



Ministry  
of Justice

# Services and Service Level Agreement

## Compensation Claims Handling and Associated Support Services

**Framework:** RM3731 Lot 5 - Compensation Claims Handling and Associated Support Services

**Contract:** Call Off Contract signed 16 December 2020

**Contracting Authority:** Ministry of Justice

**Supplier:** Topmark/Davies Group Claims Management Limited

**Contract Term:** 17 December 2020 to 16 December 2023



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## A. HEADLINE REQUIREMENTS

1. The Supplier shall provide a claims handling service for claims occurring during the period 17 December 2020 to 16 December 2023 as set out below. The contract also includes an additional call off period of 2 consecutive years under this SLA.

### Background

2. Each year the Ministry of Justice (the **Contracting Authority**) receives in excess of one thousand new personal injury and other private law claims of varying degrees of importance, value and sensitivity. These emanate mainly from Her Majesty's Prison Service, for which it is responsible. The Contracting Authority will make wider use of outsourced claims handling, particularly in relation to the pre-action stage of such claims.
3. Case numbers suitable for handling under the proposed contract are expected to be in the range of 1500 - 2000 claims per year but cannot be guaranteed. The work covered includes the claims arising out of:
  - 3.1. Employer's liability estimated at 450 per year
  - 3.2. Public liability (including lost/damaged third party property) estimated at 1000 per year, and
  - 3.3. Damage to motor vehicles estimated at 100 per year.

### Account Manager and Supplier's Staff

4. The Supplier shall appoint a Senior Official (at Director Level) to act as Account Manager with responsibility for overseeing and managing the Contract.
5. The Account Manager shall ensure that handling and settlement practices and procedures are consistent with the best industry standard as well meeting the requirements of the Contract. The Account Manager shall also be responsible for ensuring that an efficient and effective claims recovery service is provided in accordance with the Contract, and that effective measures are in place to identify risk control potential.

### Services to be Provided

6. The service to be provided shall consist of:
  - 6.1. investigation by the Supplier of all claims and recoveries which are capable of being investigated
  - 6.2. provision of advice and estimation of liability and next steps
  - 6.3. negotiation to reach settlement, and
  - 6.4. settlement of liability and of compensation levels and costs.
7. Both admissions of liability and settlements of compensation and costs by the Supplier in each case shall be subject to the approval of the Contracting Authority or its authorised

representatives. The contact point in the Contracting Authority will differ depending on the part of the Department to which the litigation is attached. Regional contact lists are attached to the escalation process flow chart at annex A

8. The Supplier shall investigate all referrals, provide advice on legal liability and quantum and negotiate settlements either directly with the claimants, third parties or their insurers.

## **B. THE SERVICES**

9. The Supplier shall provide the services in accordance with the processes, standards and levels set out at Schedule 1.

## **C. MANAGEMENT INFORMATION AND PERFORMANCE REPORTS**

10. The Supplier shall provide timely, full, accurate and complete management information to the Contracting Authority which incorporates the data, in the correct format, required by the MI Reporting Templates. The initial MI Reporting Templates are set out in the Annexes to this Agreement. MI templates are subject to change subject to consultation with the supplier after the contract is awarded expected to be focused around breakdowns of data and the visualization.

### **Monthly Management Information Reports**

11. The Supplier shall provide, within 7 days of the last day of each calendar month (in a format agreed between the Contracting Authority and Supplier), Monthly Management Information Reports in respect of that month just ended to include, but not limited to, the following:
  - 11.1. overall statistics
  - 11.2. all open and closed claims (a Spreadsheet of All Claims in a format agreed between the Supplier and the Contracting Authority )
  - 11.3. number of Pre-Action Disclosures, number of working days taken to notify GLD and if the PAD documents were submitted to GLD in a satisfactory format
  - 11.4. Total estimated damages of new claims on a monthly basis
  - 11.5. number of complaints (new and unresolved), number of working days taken to acknowledge a complaint and number of days taken to give a final or interim response and if the resolution of the complaint was satisfactory
  - 11.6. the success rate against Key Performance Indicators (KPIs) 1, and 8 (Schedule 1), and
  - 11.7. any additional data or further reports in a format agreed with the Contracting Authority and its authorised representatives as requested.

## Quarterly Performance Reports

12. The Supplier shall provide, within 7 days of the last day of each quarter (in a format agreed between the Contracting Authority and Supplier) a Quarterly Performance Report in respect of the last 3 months to include, but not limited to, the following:

- 12.1. total number of open and closed claims
- 12.2. total claim costs and payments
- 12.3. top 5 claim subject types
- 12.4. top 5 prisons with the highest number of claims
- 12.5. 3 regions with the highest number of claims
- 12.6. total number of PADs
- 12.7. total number of complaints
- 12.8. total claims successfully defended
- 12.9. total number of claims that were referred directly to GLD as part of the hard exemptions in the Complex Claims Criteria (Annex C)
- 12.10. total number of claims that were sent to GLD as part of the soft exemptions in the Complex Claims criteria (Annex C)
- 12.11. total number of claims settled by the Claims Handler directly
- 12.12. total number of claims repudiated
- 12.13. lessons learnt from claims
- 12.14. total number of claims where offsetting has been applied and the total costs recovered
- 12.15. the success rate against KPIs 1, 2, 3, 4, 6 and 7 (Schedule 1).

