
The Post Office Scandal

Lessons for Insurers : the ingredients of good decision making

Gary Oldroyd

3 July 2024

**Browne
Jacobson**

The Post Office Inquiry

“There were so many forks in the road but you always took the wrong path, didn't you?”

- Seven examples of poor decision making in a Post Office Scandal context and the causes of that poor decision making

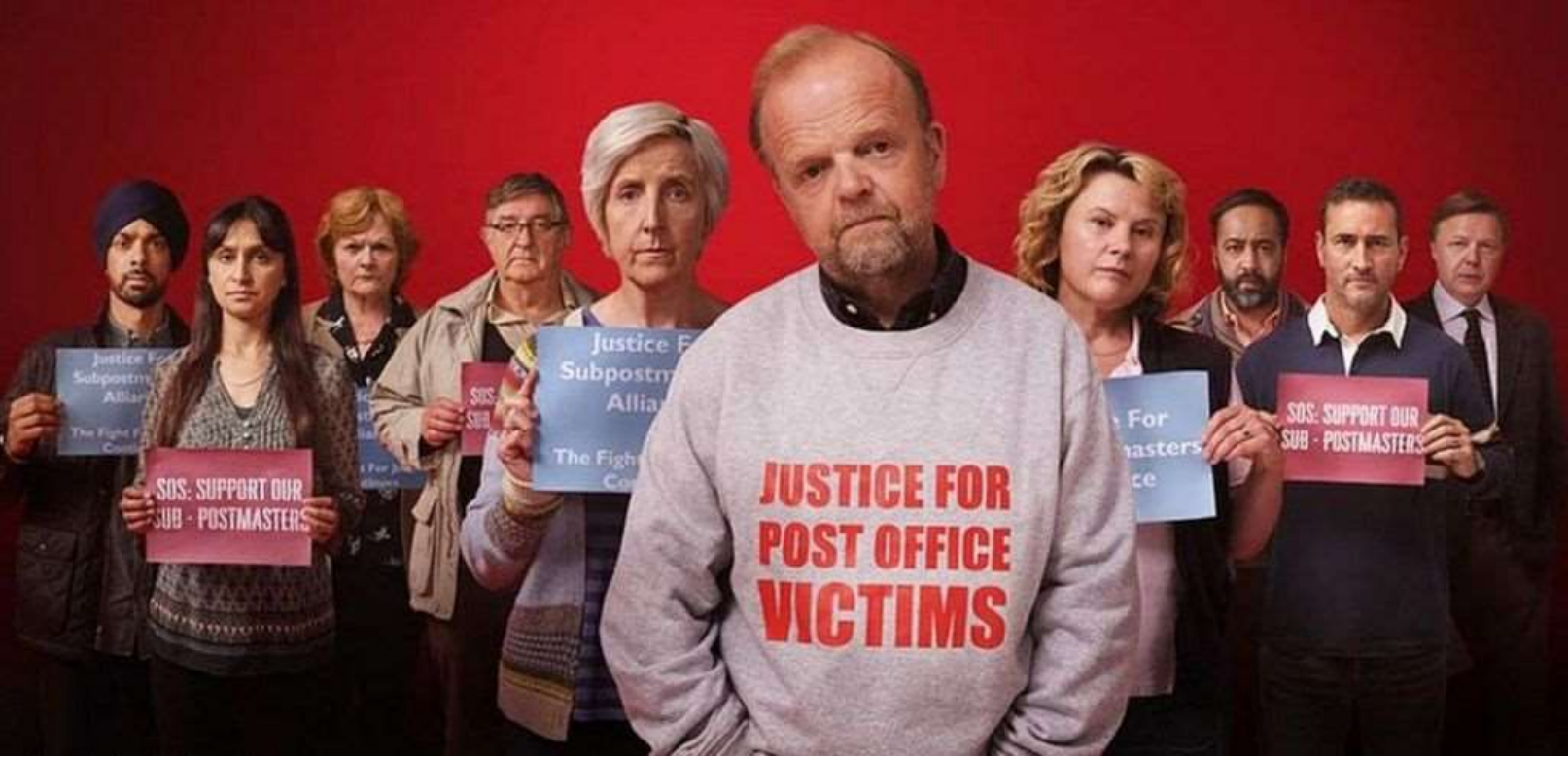
And drawing on that:

- Seven ingredients that are essential to allow insurers to make good decisions?

