



Losses and Gains Policy

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Scope and Purpose.

Scope

- Post Office Ltd's policy on losses of cash and stock whether caused by Burglary / Robbery, or Subpostmaster carelessness or negligence i.e. 'Counter' losses
- Subpostmaster contractual position with regards to the above.

Purpose

- To explain the key features of our policy and it's application
- To listen to any concerns regarding our policy and it's application



Contractual position.

Agents contractual obligations are as follows;

- The Subpostmaster is responsible for all losses caused through his own negligence, carelessness or error, and also for losses of all kinds caused by his Assistants. Deficiencies due to such losses must be made good without delay.
- The financial responsibility of the Subpostmaster does not cease when he relinquishes his appointment and he will be required to make good any losses incurred during his term of office that may subsequently come to light.
- Surpluses may be withdrawn provided that any subsequent charge up to the amount withdrawn is made good immediately.
- A Subpostmaster may exceptionally not be required to make good the full amount of certain losses at his office. If he feels entitled to relief in making good a loss he should apply to Post Office Ltd
- The question of granting relief will depend upon whether the Subpostmaster has taken reasonable precautions to safeguard the official cash and property.



Counter losses.

- There are no limits on recovery levels
- Losses may be 'settled centrally' to allow time for transaction corrections to filter through
- Where hardship terms are agreed, POL limit recovery to 25% of the agents gross remuneration per annum, recovered monthly.
- Where re-payment is not made, POL may apply the 'equitable right to set-off'.

Fraud

- All cases of fraud or attempted fraud should be reported immediately to Post Office Ltd – note that this does not indemnify the agent however.

Burglary and Robbery losses (as opposed to counter losses)



- The question of granting relief will depend upon whether the Subpostmaster has taken reasonable precautions to safeguard the official cash and property.
- Policy dictates that other factors are considered, for example bravery, track record, any other extenuating factors.
- Amounts for re-payment are determined by two factors; the degree of negligence (if any), and, in most cases, the level of remuneration the agent receives from all of his branches.
- Where re-payment is sought, hardship terms may be offered where it is proven by the agent that immediate payment in full is not possible.
- The agent can appeal against the decision re level of culpability, or the terms of recovery.
- The appeals manager will not have had any dealings with the case, and may change the outcome either adversely or favourably to the agent.
- The agent should receive a decision on culpability within 21 days of the initial contact from the contracts team, with appeals decisions communicated by day 42.

Questions and Issues.