## Annual Performance Report

13. The Supplier shall provide, on an annual basis, by the last day of January, an Annual Performance Report (in a format to be agreed between the Contracting Authority and Supplier) in respect of the 12 months just ended to include, but not limited to, the following:

- 13.1. executive summary
- 13.2. total number of open claims
- 13.3. total number of closed claims
- 13.4. total payments made against reserves
- 13.5. total TM fees charges
- 13.6. total number of claims that were referred directly to GLD as part of the hard exemptions in the Complex Claims Criteria (Annex C)
- 13.7. total number of claims that were sent to GLD as part of the soft exemptions in the Complex Claims criteria (Annex C)
- 13.8. costs and payments broken down by region and claim type ranked highest to lowest
- 13.9. total number of PADs and
- 13.10. total number of complaints
- 13.11. lessons learned from claims
- 13.12. total number of claims where offsetting has been applied and the total costs recovered
- 13.13. The success rate against all KPIs (1-8) (Schedule 1)

14. The Supplier shall provide to the Contracting Authority or its appointed representative, promptly and upon request, reports of an ad hoc nature which may be required for financial

or risk management purposes. Should the requested report fall within the capacity of the operating system, there will be no additional charge. However, should the report be considered outside of the system's scope and require in excess of 1 working day of additional work from the Supplier, a reasonable and agreeable charge will be mutually agreed.

15. The Contracting Authority reserve the right to make up to a maximum of three MI data changes per year. This is subject to change depending on contract trends and will be expected to be accommodated within the terms of the contract. Should any MI change be considered outside of the system's scope and require in excess of 1 working day of additional work from the Supplier, a reasonable and agreeable charge will be mutually agreed. Any changes will be subject to consultation with the supplier.
16. The Supplier shall provide information to the Contracting Authority or its appointed representative to enable it to reply to Parliamentary Questions, Public Inquiries, FOI requests, Treat Official correspondence or any other similar requirement in timescales that will be notified by the Contracting Authority or its appointed representative. Any requests received by the supplier under DPA, GDPR or similar regulations that relate to the Contracting Authority business must be referred to the Authority before responding.

## **Invoices**

17. The Supplier shall provide an invoice every quarter, by the 7<sup>th</sup> of the first month of the next quarter, along with the Spreadsheet of Claims with accurate and complete data as per Schedule 2.
18. The Contracting Authority reserves the right to reject the invoice if the Supplier provides inaccurate or incomplete data in the Spreadsheet of Claims (applicable in circumstances where data has been previously provided to the Supplier but has not been captured on the spreadsheet or if the data is within the Supplier's control).

## **D. REVIEW MEETINGS**

19. The Supplier's representative (a senior official at Director Level) shall attend monthly contract review meetings (by telephone) with the Contracting Authority's appointed representatives to consider the progress of the Supplier's work under the contract.
20. The Supplier and the Contracting Authority and/or their appointed representatives shall alternately host and facilitate performance review meetings every three months, or more frequently if required, to consider the progress of the Supplier's work under the contract.

## **E. COMPLAINTS HANDLING PROCESS**

21. All formal complaints shall be acknowledged in writing within two working days of receipt and processed in accordance with directions given by the Contracting Authority. Directions will be given on a case by case basis depending on the nature of the complaint raised.
22. A final or interim written response shall be given within five working days.
23. If a complaint is unresolved, an appeal can be submitted and a final or interim written response shall be given within a further five working days.

24. Serious complaints or breaches of contract shall be referred to HMPPS NLT by the RLT at the same time as the complaint is submitted to the Supplier or by the Supplier when such a complaint or breach has arisen.

25. The Complaints process can be found at Annex D.

## **F. AUDIT**

20. The Contracting Authority and/or their appointed representatives will undertake annual audits of the Supplier's performance of the contract in order to ensure that the requirements of the Statement of Requirements are being adequately met.

21. The Supplier shall provide unhindered right of access by the Designated Officer and/or his appointed representatives during normal business hours, subject to prior notice, to all relevant case files and data collected in relation to the Contract.

22. The Supplier shall comply with the recommendations resulting from such audit, unless agreed otherwise by the Contracting Authority.

23. The Contracting Authority reserves the right to undertake additional audits, as it deems necessary, subject to a minimum of 24 hours' notice to the Supplier.

