

Corrections of decisions

[1991/48](#) *Section 28ZD of the Child Support Act 1991*

[1991/2628](#) *Article 28ZD of the Child Support (Northern Ireland) Order 1991*

[2012/2677](#) *Regulation 27A of the Child Support Maintenance Calculation Regulations 2012*

[2012/2677](#) *Regulation 27A of the Child Support Maintenance Calculation Regulations (Northern Ireland) 2012*

Background

Since 23rd March 2015 Corrections can be applied to decisions relating to the MC where an accidental error is identified in the following situation:

- a decision has been made relating to the MC
- a challenge to that has been raised by a customer
- that challenge is raised 'within time' i.e 30 + 2 days from the date the decision was notified, and
- the only issue is that the challenge has identified a single accidental error made by the Secretary of State

In other situations, the challenge will be dealt with either by a simple refusal, a [revision](#) instigated by the S of S, or a [mandatory reconsideration](#) (client-instigated revision). See [flow chart](#).

A correction is intended to redress simple accidental errors identified by the customer where the alternative would be the use of a [mandatory reconsideration](#) and result in clients then being able to appeal.

What is an accidental error?

An accidental error is the legislative term used to describe an error in transcription or similar, made by a decision maker where the correct information is known at the time the error occurred. In other words, the true facts are known but incorrect information has been input.

As an example, a non-resident parent's income is found to be £290.00 per week but, when inputting that into the system (for an MC to be calculated), it is input as £920.00, in error. The same would be true if the decimal point were placed elsewhere, in error (e.g. £2.90, £29.00 or £2900.00).

In such situations, the income that should be being used is **known**. However, because an **accidental error** has occurred, an incorrect value has ended up being used by mistake.

How is a correction different from a client-driven revision?

A correction allows for decisions to be put right when the customer alerts us to an accidental error without the need to consider a mandatory reconsideration (revision). This is most easily explained with two examples:

E.g. 1 – Revision, Secretary of State (own initiative)

- non-resident parent income determined as £290.00 per week
- decision made using £920.00 in error, notified to parties
- caseworker subsequently notices the accidental error in the maintenance calculation
- decision is revised, new notification issued to parties

E.g. 2 – Correction (single accidental error in calculation)

- non-resident parent income determined as £290.00 per week
- decision made using £920.00 in error, notified to parties
- non-resident parent contacts us “in time” to point out the accidental error in the level of their income (which can immediately be seen when the decision is looked at)
- decision is **corrected**, new notification issued to parties;

No (active) right of appeal is to be provided in either scenario above. In the second example though, if that had been treated as a client-driven revision request (i.e. under a mandatory reconsideration), both clients would have subsequently been able to appeal.

The new power does not alter the fact that all liability decisions carry an *underlying right of appeal*; it merely avoids that right becoming “*active*” unnecessarily.

When should a decision be revised, rather than corrected?

If a client contacts us to advise that there is a **single accidental error** in a maintenance calculation, and does that “**in time**”, the error should be **corrected** and notifications of the (corrected) decision issued to all parties.

Note: “In time” means within 32 days (30+2) of the date on the notification of the maintenance calculation decision.

Multiple accidental errors reported by customer ‘in time’

If the client raises more than one accidental error, or any other issue(s) in addition to a single accidental error, a [Mandatory Reconsideration](#) (revision) will be required (either a full check or, if appropriate, the “outside formula” approach).

Note: As part of that Mandatory Reconsideration action, any accidental errors should be put right (revised), regardless of the further issue(s) raised by the client.

Accidental error(s) reported by client “out of time”

Where a client contacts us “out of time” to notify there is an accidental error, or accidental errors, in a decision, that decision should be revised (Secretary of State “own initiative”), not corrected. It does not matter if the client provides “good reason” for any delay in making contact either, as the outcome is the same: the decision will be put right with no (active) appeal rights being provided.

Accidental error(s) and additional issues reported by client “out of time”

The accidental errors should be dealt with as per the previous section, and the additional issues should be dealt with separately as per normal procedures (see [revision](#)).

Notifications, mandatory reconsiderations and appeals

Where a correction is made, the customers must both be notified in writing. The effect of this notification will be to extend the period for a [mandatory reconsideration](#) to 30 days plus two days following the date the correction notification is issued.

If a challenge is raised within this timescale then normal procedures for [mandatory reconsiderations](#) and subsequent [appeal](#) rights will apply

If there is any doubt as to how to proceed, please contact the [Advice & Guidance Team](#).