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# An investigation of CSA Maintenance Direct Payments: Qualitative study

Alice Bell, Anne Kazimirski, Ivana La Valle

A report of research carried out by the National Centre for Social Research on behalf of the Department for Work and Pensions

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# Summary

The report presents findings from a qualitative study exploring the views and experiences of parents paying or receiving child maintenance as clients of the Child Support Agency (CSA). Child maintenance can be paid in two ways: the Collection Service (CS), where payments are processed by the CSA; or Maintenance Direct (MD), where the non-resident parent makes payments to the parent with care directly<sup>1</sup>. The main aims of the study are to understand the influences that shape decisions to use MD, the factors that facilitate or hinder the use of this payment method and what could be done to motivate a greater proportion of CSA clients to opt for MD. The research was carried out in 2005 for the Department for Work and Pensions (DWP) by the *National Centre for Social Research* (NatCen).

The study involved 60 interviews with parents, 38 of whom were part of a 'matched pair' (i.e. where both the parent with care and the non-resident parent from the same case were interviewed). The sample reflected the research population's diversity in terms of sex; geographical location; payment method; level of maintenance and timing of CSA assessment<sup>2</sup>.

## Key findings

The following key findings are set out in the remainder of this summary:

- The report identifies four key influences on parents' attitudes to MD: contact and relationships; experiences of 'flexible' financial arrangements; views and experiences of the CSA; and awareness and perceptions of payment methods.

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<sup>1</sup> The terms 'non-resident parent' and 'father,' and 'parent with care' and 'mother', are used interchangeably, as, with one exception, all parents who were paying or expected to pay child maintenance were fathers, and all those who received it were mothers.

<sup>2</sup> Parents receiving state benefits are not covered by the scope of this summary, as the CSA do not seek to promote MD to this group. However, particular issues applying to these parents are explored in the full report.

- The key elements of a promotional strategy for MD should be: emphasising its straightforwardness; highlighting its 'flexibility'; conveying its 'symbolic' benefits (independence, privacy, trust); persuading parents of the minimal need for involvement with their ex-partner; and reassuring them about the kinds of support available to MD clients if things go wrong.
- Different elements of this strategy will prove more effective for different groups of parents: MD will be more difficult to promote to parents with care, and to parents who lack trust in their ex-partners.
- Some parents would like to discuss payment options in a face-to-face meeting; the use of plain language in written communications was also emphasised.
- It may be more appropriate to promote MD to some parents some time after their initial contact with the CSA, once the parental relationship has had time to improve.
- Broadening the CSA service to cover various forms of pastoral support, such as mediation and counselling could play an important part in expanding the market for MD.
- The notion of adopting an Australian-style mandatory transfer system onto MD raises some serious questions, focusing on the reliability of predictions of future compliance under direct payment arrangements.

## Influencing factors

The report identifies four key influences on parents' dispositions towards or away from using MD:

### Contact and relationships

- Typically, parents viewed MD as implying closer involvement with their ex-partners, contrasting the '*private*' nature of direct payment with the intermediary or '*buffer*' role the CSA played for CS clients. Parents who had difficult relationships with their ex-partners, especially where there was a history of disputes over money, tended to have reservations about using MD.
- Links between issues of money and contact with children were close and complex. Some parents with care were nervous of using MD because they felt it would enable their ex-partners to use their maintenance payments as a 'bargaining tool' in negotiations over contact. Conversely, some non-resident parents were attracted to MD for the protection it could offer them from non-negotiated changes to contact arrangements.
- Some parents had deliberately chosen to use MD so that they could set their own payment level, lower than that recommended by the CSA. Non-resident parents whose ex-partners were prepared to agree to a lower payment level had a clear financial incentive to use MD. The motivation of parents with care here was more subtle, with evidence that some were prepared to make a 'financial

sacrifice' in order to maintain good relations within the family (although these cases were not typical).