24. The Supplier shall raise case law queries with HMPPS (National Litigation Team) when required, in order to inform the management of claims.

**SIGNED** for and on behalf of  
the Secretary of State for  
Justice

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of  
the TopMark Claims  
Management/Davies Group  
Ltd

Signature:

Name (block capitals):

Position:

Date:



## SCHEDULE 1 – THE SERVICES

### Scope of Services

1. The Supplier shall handle all pre-action private law claims (employer's liability, third party motor, uninsured loss recovery, public liability, property damage/loss) **except** for the types of claims outlined by the Contracting Authority in the Complex Claims Criteria which can be found in C. This may be subject to change in response to the legal climate or changing Authority priorities which cannot be predicted.

1.1 The Contracting Authority will confirm with the Supplier certain types of claims that should not be handled by a Claims Handler. These should be identified at the outset of a claim where possible (hard exemptions) and will not be charged for by the Claims Handler. There are instances where claims will need the scrutiny of the HMPPS case worker to decide if claims are to be handled by the Contracting Authority or the Claims Handler. These are referred to as soft exemptions. Claims should be transferred to GLD swiftly upon receipt of instruction from the Contracting Authority. All relevant documentation and communications relating to the claim should be transferred alongside a transfer report with details on the management of the claim to date. This should include all necessary information in a clearly communicated format to allow GLD to easily continue to manage the claim. There may also be instances where GLD need further information once the Supplier have relinquished the claim. The Supplier is expected to continue to engage with GLD on these occasions to ensure that the claim is managed effectively.

2. The Supplier shall notify in writing to the Contracting Authority or its appointed representative as soon as reasonably practical a claim which raises new legal issues, is likely to attract media attention or is worth in excess of £30,000, or if such a matter arises in the course of their handling of the matter.

### Process

3. The Supplier shall handle all claims in accordance with the process maps and criteria provided by the Contracting Authority and its authorised representative. A copy of the process maps and criteria, which can be amended from time to time by the Authority and its authorised representatives, can be found in annexes at the end of this document.

### Standards of Service

4. The Supplier shall provide the services under the contract in accordance with the following standards of service:
  - 4.1. all claims shall be handled in accordance with the Civil Procedures Rules issued by the Lord Chancellor's Department in England and Wales, or as expeditiously as possible in Scotland and Northern Ireland
  - 4.2. all claimants shall receive prompt, courteous and helpful attention by appropriately trained staff, and
  - 4.3. all written communications from the Supplier shall be clear, courteous, helpful and timely, and identify the appropriate employee to contact in the event of a query, and include all necessary information required to be able to respond effectively.

- 4.4. All communications with stakeholders on HMPPS related work should be clear, courteous, helpful and timely and reflect the HMPPS values in stakeholder engagement.
5. The Supplier shall not deviate from instructions provided by the Contracting Authority, in particular on issues of liability and settlement of compensation and costs. For HMPPS cases the Supplier must notify the National Litigation Team (NLT) in the event that any instruction from an RLT or Prison Service client be contrary to any arrangements or understanding that the Supplier has with the Contracting Authority.
6. The Supplier shall not send unredacted and/or sensitive documents to any party outside the Contracting Authority or the Supplier. Any events of potential information loss or compromise, as defined in the HMPPS Information Security Policy Framework and any subsequent revisions), shall be reported in accordance with the process set out in that policy. A data compromise is qualified as any circumstance or events that have occurred where sensitive or personal data loss is considered to have been highly likely to have occurred.

### Service Levels

7. The Supplier will handle all claims within the following time frames and service level targets:

Service	Service Description	Service Level Target
1.	<b>All/general correspondence</b>	Date stamp all incoming correspondence upon receipt and unless otherwise stated issue a response <b>within 5 working days</b> .
2.	<b>CNF received via the Claims Portal</b>	The Supplier must acknowledge receipt of the Claim Notification Form (CNF) on the Contracting Authority Portal within 1 working day.
3.	<b>Notification of new claim, initial prognosis and request for relevant documents</b>	<b>Within 5 working days of the claim being submitted to the Supplier through the Contracting Authority Portal</b> , the CNF should be sent to the relevant Contracting Authority Department with an initial prognosis and request for relevant documents.  In the case of hard exemptions, claims should be sent to GLD within 2 working days of the claim being submitted to the supplier on the Contracting Authority portal.
4.	<b>Soft exemption claims decisions</b>	Should the Contracting Authority decide that the claim meets the soft exemption as per the Complex Claims Criteria (C), they must inform the Supplier within 2 weeks of receiving the CNF and prognosis from the Supplier.