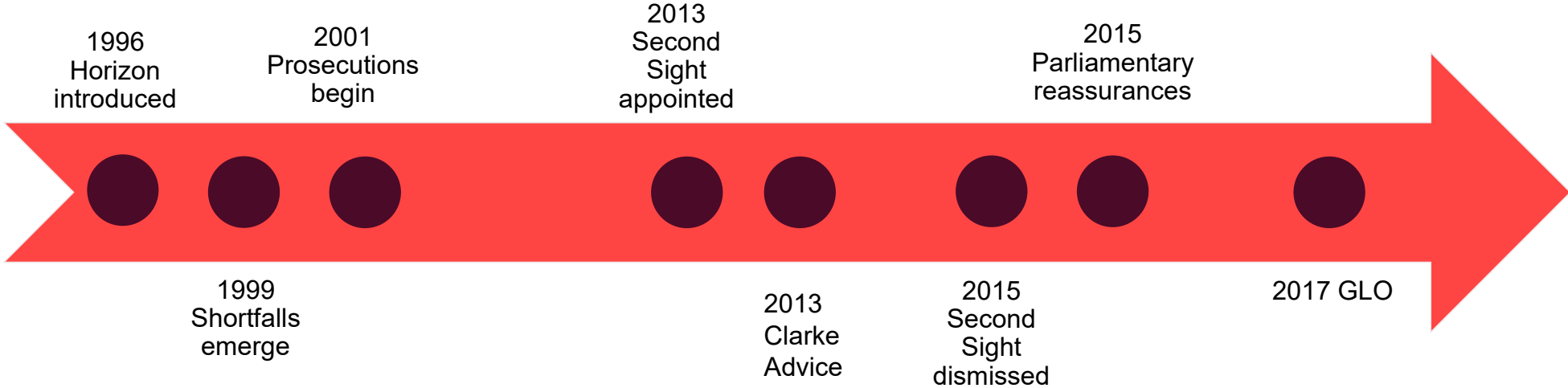
The origins of the Post Office Scandal



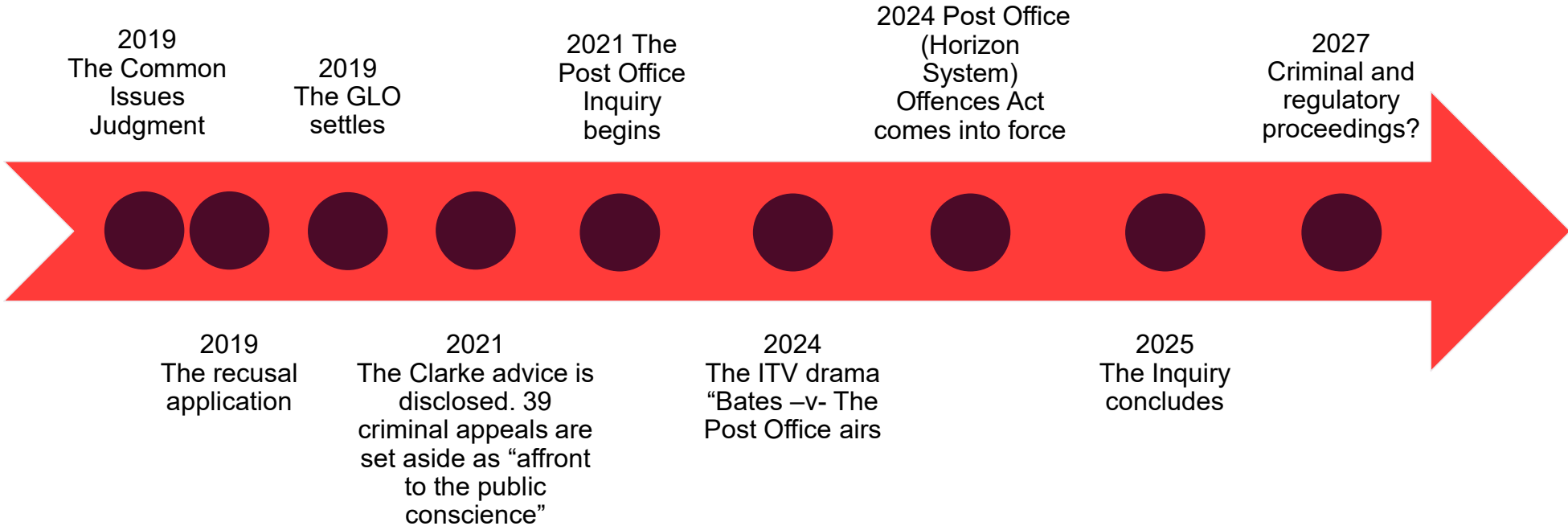
What is the Post Office Scandal?



