults or errors should attract liability at all stages. Direct losses should be borne by the liable party, but that, as part of the normal trial activity during the operational trial period (cf. L2 above), the costs of investigating any errors should be borne each to their own. Within this context, the provisions of Clause 808 of the Authorities’ Agreement and Schedule B08 do still apply to service faults and fraud during operational trial. | All |

5.4 Liability arising from Phased Releases and Declared Deficiencies

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| Ref. | Liability Assignment Principle | Action By |
|------|---|-----------|
| L8 | <p><i>The change from the original contract intentions for a relatively small IGL in parallel to operational trial and prior to acceptance, compared to the current phasing of releases and significant live operation prior to acceptance makes this issue more important.</i></p> <ul style="list-style-type: none"> <i>Where the contracting authorities agree to the implementation of releases which contain declared deficiencies, Pathway will accept any consequent liability caused .</i> <i>In the specific context of Release 1c, Pathway will therefore accept liabilities arising as a direct consequence of the restricted EVP, the reduced security functionality and the 10 minute timing problem that could allow a payment to be encashed twice.</i> <i>Where reduced functionality or declared deficiencies require the contracting authorities to adopt extra “work around” costs these cannot be recovered from Pathway - if such costs are considered excessive, the release contents should be declined</i> | All |

5.5 Liability issues related to availability of data (e.g. EVP)

| Ref. | Liability Assignment Principle | Action By |
|------|---|--------------------|
| L9 | <i>The risk/liability should remain with whichever party makes an assumption (e.g. over the availability of data and the ability of customers and service users to understand and use that data; or how historic data represents future trends). Hence each party needs to be careful about how we present information and assumptions.</i> | All |
| L10 | <i>Where specific data is found to be less reliable than could reasonably be expected from its specification, the party that provided the data should be liable. Hence if EVP fails because of poor data quality from DSS systems, Pathway should not be liable.</i> | All |
| L11 | <i>In the particular context of EVP it was agreed that for the limited number of cases where first name was not available, DSS and Pathway will split any consequent loss 50-50.</i> | DSS/ICL Pathway |

5.6 Liability and Recovery Costs

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| Ref. | Liability Assignment Principle | Action By |
|------|---|-----------|
| L12 | <i>The principles involved in liability and recovery costs are largely covered under 5.1 above. It was however also agreed that there needs to be some baseline for standard recovery costs to enable each party to assess the level of exposure and agree the way forward.</i> | All |

5.7 Liability impact of CCNs

| Ref. | Liability Assignment Principle | Action By |
|------|--|-----------|
| L13 | It was agreed that variations to liability should be a specific point on CCN impact assessments. | All |
| L14 | In the context of CCN117 specifically it was agreed that cards and temporary token liability at the point of encashment were identical. DSS are responsible for ensuring a temporary token is issued accurately, but at the post office, the same principles apply to temporary tokens as for cards. | All |

DQ Are principles 11 and 14 really low level principles or caselaw?

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6 ICL Pathway Caselaw Database

The Caselaw Database has been introduced in order to provide a comprehensive log of all reconciliation incident types which can act as the legal precedent for any future incidents of an identical nature. The forerunner to this is the 'Error Matrix' which is a table of liability allocations based on different 'error' scenarios. The Error Matrix will be retained until the Caselaw Database has mirrored all the liability 'error' scenarios on the Error Matrix. The Caselaw Database is kept within a secure unit at ICL Pathway's Bracknell site where the Business Support Unit is based.

Further information can be found in the Draft Document ICL Pathway Case Law Database (CS/SPE/009 Version 0.1), however the main principles are as follows;