5.	<b>Responding to letter of claim/CNF</b>	<p>If the letter of claim has been sent directly to the Supplier, the Supplier shall provide a written response to the claimant or their representatives <b>within 21 calendar days</b> of the date on the letter of claim in accordance with the Civil Procedure Rules.</p> <p>If the letter of claim has been sent to the Contracting Authority or the Government Legal Department and is forwarded to the Supplier more than 14 days after it was first received, the Supplier shall provide a written response to the claimant or their representatives <b>no later than seven days</b> after receipt by the Supplier.</p>
6.	<b>Request for further documents</b>	The supplier will manage all claims in accordance with an agreed escalation process developed in consultation between the Contracting Authority & Supplier. The supplier will escalate claims that are awaiting documents from the Authority in accordance with each stage of the escalation process.
7.	<b>Decision on liability</b>	The Supplier will aim to provide a decision on liability and costs <b>within 65 days</b> of the CNF being received, or before if possible, based on the documents they have received and direction from RLT's and subject to change if further documents are received.
8.	<b>Claims Communication</b>	The Supplier will appoint a dedicated claims handler per claim as the point of contact for the relevant Contracting Authority department
9.	<b>Telephone calls or fax from Contracting Authority Departments or GLD</b>	The Supplier shall acknowledge or respond to telephone calls or fax within <b>1 complete working day of receipt</b> ; unless otherwise stated.
10.	<b>Electronic correspondence from Contracting Authority Departments or GLD.</b>  <b>Correspondence from CSoL that needs onward transmission to GLD (Issued or transferred claims)</b>	<p>The Supplier shall acknowledge or respond</p> <p>(1) to general electronic correspondence within <b>5 complete working days of receipt</b> unless otherwise stated, and</p> <p>(2) <b>within 2 working days</b>, unless otherwise stated, in respect of urgent correspondence such as pertaining to any imminent legal deadlines, Parliamentary Questions, Public Inquiries, FOI requests, Treat Official correspondence or any other similar requirement.</p>
11.	<b>Hard copy correspondence from Contracting Authority Departments or GLD</b>	<p>The Supplier shall acknowledge or respond</p> <p>(1) to general correspondence within <b>5 complete working days of receipt</b> unless otherwise stated, and</p>

		(2) <b>within 2 working days</b> , unless otherwise stated, in respect of urgent correspondence such as Parliamentary Questions, Public Inquiries, FOI requests, Treat Official correspondence or any other similar requirement.
12.	<b>Pre-Action Disclosure Applications (PADs)</b>	Immediately a PAD is received or intimated, or if asked by GLD for documentation to deal with a PAD, the Supplier shall send to GLD by email <b>within 3 days or sooner if required by court dates/GLD</b> , all relevant documentation – explicitly stating that a PAD has been issued
13.	<b>Instructions to Third Parties/Experts</b>	Provide instructions to outside investigators, when necessary, within <b>10 complete working days</b> subject to satisfactory information being available to properly undertake investigation;
14.	<b>Transfer of Claim</b>	<p>Any claim plus all case papers shall be returned to the Contracting Authority or its appointed representative at the Supplier's expense if proceedings, including pre-action disclosure, are commenced or otherwise if requested <b>within 5 working days</b>.</p> <p>In the event that litigation ensues, upon receipt of claims forms the Supplier shall provide a full copy of the claim file to the appointed <b>solicitor within two working days</b>. Full cooperation shall be given to the Contracting Authority or its appointed representative so as to assist with the preparation of a defence to the action.</p>
15.	<b>Claim Reserves</b>	Assign relevant reserves to claims and review reserves at intervals of <b>no more than six months</b> .
16.	<b>Settlement of Claims</b>	<p>The Supplier, having obtained the Contracting Authority's approval of a settlement of liability and compensation and costs shall provide details of the payee to the Contracting Authority and the Contracting Authority shall arrange payment.</p> <p>At the conclusion of each settlement of liability, compensation and costs, the Supplier shall notify the Contracting Authority and copy the letter to the Contracting Authority's RLTs or NLT as required.</p>

## Overall Performance and Key Performance Indicators (KPIs)

8. The table below shows the KPIs that shall be measured and reported on by the Supplier on a quarterly basis, as part of the Quarterly Performance Report, in a format agreed with the Contracting Authority's representative.