### **Experience of 'flexible' financial arrangements**

- 'Flexibility' – defined as scope for varying the level, timing and frequency of maintenance payments – was a key concept associated with MD. While non-resident parents tended to take a positive view of this, parents with care were typically much more negative, emphasising the vital importance of regularity and predictability of payment.
- Short-term flexibility was a particular issue for some non-resident parents, who argued that the system should allow for their payment level to be decreased temporarily, e.g. during a holiday when they looked after the children more than usual.
- The flexibility associated with MD could prove especially attractive to fathers keen to get more involved in decisions about how the maintenance is spent, or who seek to negotiate a balance between money paid to the ex-partner and money or items given directly to children. In contrast, parents who experienced difficulties with direct payment arrangements prior to their involvement with the CSA (e.g. because an ex-partner did not stick to an agreement) may shy away from the idea of returning to a payment method that they see as allowing more room for negotiation.

### **Views and experiences of the CSA**

- Some fathers had principled objections to the CSA's involvement in what they considered to be private family matters; positive experiences of the CSA were unlikely to do much to change this. Other parents viewed the CSA's involvement more positively, as setting things on a more formal, '*legal*' footing, or providing third party intervention, which they saw as helping to alleviate tensions within the family.
- Some parents had experienced a range of problems with the CSA, including missing or delayed payments, administrative difficulties and poor customer service. Fathers as well as mothers in this situation had weighed up these negative aspects of the CSA's involvement against the perceived risks of moving onto MD, in order to make a decision about which payment method to use. Some parents who had concerns about MD decided to remain on CS, on the grounds that they were not sure what '*back-up*' was available to MD clients if things went wrong, e.g. if a parent defaulted on payment, or falsely alleged that payment had not been made.

### **Awareness and perceptions of payment methods**

- Parents' accounts seem to suggest a somewhat patchy approach to the promotion of MD. Some had not heard of it, while others were misinformed or unclear about it, indicating that awareness-raising represents an important part of any promotional strategy.

- Some parents assigned considerable symbolic significance to their chosen payment method. The flexibility, directness and '*privacy*' associated with MD was seen by some parents as symbolising the '*civilised*' or '*dignified*' nature of their dealings with an ex-partner, or the parents' commitment to '*putting the children first*'.

## Selling points

Table 1 presents the four main selling points of MD according to two key dimensions: (i) whether the parent is a parent with care or a non-resident parent; and (ii) the level of trust that exists within the parental relationship.

### Key:

✓ = potential to act as a selling point for these parents

X = little or no potential to act as a selling point for these parents

? = possible potential to act as a selling point in some cases

**Table 1 Four main selling points of Maintenance Direct**

Feature of MD	High level of trust		Low level of trust	
	Parent with care	Non-resident parent	Parent with care	Non-resident parent
Scope for setting lower payment level than CSA assessment (long-term or short-term)	?	✓	?	✓
Flexibility to vary payment level/frequency/timing in accordance with ongoing negotiations	X	✓	X	✓
Straightforward, minimal CSA involvement	✓	✓	✓	✓
Symbolises independence, privacy, trust, etc.	✓	✓	?	✓

This table clearly illustrates the greater challenge involved in promoting MD to mothers.

## Sources of resistance

Table 2 summarises the potential for overcoming parents' five main sources of resistance to MD:

### Key:

✓ = not a source of resistance for these parents/could readily be overcome

X = difficult to overcome for these parents

? = possibly difficult to overcome in some cases

**Table 2 Potential for overcoming parents' five main sources of resistance to Maintenance Direct**

Feature of MD	High level of trust		Low level of trust	
	Parent with care	Non-resident parent	Parent with care	Non-resident parent
Not wanting involvement with ex-partner (over money)	?	?	X	X
Happy on CS	X	X	X	X
Perception that MD will have negative effect on compliance	✓	✓	X	?
Perception that it will be harder to recover arrears on MD	✓	✓	X	✓
Perception that it will be harder to provide proof of payment on MD	✓	✓	✓	X

This table illustrates the key role played by trust in the parental relationship. The additional challenges involved in promoting MD to parents with a low level of trust stem from the perception that there is little if any 'back-up' available to parents on MD if things go wrong.