6.1 Caselaw Principles

| Ref. | Caselaw Principle | Action By |
|------|--|--------------------|
| CL1 | New incident types will be entered on the Case Law Database by a BSU Analyst. | ICL Pathway BSU |
| CL2 | A Case Law Referral Form will be used in the escalation process to refer to the appropriate Level. (See Paragraph 7). | ICL Pathway BSU |
| CL3 | The Case Law Precedent will be referred to by its unique Caselaw number and used on the supporting reconciliation exception documentation used by the contracting authorities. | ICL Pathway BSU |
| CL4 | The database will include details of any investigation costs. | ICL Pathway BSU |
| CL5 | The database fields are designed to fulfil 3 functions:- <ul style="list-style-type: none"> • provide a complete incident history in a manner which makes the subsequent allocation of liability logical and consistent with existing documentation. • allow for searches and statistical analysis to be made • provide sundry information that allows cross referencing to supporting documents and finance information. | ICL Pathway BSU |
| CL6 | The actual time reimbursement is made to the appropriate party is recorded, thus giving an expected time for completion of the process. | ICL Pathway BSU |
| CL7 | A Case Law Referral Form will be used in the escalation process for reference to the appropriate Level. | ICL Pathway BSU |

DQ Do we need to include any other principles?

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They each have the option to extend their scope to cover 3-way issues. If the Operational Forum refer any cases to the Commercial Forum(s) they should decide which Commercial Forum to refer the issue. Any cases that cannot be resolved by the Commercial Forum(s) should be referred to Level 4 the Senior Managers Commercial Forum (George McCorkell, Dave Miller) before reference to the Courts or other final resolution stage. The Senior managers Commercial Forum can use any appropriate steering Groups or Programme Boards to aid agreement.

The last decision for liability will rest with the Courts an/or Alternative Dispute Resolution-Independent Arbitration (Level 5).

Once liability has been assigned then costs are calculated. However the decisions/assignment of costs and timing fall outside the scope of this document (see Part 8 Liability Invoicing). The decision may well be made by the Commercial Forum.

Role of Service Management Group(s) in the Liability Escalation Process

Wherever it is deemed appropriate in the escalation process to obtain more information or advice then reference to the appropriate Service management Group(s) can be made. This can include holding joint Service Management meetings.

7.1 Summary of Processes

The following should be read in conjunction with the process model that follows;

- Incident management models in Part I describe where incidents are likely to arise and how they are managed. If fraud is suspected then there are specific processes to follow which are contained in Part V. Part II describes how incidents are resolved. All of the processes described in these documents will feed into this process. **(Processes a and 1)**.
- For each reconciliation incident, before closure is agreed, liability assignment must be considered. Each operational area must consider if liability needs to be agreed with one or all of the other domains. If it does not, then each area will record the fact that liability has been accepted within the domain, (Local procedures will contain further details). **(Process 1a)**.
- If liability needs to be agreed with one or all of the other domains and although the incident can be matched and agreed against existing caselaw, refer the incident to the Operational Forum for ratification. By doing this we are ensuring that precedents are not being set which may conflict with contractual obligations or agreements. **(Processes 1b,1d and 4)**.
- Once the decision has been ratified at the Operational Forum then the liable amount should be calculated, (see Part VIII), allocated and settlement arranged. **(Processes 4a, 5-8)**. If the decision is not ratified by the Operational Forum then the incident should be escalated to the Commercial Forum and beyond if necessary. **(Processes 4a and 11 et seq)**.
- The raising of a problem should be considered, for instance, if liability is consistently being accepted rather than the problem being fixed, (see Part IV). The incident should be closed, once all appropriate accounting implications have been considered. At this stage the caselaw database held by ICL Pathway BSU should be updated. **(Processes 4b and 9)**.