KPI	Description	Measure/deadline	KPI Target Score
<b>Services</b>			
KPI 1	Timely notification of new claim to relevant department	<p>Number of working days taken to notify:</p> <ul style="list-style-type: none"> <li>within 5 working days of the claim being logged on the Contracting Authority Portal</li> <li>more than 5 working days of the claim being logged on the Contracting Authority Portal</li> </ul>	95% of all notifications to be made within 5 working days
KPI 2	<p>a. Timely notification of Pre-Action Disclosure Applications (PADs) and Issued claims to GLD, and</p> <p>b. Submission of documentation in a satisfactory format.</p>	<p>Number of working days taken to notify:</p> <ul style="list-style-type: none"> <li>no more than 2 working days (or sooner if required) of the day of receipt of the PAD/Issued claim</li> </ul> <p>Satisfactory format is measured by the number of times the Contracting Authority's representative has to make a request for missing documentation. The submission of documentation will be deemed unsatisfactory if a request for additional documentation or clarification is made by the Contracting Authority on more than 2 occasions.</p>	<p>If fewer than 30 PADs are received in a contract quarter, KPI 2a cannot be missed on more than 2 occasions</p> <p>If more than 30 PADs are received in a contract quarter, 90% of all notifications within each quarter to be made within 2 working days of the day of receipt of the PAD/Issued claim</p>

		<p>Files must be kept in an organized format, in an agreed order that makes sense to the Contracting Authority and Supplier.</p> <p>This is specified as</p> <ul style="list-style-type: none"> <li>Correspondence maintained in a chronological order</li> </ul> <p>Documents extracted from emails and stored separately from correspondence</p>	90% of all submissions within each quarter to be made in a satisfactory format
<b>Reports</b>			
KPI 3	<p>Monthly Management Information Report</p> <p>a. timeliness, and</p> <p>b. accuracy of data</p>	<p>Number of working days taken to submit report:</p> <ul style="list-style-type: none"> <li>within 7 days of the last day of each calendar month</li> <li>more than 7 days of the last day of each calendar month</li> </ul> <p>Accuracy of data is measured by the number of times the Contracting Authority's representative makes a request for missing information or rectification of errors. The report will be deemed inaccurate if a request is made by the Contracting Authority on more than 1 occasion in respect of a report</p>	<p>75% (3 out of 4) of reports in a 3-month period to be submitted within 7 working days of the last day of each calendar month</p> <p>75% (3 out of 4) of reports submitted in a 3-month period must be accurate</p>
KPI 4	<p>Quarterly Performance Report</p> <p>a. timeliness, and</p> <p>b. accuracy of data</p>	<p>Number of working days taken to submit report:</p> <ul style="list-style-type: none"> <li>within 7 days of the last day of each quarter</li> <li>more than 7 days of the last day of each quarter</li> </ul> <p>Accuracy of data is measured by the number of times the</p>	75% (3 out of 4) of reports in a 12-month period to be submitted within 7 working days of the last day of each quarter

		Contracting Authority's representative makes a request for missing information or rectification of errors. The report will be deemed inaccurate if a request is made by the Contracting Authority on more than 1 occasion in respect of a report	75% (3 out of 4) of reports in a 12-month period must be accurate
KPI 5	Annual Performance Report timeliness and accuracy of data	by the last day of January	100% to be submitted by deadline
<b>Invoices</b>			
KPI 6	Quarterly invoice submission  a. timeliness, and b. accuracy of data	<p>Number of working days:</p> <ul style="list-style-type: none"> <li>by the 7<sup>th</sup> of the first month of the next quarter</li> <li>after the 7<sup>th</sup> of the first month of the next quarter</li> </ul> <p>the Contracting Authority's representative makes a request for rectification of errors/missing information on more than 1 occasion in respect of a report</p>	<p>75% (3 out of 4) of invoices in a 12-month period must be submitted by the agreed date</p> <p>75% (3 out of 4) of invoices in a 12-month period must be accurate</p>
<b>Complaints Handling</b>			
KPI 7	Timely acknowledgement and satisfactory	<p>Number of working days taken to give final or interim response:</p> <ul style="list-style-type: none"> <li>within 5 working days</li> </ul> <p>If appeals or unresolved complaints, then, number of days taken to give final or interim:</p> <p>within a further 5 working days</p> <p>Where 3 or more complaints are received per contract</p>	<p>If fewer than 20 complaints are received in a contract quarter, KPI 7 must not be missed on more than 1 occasion</p> <p>If more than 20 complaints are made per contract quarter, 90% of complaints in each respective quarter received to be dealt with within the relevant deadline</p>

		quarter with a recurring theme a joint Supplier/Contracting Authority analysis will be undertaken to identify any underlying causes and initiate remedial action.	
KPI 8	Serious SLA failures	<p>No serious SLA failures (see below)</p> <p>A serious SLA failure means a significant failure in the performance of the contract and shall include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• 3 or more incidences of the Supplier failing to advise on liability within the PAP date resulting in a PAD being issued which in turn means increased or additional costs and resource for the Contracting Authority (where this failure is the sole responsibility of the supplier)</li> <li>• The Supplier acting outside of the scope of the contract or this SLA and agreeing or negotiating compensation or costs outside of the amount approved by the Contracting Authority.</li> <li>• Information, security, data loss or handling error by the Supplier and/or failure to report such events to the Contracting Authority. A data loss is qualified as any circumstance or events that have occurred where the loss of sensitive or personal data is considered to have been highly likely to have occurred. This includes if the supplier sends inadequately redacted or encrypted data to either an intended third party recipient or an unintended third party in error without</li> </ul>	No serious failures. Please see below for steps to take regarding data breaches and handling errors.