## A strategy for promoting Maintenance Direct

The report, based on the analysis of the key selling points and sources of resistance identified above, presents a skeleton strategy for promoting MD to four key groups of parents:

### Parents with care, high level of trust

- Emphasise the straightforward nature of MD and the minimal CSA involvement.
- Emphasise the greater independence and privacy represented by MD, as well as the role it can play in symbolising trust in the ex-partner.
- Persuade them that MD does not entail a significantly greater degree of (financial) involvement with ex-partners (e.g. by emphasising the simplicity of bank-transfer arrangements).

### Non-resident parents, high level of trust

- The same three approaches as their counterpart parents with care.
- Emphasis on the 'flexibility' afforded by MD.

### Parents with care, low level of trust

- Emphasise the straightforwardness of MD and minimal CSA involvement.
- Characterise MD as symbolising independence and privacy (but not as a symbol of trust in an ex-partner).

- Reassure that the CSA will chase arrears and take action against non-compliance.

### **Non-resident parents, low level of trust**

- All the same approaches as non-resident parents with a high level of trust.
- Reassurance about the '*back-up*' available to parents on MD, primarily in terms of false allegations of non-payment.

On a more practical level, parents expressed a preference for a face-to-face meeting with both parents, a CSA representative and possibly a mediator present, to discuss payment method options. The need for plain, non-jargonistic language in written communications was emphasised.

Parents also felt that their priority, at the point of approach to the CSA, was payment level rather than method, and, therefore, that this should be dealt with first. There was also a suggestion that it might be more suitable to promote MD to some parents at a later stage, when relations had improved and settled down, and they might, therefore, be more receptive to the idea of direct payment.

## **The potential market for Maintenance Direct**

The study suggests that trust in the parental relationship plays a key role in determining the potential market for MD. The CSA could respond to this in three ways:

- accept that some parents will never be able to establish good relationships and will, therefore, choose to remain on CS;
- accept that some parents will never establish good relationships; but adapt MD to make it more attractive to these parents (e.g. by enhancing sanctions to be imposed on non-compliant fathers);
- attempt to 'convert' more parents into potential clients for MD by broadening the CSA's role to encompass the provision of pastoral support services, such as mediation and counselling.

## **The Australian model: mandatory transfer onto MD**

In Australia, families in non-exceptional circumstances<sup>3</sup>, where the non-resident parent has been fully compliant over a six-month period, are obliged to move onto Private Collect (the equivalent of MD). Could a similar model work in the UK?

The study shows that even short periods of non- or erratic payment of maintenance can have catastrophic effects for families, ranging from severe financial hardship to

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<sup>3</sup> 'Exceptional circumstances' are defined according to a range of criteria, including violence in the relationship.

psychological and emotional damage. In addition, the greater the level of 'churn' between the two payment methods as a result of non-compliance, the greater the costs for the CSA.

The report raises two key questions, which would need to be tackled in order to assess the potential acceptability of mandatory transfers onto MD:

- **What period is long enough for a reliable assessment of future compliance?** It might, for example, be difficult to predict the impact of key events (e.g. a parent re-partnering) on the basis of a six-month period.
- **Should compliance be the only criterion?** While there is clearly a relationship between past and future compliance, a number of other factors have been shown to act as predictors, such as the level and type of contact between the father and the children, as well as various aspects of the parental relationship, although some of these may be difficult to measure.

Whether or not it is ultimately decided to go down the mandatory transfer route, our findings highlight the importance of looking for new and innovative ways to encourage compliance, in order to make MD more attractive to a wider group of parents. In particular, they suggest that an expansion of the CSA service to cover various forms of pastoral support, hence improving parental relationships, has considerable potential to tackle the causes of non- and erratic payment over the longer term. Given the importance of trust and reliability for expanding the market for MD, such measures could transpire to be money well invested.