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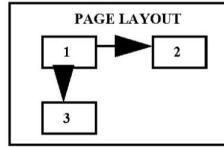
- If the incident cannot be matched against existing caselaw and it is appropriate to obtain more information or advice then the appropriate service Management Group(s) should be contacted. **(Processes 1c and 10).**
- The incident should be referred to the Operational forum, who will consider whether all information/advice has been obtained before referring to the Commercial Forum to agree liability. **(Processes 11a, 12, 13,13a).**
- The Operational Forum are advised when liability is agreed at the Commercial Forum and (as above) the amount calculated, allocated, and settlement arranged. The caselaw database is also updated. **(Processes 14,4b, and 5-9).**
- The Commercial Forum may decide that they need more information/advice from the appropriate Service Management Group(s) before agreeing liability. The Commercial Forum will once liability is agreed advise the Operational Forum. The amount will be calculated, allocated, settlement arranged and caselaw database updated. **(Processes 13b,15,16,16a,14,4b and 5-9).**
- If the Commercial Forum cannot agree liability even after trying to obtain more information/advice then they must escalate to the Senior Managers Commercial Forum, who will agree liability and advise the Operational Forum of their decision. The amount will be calculated, allocated, settlement arranged and caselaw database updated. **(Processes 17, 17a,18,4b and 5-9).**
- If the Senior Managers Commercial Forum cannot agree liability and feel they need more advice/information they can refer to the appropriate Service Management Group(s). Once the Senior Managers Commercial Forum can agree they advise the Operational Forum accordingly. The amount will be calculated, allocated, settlement arranged and caselaw database updated. **(Processes 17b, 19, 20 20a,18 and 4b, 5-9)**
- The last decision if necessary will last with the Courts although resolution may be sought at an alternative panel, e.g. between Directors of ICL Pathway, the DSS or POCL, or Independent Arbitration. The amount will be calculated, allocated, settlement arranged and caselaw database updated.**(Processes 21,22 and 4b,5-9).**

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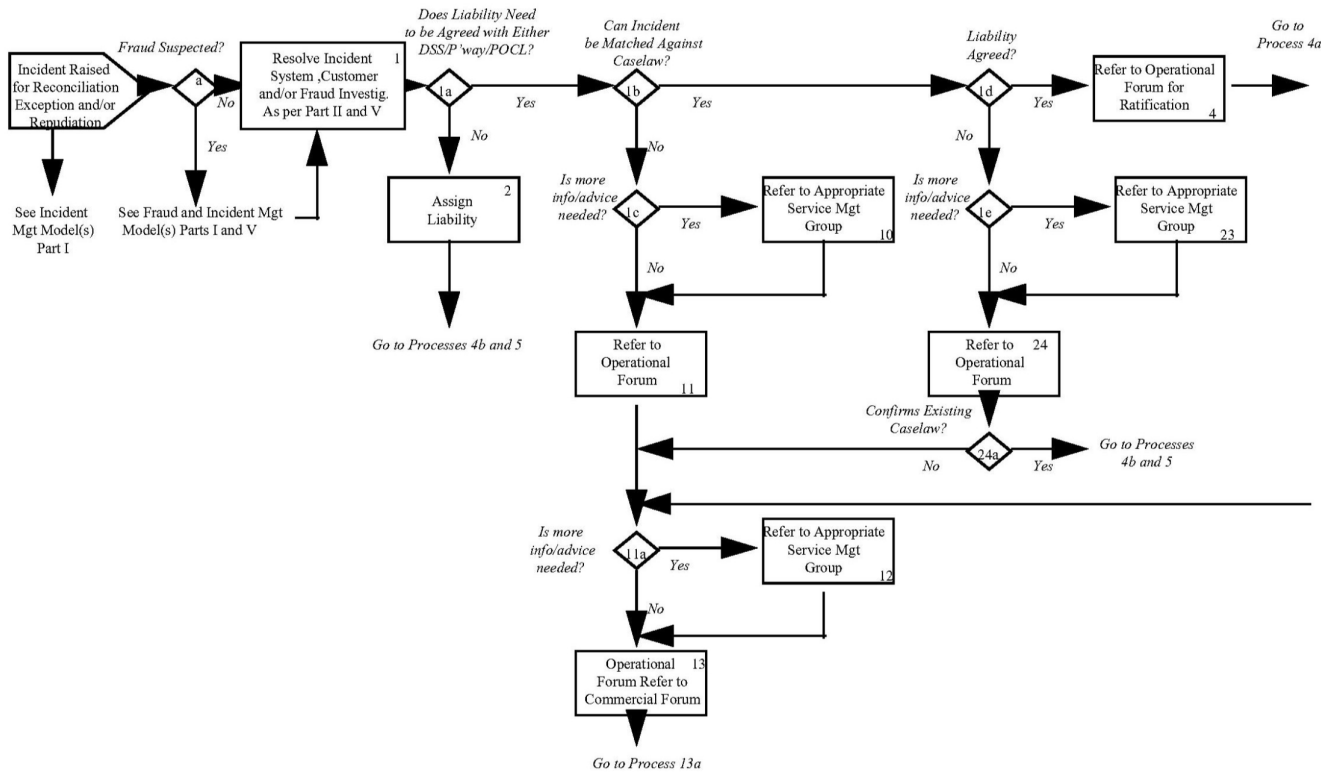
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**GENERIC ESCALATION
PROCESS MODEL FOR CROSS
LIABILITY ASSIGNMENT**