		<p>authorisation from the Contracting Authority. A data handling error is qualified as any circumstance where adequately redacted and encrypted data has been shared with a third party in error without authorisation from the Contracting Authority.</p> <p>Repeated (3 or more) instances of missing (see para 10 below) any key performance indicators by the Supplier annually as specified in the KPI tables.</p>	
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9. The Supplier shall not be deemed to have failed to meet a KPI if the Contracting Authority is satisfied that the failure was outside of the Supplier's control, for example, due to the actions or omissions of the Contracting Authority. The Supplier must notify and provide evidence to the Contracting Authority's representatives as soon as practicable, if not, before a quarterly review meeting if it seeks to rely on this mitigation, including evidence of escalations made within the Contracting Authority's agreed process.
10. If the Supplier fails to meet 3 or more KPI targets in a contract year the Supplier shall provide a performance improvement plan on the specific KPI(s) within 10 working days of notice issued by the Contracting Authority's representative. The Contracting Authority's representative shall review the performance improvement plan and provide confirmation that this is acceptable and/or suggest amendments. Missed Individual KPIs will be reviewed at the next contract meeting and remedial action agreed where appropriate.
11. The Contract Authority may from time to time conduct a Customer Satisfaction Survey to determine areas for improvement and obtain feedback from Regional Litigation Teams (RLTs), NLT and GLD in relation to the Supplier's performance.
12. Any serious SLA failures or breaches relating to information, personal data, other data loss / handling errors by the Supplier including security breaches must be investigated by the Supplier and reported to the Contracting Authority. The Supplier must inform the relevant Contracting Authority representatives immediately after such an event is discovered and follow an internal action plan agreed with the Contracting Authority.
13. The Supplier will not be held responsible for any (potential) data breach that occurs prior to the Supplier being in receipt of the data from the Contracting Authority. However, once the Supplier is in receipt of the data, they are responsible for having appropriate processes in place to ensure the data is distributed in a secure manner, to the intended recipient/s.
14. The Supplier shall produce an Incident Report and send it to the relevant Contracting Authority representatives.

15. The Incident Report must be provided as soon as practicable or within 5 days of the incident occurring. The report must contain the following information and steps that must be taken by the Supplier:
- 15.1. numbers and status of individuals affected
  - 15.2. type of data compromised
  - 15.3. circumstances of the incident
  - 15.4. full assessment of the possible risks arising, covering risks to data subjects, the public, Ministry of Justice or government operations and reputation
  - 15.5. Remedial action undertaken, both immediate and planned
  - 15.6. the risk of additional loss from a vulnerability being further exploited, and
  - 15.7. media and communications issues.
16. Serious SLA failures should not be confused for material breaches of contract which are outlined in the core terms of the contract.

## **SCHEDULE 2 - INVOICES**

The Supplier shall provide quarterly invoices which must include the following supporting information for all claims over the last 3 months:

1. Costs Overview
  - Period invoice covers
  - Costs broken down by Public Liability, Employers Liability and Motor Claims
  - VAT Registration No.
  - MoJ Cost Centre
  - Topmark Bank details
2. Spreadsheet of HMPPS Motor
  - Client Registration
  - Client Driver
  - Date of Loss
  - Date Notified
  - Region
  - Cost Code
  - Prison
  - Fee
  - Status of Claim
  - Closed Date
  - Open or Closed
  - Claim ID
  - HMPPS
3. Spreadsheet of HMPPS Liability to include:
  - Class of Claim (EL, PL)
  - Client Ref
  - Rivo Reference
  - Date of Loss
  - Date Notified
  - Region
  - Cost Centre
  - Loss Location
  - Claimant
  - Type of Claimant
  - Type of Claim
  - Own Fee
  - Open or Closed
  - Closed Date
  - Claim ID

## HMPPS Escalation Route for Topmark – SLA Service Level 6 – Decision on Liability July 2020

Non- Adherence: Topmark are not able to respond to claims that fall under the 90 Day pre-action protocol deadlines by Day 75

### Step 1 – Up to Day 75 (or 15 days before the PAP deadline)

Topmark to exhaust internal claims management processes.



### Step 2 – At day 75 (or 15 days before the PAP deadline)

Topmark to contact NLT if a claim reaches Day 75 (or 15 days before the PAP deadline) where they are awaiting action from HMPPS and a PAD is therefore likely. The email is to be marked as 'For Info' if the RLT has been engaging, and 'For Action' if there has been no response from the RLT. NLT will escalate to the B10s when required.\*

Topmark to complete the below checklist for each Day 75 escalation and include all necessary evidence. The email must be sent directly to the regional functional mailbox and the regional manager, with NLT contacts cc'd in.