The timeline – the clouds gather



The timeline – the clouds break



The lessons for insurers

The ingredients of good decision making



Beware groupthink



“We think he has been really diligent in getting his positioning right and has adjusted really well”

The recusal application: groupthink in action?

- *“The Order was made by Coulson LJ former head of the TCC and Fraser is of course the current head of the TCC ... it makes us question whether he lined up/had spoken to Coulson in advance.”*
- *“Yes, it looks very much like this is what Mr Justice Fraser set up in advance with his mate the former of the TCC unless you believe in coincidences. This is very bad news”*
- *“We share the concerns .. It looks as if Fraser J has been speaking to the listing office or even to Coulson LJ. Otherwise, it would be a remarkable coincidence that of all the LJs presented with the papers they ended up by chance in front of the former TCC Judge although this is not a TCC case”*

Be brand aware



“Given the potential media element, please can we line up a specialist media lawyer in case we need urgent advice this evening?”

Ethics first



“[The GC] was possibly more loyal to her professional conduct requirements and put her integrity as a lawyer above the interests of the business”

“Was this then a misunderstanding between you and the keyboard you were typing on?”

Be open to challenge



“[the CEO] is unable to work with personalities that provide robust challenge to her”.

T-CUP



=



≠



Balance automation bias vs human fallibility



Respect the opponent

“[Post Office should] start attacking the postmasters credibility...as the liars and criminals that they are”



Respect the opponent

“At the time, although we did not know, my daughter Milie was being bullied. She had been spat on in the school bus in her hair. Milie had long curly hair. She had been assaulted in the school toilets. My son Cameron had been pushed from his bike. My Wife Lisa’s anxiety was increasing by the day. I just wanted to curl up and die. If I had been a braver man I probably would have taken my own life. Thankfully, I now know that I will never be that brave. I never realised it could be so personal and engulfing before then – it consumed every aspect of my life. But I had to fight them.”

“See you in court then, Fetters Lane is where they used to hang people out to dry. I don’t suppose that type of thing happens any more though. That Castleton is a nasty chap and will be out to rubbish the [Fujitsu] name, it’s up to you to maintain absolute strength and integrity no matter what the prosecution will throw at you. WE will all be behind you hoping you come through unscathed. Bless You.”

BEWARE GROUPTHINK

BE BRAND AWARE

ETHICS FIRST

THINK CLEARLY UNDER PRESSURE

BALANCE AUTOMATION BIAS vs HUMAN FALLIBILITY

BE OPEN TO CHALLENGE

RESPECT THE OPPONENT



Thank you

brownejacobson.com
+44 (0)370 270 6000

**Browne
Jacobson**

To view our office locations visit [brownejacobson.com/contact-us](https://www.brownejacobson.com/contact-us)

Browne Jacobson is the brand name under which Browne Jacobson LLP and Browne Jacobson Ireland LLP provide legal and other services to clients. The use of the name "Browne Jacobson" and words or phrases such as "firm" is for convenience only and does not imply that such entities are in partnership together or accept responsibility for acts or omissions of each other. Legal responsibility for the provision of services to clients is defined in engagement terms entered into between clients and the relevant Browne Jacobson entity. Unless the explicit agreement of both Browne Jacobson LLP and Browne Jacobson Ireland LLP has been obtained, neither Browne Jacobson entity is responsible for the acts or omissions of, nor has any authority to obligate or otherwise bind, the other entity.