1

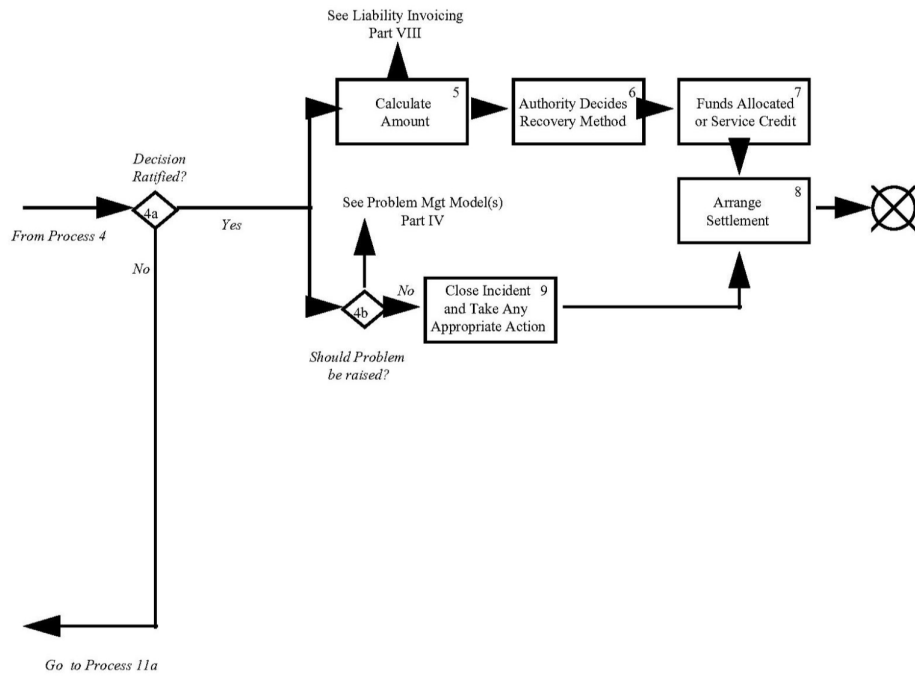


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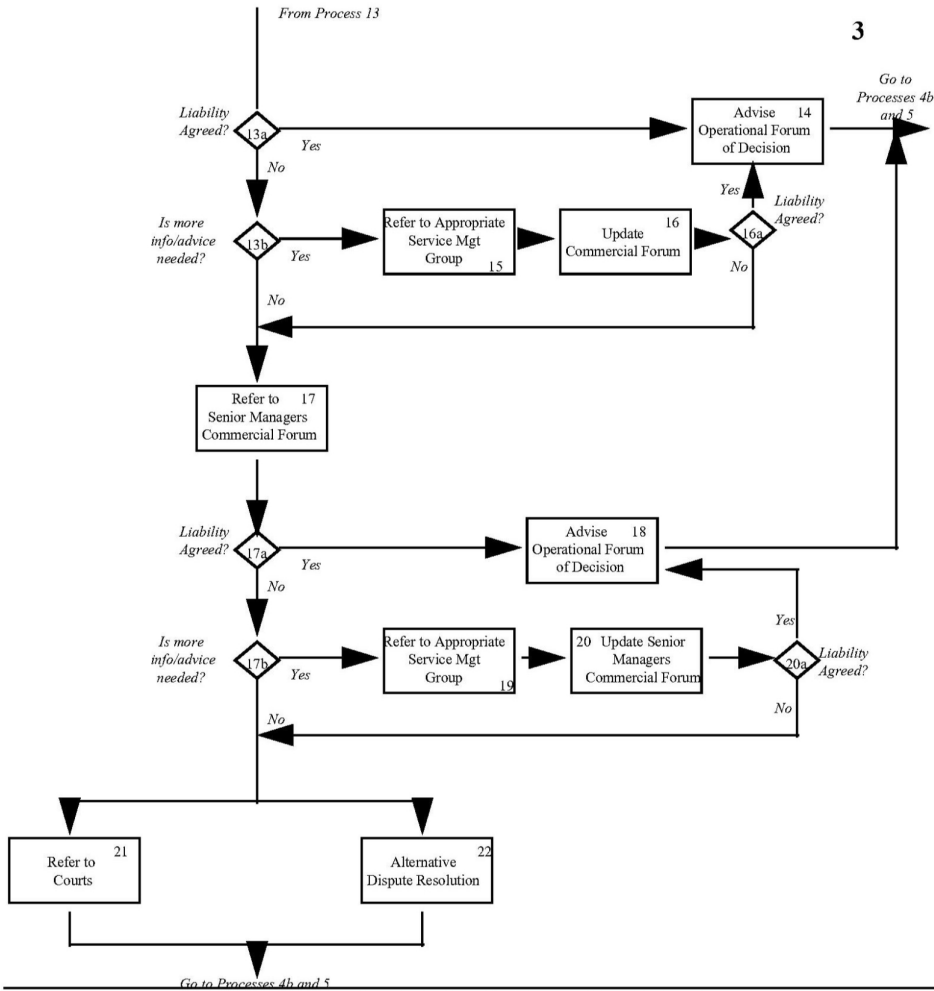
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COMMERCIAL IN CONFIDENCE

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8 Low Level Principles for the Assignment of Liability

For each reconciliation incident before closure is agreed, liability assignment must be considered. Each operational area determines whether liability needs to be agreed with either of the other domains, e.g. do the DSS need to agree liability with ICL Pathway and/or POCL? (see Part 1 Incident Management Models for the appropriate operational areas). Procedures for how agreement for liability assignment is actually achieved will be developed by the individual operational areas.

The following principles describe the principles that each level undertake to assign liability.

| Ref. | Liability Assignment Principle | Action By |
|------|--|-----------|
| L15 | <ul style="list-style-type: none"> Liability can only be assigned at this level if it does not need to be agreed with any of the other 3 domains. Close incident(s) after assigning liability and update as appropriate e.g IPMS or RED Reference to the appropriate Service Mgt Group(s) can be made for further advice or information on those incidents with cross domain liability assignment, before reference to the next Level. | LEVEL 1 |