# 1 Introduction

This report presents findings from the qualitative research stage of a study exploring the views and experiences of parents paying or receiving child maintenance payments, as clients of the Child Support Agency (CSA)<sup>4</sup>. The aim of the study is to investigate the routes into the two different payment arrangements, Maintenance Direct (MD) and the Collection Service (CS), and under what circumstances MD might be suitable for clients currently using CS. The research was carried out in 2005 for the Department for Work and Pensions (DWP) by the *National Centre for Social Research* (NatCen).

This introductory chapter explains the policy background to the study (Section 1.1) and the aims and objectives of the research (Section 1.2). The design and methods of the study are described in Section 1.3, and more detail on the child maintenance system and the different payment methods is provided in Section 1.4. Section 1.5 sets out the structure of the report.

## 1.1 Policy background

### 1.1.1 The Child Support Agency

The CSA was established as an Executive Agency of the Department for Social Security (now DWP) in 1993, to operate a system of child maintenance introduced by the Child Support Act of 1991. The CSA superseded the court system of deciding maintenance, which was highly discretionary and tended to set inconsistent and unpredictable rates of child maintenance. The purpose of the new agency was to ensure that parents living apart from their children (usually fathers) maintained them when they could afford to do so. Key aims of the CSA were to increase both the number of parents receiving child maintenance and the amount of maintenance they received.

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<sup>4</sup> This is the first part of a two-stage research programme, the next stage will involve a quantitative survey of CSA clients, the results of which will be published separately.

In 1998, the Government published a Green Paper ('Children First: a new approach to child support'). This argued that, in spite of a series of incremental adjustments to the scheme in its early years, the CSA had failed to achieve its original goals, particularly to improve financial support for children.

There were several areas for concern with the system. First of all, many non-resident parents refused to pay all their child maintenance liability, many paid nothing at all, and the CSA had only limited powers to impose penalties on those who refused to co-operate. Studies of lone parents consistently showed that only around one in three families received regular child support payments (Ridge, 2005).

A further problem was that families on Income Support (IS) did not receive any child maintenance paid by non-resident parents, since their benefit was reduced by every penny of child maintenance paid. This reduced the incentive for parents with care on benefit to co-operate with the CSA. It also meant that the CSA had little impact on child poverty. Many children, hence, did not benefit from the 1991 Child Support Act, and in some cases could actually be negatively affected, as a result of the tension between parents heightened by fathers' perceptions that they were effectively paying for their ex-partner's IS (Ridge, 2005).

In addition, the formula for calculating maintenance payments was complex, prone to errors and in constant need of updating. Only about a quarter of non-resident parents and parents with care reported that they understood the basis of their CSA maintenance assessment (Wikeley et al., 2001).

As a result of the above problems, CSA's efforts had been diverted from spending sufficient time in ensuring that maintenance payments were flowing quickly and in full, with the majority of complaints over non-payment not being handled effectively (Wikeley et al., 2001).

Following a comprehensive consultation process, final proposals for reform were outlined in the July 1999 White Paper, '*A new contract for welfare: children's rights and parents' responsibilities*'. This culminated in the Child Support, Pensions and Social Security Act of July 2000, which set out the structure of the new child support scheme. Salient aims of the new scheme (to be introduced for new cases from March 2003) were to create a child support system which:

- is accessible, comprehensive and responsive to the parents involved;
- ensures that more parents pay maintenance for their children after separation;
- ensures that maintenance is flowing in a matter of weeks;
- increases the proportion of parents with care on IS who receive maintenance for their children;
- improves value for money in terms of the ratio of administration costs to maintenance flowing and savings in benefit expenditure.

The Child Support Reforms fed into the key government target of eradicating child poverty by 2020, as child poverty is more marked amongst children from lone parent

families (Ridge, 2005). Specifically, it was hoped that the Child Support reforms would *'double the proportion of parents with care on Income Support and income-based Job-Seekers' Allowance, who receive maintenance for their children to 60 per cent by March 2006'*. In addition, the reforms aim to facilitate lone parents' move into, and ability to remain in, paid work to support the Government's commitment to increase the employment rate of lone parents to 70 per cent by 2010.

