



## Death in Service



### Reference information

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### Approval

Role	Name(s)	Date
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**SUBJECT:           Death in Service****PART 1****1.0   Glossary of terms used in this Policy.**

<b>Word/term</b>	<b>Definition</b>
Postmaster	An individual, company or partnership contracting with Post Office Ltd on a Traditional Contract or Main / Local Agreement.
Appointment Process	Post Office Ltd.'s process for considering the application and business plan of potential Post Office Postmasters.
Company Operator	A Local Post Office® or Main Post Office® Operator contracted to Post Office Ltd as a company.
HRSC	Human Resources Service Centre.
Network Transformation	A Government investment programme to modernise the network of Post Offices around the United Kingdom, including the introduction of new Post Office Operating Models.
Operating Models	This term refers to the contract type that applies at the branch and includes, but not is exclusive to SPDO, MSPO, IFPO, Local Post Office, Main Post Office, Hosted.
Operator	An individual, company or partnership responsible for the operation of a Local or Main branch under an NT Agreement.
Traditional Contract	Contract for the operation of Post Office branches, except the new model Local and Main agreements. Traditional contracts include: Subpostmasters Contract; Community Subpostmasters Contract; Modified Subpostmasters Contract; Franchise Agreement; Franchise Independent Retailer Agreement; Satellite contract; Outreach Agreements; Company Operated Contract; Local Funded; PayStation Direct Settlement; PO Essential or Temporary Subpostmasters Contract

**2.0   Introduction and purpose**

In circumstances where an Postmaster dies in service, Post Office Ltd.'s (POL) practice has been to allow the branch to transfer to a suitable family member, subject to the resolution of the estate and / or probate issues. Generally this will follow the appointment of a Temporary Postmaster to maintain customer service whilst the estate and / or probate issues are resolved. The Temporary Postmaster will often, but not exclusively be a family member, prior to the resolution happening, and all parts of the Temporary Postmaster Appointment Process still need to be fulfilled. e.g. credit and ID checks etc. Individual Postmasters and their families have no right of assignment of the Post Office, therefore any decision on transfer will always be at the discretion of POL.

## **PART 2**

### **3.0 Communications with family**

Whilst Post Office Ltd should remain sympathetic and mindful of the needs of the family, it is important to discuss the options available to the family and to put a substantive contract in place at the appropriate time.

When alerted to the death of an individual who is a Postmaster, the Contract Advisor or Field team should contact the Human Resource Service Centre to establish the next of kin and the contact details of the deceased.

Whilst in some cases the family may proactively contact Post Office Ltd to resolve the temporary solution quickly, in other cases Post Office Ltd.'s Contract and Field Teams may need to make contact with the family.

The following timescales should be used by Post Office Ltd Contract and Field Teams as a guide. The Contract Advisor (CA) should determine from the facts of each case, when it is the appropriate time to contact the next of kin. It is imperative that before any contact is made the Field Teams and CA's liaise together to ensure the family are only contacted on singular occasions i.e. we should not contact them more than once to determine the same thing.

- within 6 months\* of the death in service – initial contact is made with the family by the CA by telephone to check on the position and determine if they are ready to discuss making the temporary contract substantive in cases where the temporary Postmaster now possesses the valid property interest as an outcome of probate.
- within 12 months\* after death in service – further contact is made by the CA with the family by telephone to check on the position and advise that Post Office Ltd wish to discuss the options available for the branch. This should be followed up in writing.
- within 18 months\* after death in service - further contact is made by the CA with the family by telephone to check on the position and advise that Post Office Ltd wish the family to formally consider the options available for the branch. This should be followed up in writing.

**\*These timescales are a guide and are dependent on the individual circumstances of each case. Consideration should also be given to the wishes of the family, in the event the estate prefer to progress matters quickly.**

### **4.0 Family Transfer following death of Postmaster**

The family transfer concession as a consequence of a death in service, is best summarised as a supportive gesture by POL towards a Postmasters family. The Postmasters family should be offered the opportunity to have the Post Office transferred to a family member, subject to their suitability. The family transfer policy should be consulted once the family have made their decision.

Generally POL will allow the Family Transfer to take place on the same terms and Operating Model; however once POL have been advised of the desire for a Family Transfer to take place, there should be a discussion with the planning team to discuss

whether the branch can transfer to a new NT model with the agreement of the incoming Postmaster. Proper consideration should be given in Death in Service cases and POL should not seek to impose a contract / model change as a consequence of a death in service.

Discussions can then begin with the new prospective Postmaster as to their options.

It should be noted that the opportunity for a Family Transfer following a death in service is not available to Company Operators of new model Agreements, as there are other ways for the company to manage these events. If the legal entity is a partnership and one of the partners dies, the Partnership is dissolved, therefore Family Transfers do not apply to partnerships.

For further information on our family transfer policy please refer to the appropriate policy document.

## **5.0 Death in Service during Network Transformation**

Throughout the Network Transformation Programme there may be occasions where a Postmaster dies during the transformation process. Whilst all cases must be dealt with sensitively, it is imperative that communication is sent by the field team (FCA or AM) to all NT team inboxes to ensure that no further communications are sent to the deceased or the deceased family.

In all cases the Network Transformation Team will continue to consider cases for Post Office Ltd Investment and Network Transformation Leavers Payments in line with Network Transformation policy and on a case by case basis, taking into account the prior views of the deceased Postmaster and that of the family.

Depending on the stage in the process and the previously elected option by the Postmaster, the following may need to be considered:

- Contact with the PNO to advise of the current position
- Whether the CRP has been signed and returned
- If no CRP has been signed or returned (simple indication to leave)
- Whether the conversion process has begun
- Whether the PNO has already been appointed
- Whether a new Agreement has been signed by the PNO/convertng Postmaster

## **6.0 Premises**

After a death in service, it is important that the ownership and control of the premise in which the Post Office branch and any associated retail business is considered by the Contract Advisor, so that any decision in relation to a property interest can be considered at an early stage.

In ordinary circumstances it would be expected that the incoming Postmaster would have full control of the premises, in order that they can discharge all of the obligations contained in their contract. Where the outgoing Postmaster has had control of the entire premises, we would expect the incoming Postmaster to exert the same degree of control. As an example, in most cases it would not be acceptable for one family member to be appointed as the Postmaster whilst another assumed control of the premises or retail business.

In the event that the incoming Postmaster was proposing to continue an existing third party arrangement, it is important that the Contract Advisor understands its nature, and that it is made clear who has control of the premises and that this is recorded in writing in the appointment papers.

## **7.0 Related policies**

This section details policies that may be related to the information provided in this policy. This is not an exhaustive list and consideration should be given to other policies that may apply.

- Family transfers
- Advertising Vacancies
- Appointment Process
- Appointment of Temporary Agents