| L16 | <ul style="list-style-type: none"> Liability assignment is ratified at this level where incidents can be matched against existing caselaw. Reference to the appropriate Service Mgt Group(s) can be made for further advice or information on those incidents with cross domain liability assignment, before liability assignment is ratified or reference is made to the next Level. The Operational Forum will escalate to the next level all incidents that cannot be matched to existing caselaw, or agreed at the Operational Level. | LEVEL 2 |
| L17 | <ul style="list-style-type: none"> Liability is assigned at this level for new incidents not included in existing caselaw. Liability is ratified/agreed at this level where liability cannot be agreed at Level 2. Reference to the appropriate Service Mgt Group(s) can be made for further advice or information on those incidents with cross domain liability assignment, before liability assignment is ratified or reference is made to the next Level. If liability cannot be agreed at this level refer the incident(s) to the next level. | LEVEL 3 |
| L18 | <ul style="list-style-type: none"> Liability is ratified/agreed at this level where liability cannot be agreed at Level 3. Reference to the appropriate Service Mgt Group(s) can be made for further advice or information on those incidents with cross domain liability assignment, before liability assignment is ratified or reference is made to the next Level. | LEVEL 4 |

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| | | |
|-----|---|---------|
| L19 | <ul style="list-style-type: none">• DQ Stuart/John can you supply any extra info here on this level, i.e. how is case referred to the courts or is it not appropriate to add any info other than refer to Solicitors Branch? | LEVEL 5 |
|-----|---|---------|