### 1.1.2 Conflict over child support

The first six months of the new scheme (March to September 2003), however, saw large computer and administration problems (Ridge, 2005). There are also several aspects of the new scheme, which may lead to further problems with child support.

A new Child Maintenance Premium has been introduced, allowing parents with care on IS to keep up to £10 a week of the maintenance paid. This amount may, however, be too low to really make a difference to child poverty, and is seen as too low by parents (Atkinson and McKay, 2005). It also does not remove the tension that is caused by relating the payments made by the father for the child to payments made by the Government for the mother. It has been suggested that child maintenance should be related to Child Tax Credits rather than IS, and that the children should be the legal recipients of child maintenance payments, reflecting the Australian system (Ridge, 2005).

Another aspect of the new scheme is the number of nights the child stays with the non-resident parent which count towards reducing the maintenance payments, which is now lower. The payments are reduced by one-seventh if the child stays with the non-resident parent for 52 nights a year (one night a week – in comparison to 104 nights in the previous scheme). This is seen as a potential source of further antagonism between parents (Ridge, 2005). Parents with care may resort to resisting overnight stays with their ex-partner, as this extra time with the father may not cost the mother any less. Research suggests that in some cases, mothers may not see a reduction in their child costs until 40 to 50 per cent of time is spent with the father (Melli et al., 2000). Another source of reduction in payments is if fathers have new children or stepchildren in new families, which can lead to large reductions in payments if there are several children in the new family (Ridge, 2005).

In research completed prior to the 2003 changes, over half of parents thought that the maintenance assessment was unfair. Parents' perceptions are often in conflict with their ex-partner: only half of non-resident parents said they did not have difficulties with affording the amount paid, whereas 84 per cent of parents with care believed that the non-resident parent could easily afford the payments (Wikeley et al., 2001). Views of the assessment are very much linked to the quality of the relationships and contact between the parents as well as between the non-resident parent and the children. The likelihood of parents considering the assessment as fair increased with more contact between the non-resident parent and the child (Wikeley et al., 2001). The highly emotionally charged and complex family situations behind child support cases need to be kept in mind.

Views of the assessment in turn affect compliance, which is still a significant issue for the CSA. Research completed with CSA clients under the new scheme highlights that many parents with care do not receive the money expected, or face delays or irregular or incomplete payments, and are frustrated that the CSA cannot do more to guarantee a regular income from their ex-partner. Awareness of the sanctions that can result from non-compliance is patchy, and does not necessarily alter behaviour (Atkinson et al, 2005).

The lack of regular payments is also sometimes associated to problems with the CSA transferring the money, rather than the non-resident parent not making the payments. The CSA is still struggling with efficiency, with parents still reporting unanswered calls, and having to repeat information to different members of staff (Atkinson et al, 2005).

Faced with the difficulties outlined above, the CSA is, therefore, seen as likely to benefit from further wider reform.

### **1.1.3 CSA payment methods**

There are two types of payment methods for child maintenance. The main one is the CS, where the CSA collects the maintenance payments from the non-resident parent and then passes them on to the parent with care. The other type is MD. Under this system, the CSA's role is limited to the initial calculation of the level of maintenance, which is then paid directly by the non-resident parent to the parent with care. After this initial stage, the CSA only gets involved with the case again if requested by the parent with care or the non-resident parent, for example, because changes in their circumstances might require a new assessment or if the arrangement breaks down.

A very small proportion of CSA clients opt to pay child maintenance through MD: in 2004, only five per cent of customers in the old scheme (for pre-March 2003 cases) and nine per cent from the new one were using this method of payment. Prior to this research, very little was known about why these parents chose MD, and why a considerable number do not. Cases on MD require less administration time for the CSA than those on CS, hence a greater proportion of customers using MD would free up time for the CSA to concentrate on meeting the aims of the child maintenance system.