<i>Rivo Reference No.</i>	
<i>Present Day of Claim</i>	
<i>Has a response been received from RLT?</i>	
<i>Last date of comms from RLT (please attach)</i>	
<i>PAP Date</i>	
<i>Documents/Information still required</i>	

*\*For NPS claims, Beverley Warren must be the point of contact for escalations in place of the regional manager – Redacted*



### Step 3 – Day 85 (or 5 days prior to the PAP expiry date)

Topmark to contact NLT if a claim reaches Day 85 (or 5 days prior to the PAP deadline) where they are awaiting action from HMPPS and a PAD is therefore imminent. The email is to be marked as 'For Info' if the RLT has been engaging, and 'For Action' if there has been no response from the RLT. NLT will escalate to the B10s when required.\*

Topmark to complete the above checklist for each Day 85 (or 5 days prior to the PAP expiry date) escalation and include all necessary evidence. The email must be sent directly to the regional functional mailbox and the regional manager, with NLT contacts cc'd in.

Other information required at Day 85 includes:

- Have there has been further communications with the RLT?
- Has an extension been requested? If so, was this agreed?
- Has a PAD been issued?

#### Annex A: Prisons by PSP areas

<b>Jason Sunley</b>	<b>Ian Oakes</b>	<b>Carolyn Lund</b>
Bedford (East)	Askham Grange (Y&H)	Aylesbury (LTHSE)
Blantyre House (KSS)	Birmingham (WM)	Belmarsh (LTHSE)
Bristol (SW)	Brinsford (WM)	Frankland (LTHSE)
Brixton (GL)	Buckley Hall (NW)	Full Sutton (LTHSE)
Bullingdon (SC)	Deerbolt (NW)	Garth (LTHSE)
Bure (East)	Drake Hall (WM)	Gartree (LTHSE)
Canterbury (KSS)	Durham (NW)	Isle of Wight (LTHSE)
Channings Wood (SW)	Featherstone (WM)	Long Lartin (LTHSE)
Chelmsford (East)	Foston Hall (N&EM)	Manchester (LTHSE)
Coldingley (KSS)	Glen Parva (N&EM)	Swaleside (LTHSE)
Cookham Wood (KSS)	Hatfield (Y&H)	Wakefield (LTHSE)
Dartmoor (SW)	Haverigg (NW)	Whitemoor (LTHSE)
Dover (KSS)	Hewell (WM)	Woodhill (LTHSE)
Downview (GL)	Hindley (NW)	
East Sutton Park (KSS)	Holme House (NW)	<b>Wales (via Ian Oakes)</b>
Eastwood Park (SW)	Hull (Y&H)	Berwyn (Wales)
Elmley (KSS)	Humber (Y&H)	Cardiff (Wales)
Erlestone (SC)	Kennett (NW)	NPS PI Claims (Wales)
Exeter (SW)	Kirkham (NW)	Prescoed (Wales)
Feltham (GL)	Kirklevington (NW)	Swansea (Wales)
Ford (KSS)	L&D/NTRG (NW)	Usk (Wales)
Grendon (SC)	Lancaster Farms (NW)	
Guys Marsh (SW)	Leeds (Y&H)	
Haslar (SC)	Leicester (N&EM)	
High Down (GL)	Lincoln (N&EM)	
Highpoint (East)	Lindholme (Y&H)	
Hollesley Bay (East)	Liverpool (NW)	
Holloway (GL)	Low Newton (Y&H)	
Huntercombe (SC)	Moorland (Y&H)	
Isis (GL)	Morton Hall (N&EM)	
Kingston (SC)	New Hall (Y&H)	
Lewes (KSS)	North Sea Camp (N&EM)	
Leyhill (SW)	Nottingham (N&EM)	
Littlehey (East)	Olney (N&EM)	
Maidstone (KSS)	Preston (NW)	
Norwich (East)	Ranby (N&EM)	
Pentonville (GL)	Risley (NW)	
Portland (SW)	Stafford (WM)	
Reading (SC)	Stocken (N&EM)	
Rochester (KSS)	Stoke Heath (WM)	
Send (GL)	Styal (NW)	
Springhill (SC)	Sudbury (N&EM)	
Standford Hill (KSS)	Swinfen Hall (WM)	
The Mount (East)	Thorn Cross (NW)	
The Verne (SW)	Wealstun (Y&H)	
Wandsworth (GL)	Werrington (WM)	
Warren Hill (East)	Wetherby (Y&H)	
Wayland (East)	Whatton (N&EM)	
Winchester (SC)	Wymott (NW)	
Wormwood Scrubs (GL)		

## **Regional Managers Contact Details**

**Redacted**

\*Please note that LTHSE have individual FMBs for their establishments. This FMB email address should be used for contacting Sarah McCracken directly.

## **Annex B**

### **TM Diary management flowchart to be included**

1. New claim taken off portal and sent to Region with document request and initial prognosis within 5 days of being uploaded, details of the portal timescales for a liability decision to be made will be detailed in the Day 1 email to the Region.
2. Where the CNF is not available on Day 1, TM will contact the solicitors to request the claim be submitted on the portal. Once submitted this will be sent to the region with details of the PAP date, and the liability deadline dates provided.
3. When documents are received, these will be reviewed within 5 days of receipt and liability decision provided to region where possible
4. Where documents are partially provided a chaser will be sent to the region on day 50 of the claim with details of remains outstanding. The escalation process will be implemented at day 50 but reminder issued to chase outstanding docs at relevant time (depending on timescales and what is outstanding)  
ma
5. Where documents are received between day 50 and day 75 a liability decision will be provided within 5 days of receiving the documents
6. If further information or clarification is requested this is generally chased on day 50 or 75, however there will be occasions where a shorter diary reminder will be set
7. Where documents and information are provided after day 75 but before day 85, these will be treated as urgent and reviewed within 2 days of receipt with liability advice sent back to the region
8. On Day 88/prior to day 90 of the claim TM handler will contact the solicitors to request an extension of the PAP

#### **In respect of medical reports:**

1. The medical report and our guidance on the settlement figure, along with relevant case law and JC guidelines brackets where possible, will be sent within 5 days of receipt of the evidence unless urgent, in which case we will endeavour to respond within 2 days
2. As there are only 21 days allowed to respond on the offer, a chaser will be sent 1 week after the initial email to the region
3. The authority from the region will be actioned and an offer sent to the solicitors within 2 days of receipt

Portal deadlines:

The portal timescales are 30 days for Employers liability claims, and 40 days for Public liability claims.

The portal drop-out date will be included on our Day 1 email to the Regions

To ensure that the claim can be answered in the portal TM would provide a response on liability within 5 days of receiving the documents where the claim is still within these timescales.

The onus would then be on the region/governors to ensure that authority to admit/deny was provided in a timely manner.



## Criteria for sifting private law claims

### Criteria for sending pre-action claims to Claims Handlers

Claims Handlers will handle pre-action private law claims arising from employer's liability, public liability, lost property (all managed by RLT/NLT) and damage to motor vehicles (managed locally).

The presumption should be that all pre-action private law claims may be sent to the Claims Handlers except the following types of claim which should be sent to GLD:

- Those which may bring reputational risk to the MoJ, specifically, but not limited to :
  - claims which involve high profile offenders where high profile is normally defined as being with the National Press in the last 5 years (please note this may be the claimant or another individual connected to the claim)
  - claims which challenge national policy or raise cross cutting issues for HM Govt;
  - where the offence(s) of the claimant are deemed to be of high public interest at the time of claim (e.g. terrorism)
- Those which bring greater financial risk to the MoJ, specifically but not limited to:
  - claims which are likely to attract an award of damages in excess of £30,000 (this includes damages, special damages and Compensation Recovery Unit liabilities);
  - where emerging trends in claims have been identified collectively by all stakeholders involved and a corporate approach is required which should be handled by GLD; or
  - where the claim forms part of a Group action (a number of Claimants raising the same issue or incident, to be identified collectively by all stakeholders involved)
- Complex claims, specifically claims which:
  - involve defendants other than the MoJ;
  - are made by serial litigants or those subject to a Civil Restraint Order (where 3 or more claims have been received in the last 12 months);
  - involve suspected fraudulent activity from staff (it is expected that most potentially fraudulent claims from prisoners can be handled by the Claims Handler)
  - include Court involvement (e.g. Pre-Action Disclosure, or Part 8 Hearings)
  - Save for those cases raising matters without apparent legal basis or merit or which might properly be the subject of an internal complaint, the following specific hard exemption categories of work should be sent to GLD:
    - Death in Custody matters (managed by the Safer Custody team);
    - Industrial disease/exposure;
    - Equalities;
    - HRA, misfeasance or malfeasance claims;
    - Breaches to DPA/GDPR legislation;
    - Full search related claims or claims which raise matters of sexual impropriety on the part of staff
    - Medical Negligence and/ or delay in providing access to medical treatment;
    - Stress claims from staff
    - Rule 39 claims
    - Unlawful detention claims that involve recalls to prison

It is anticipated that there will be some instances where the Claims Handlers may initially manage the claim, but may need to pass this to GLD during the life of the claim (soft exemptions). When a claim is passed to GLD, the case worker must provide a detailed explanation of why the claim can no longer be managed by the Claims Handlers.

For information on the process for passing a claim from the Claims Handlers to GLD, please see the Caseworker Guidance document.

**Claims Handler Complaints process**

Redacted