## **1.2 Aims of the study**

The overarching aims of the study were to understand the influences that shape decisions to use MD, what factors facilitate or hinder the use of this payment method and what could be done to motivate a greater proportion of CSA clients to opt for MD. More specific research objectives were to:

- explore parents' recall of the information they had been given on different payment methods, if any;

- explore what led parents with care and non-resident parents to using their current payment method;
- understand clients' views and attitudes towards different payment methods and what factors might be shaping these views and attitudes;
- compare the experience of parents on MD to the experience of parents on CS, in terms of compliance and views of the CSA service;
- gain a better understanding of how well MD works from the perspective of both parents with care and non-resident parents, including any issues around changes in the level of payment and compliance;
- explore if and under what circumstances MD might be suitable for clients currently using CS;
- identify better marketing strategies for promoting MD to potential users.

### 1.3 Design approach and methods

The study involved carrying out 60 in-depth interviews with both parents with care and non-resident parents.

The sample for this study included some parents with care and non-resident parents from the same cases, as we believed that this would provide a fuller picture and a better sense of processes and experiences than would be possible if only parents from different cases were included in the research. This approach would also partly help to deal with the inconsistencies that typically emerge from the results of interviews with parents with care and non-resident parents. While hearing both sides of the story has not eliminated these inconsistencies, an in-depth understanding of the perspectives of the two parties from the same case has helped to explain why they arise.

#### 1.3.1 Sampling and recruitment

A sample of CSA clients was selected from the CSA database to reflect the range and diversity of factors and sub-groups relevant to the research.

The following **primary** sampling criteria guided the sample selection:

- **type of payment method:** the sample included a very similar number of users of MD and users of CS;
- **level of maintenance:** this was expected to influence views regarding payment methods and allow us to explore if, for example, there is a link between the level of maintenance (and, therefore, the financial circumstances of the non-resident parent) and views about different payment options;

- **timing of the assessment:** parents interviewed shortly after the maintenance liability decision has been made had very recent and, therefore, fresh memories of their views about payment methods and the factors influencing their views and decisions, while including parents a long time after the initial assessment enabled us to explore how views about payment methods might change over time;
- **geographical area:** the research was carried out in London, Birmingham, Cornwall and Liverpool, and within these urban and rural locations were selected.

The sample also reflects the diversity of CSA clients in other respects, for example, in terms of parents' and children's ages, the timing and reasons for the separation, working status and household income. Apart from one case, all parents with care in the sample are mothers and non-resident parents are fathers.

A screening exercise was carried out first to identify parents with the required characteristics and seek informed consent. Before respondents were approached, a letter was sent to explain the purpose of the study and to give them the opportunity to opt out (by contacting NatCen by letter or telephone) (see Appendix A).

A small postal exercise, consisting of a form inviting parents to take part in the study and to provide a telephone number, was used instead of an opt-out for a small proportion of cases in the CSA database for whom a telephone number was not available (two reminders were used). The response rate of the postal exercise was low at 11 per cent.

Interviewing parents with care and non-resident parents from the same cases posed some important ethical and practical questions, and these considerations very much influenced the design of the sampling, recruitment and fieldwork. The screening exercise, hence, sought consent to take part in the research through two stages:

- first, we established if the parent was willing to take part in the research;
- second, if they consented to the above, they were asked if they were still willing to take part in the research if the other parent might also be interviewed.

During the screening and sample recruitment process we emphasised that:

- taking part in the research would not involve any contact with the ex-partner;
- the information gathered as part of the study would be treated as strictly confidential, it would not be passed on to anybody outside the research team, and no information (including the fact that they have taken part in the study) would be passed on to their ex-partner;
- interviews with parents from the same case would be carried out by different researchers, thus providing further reassurance that no information would be passed on to their ex-partner.

We monitored the reasons for refusals to take part in a study that might also involve an ex-partner, as we needed to ensure that by selecting 'matched' cases we did not

exclude groups in particular circumstances or with a particular profile (e.g. difficult relationships, non-compliant cases). The proportion of refusals at the second consent question was very low (just four per cent of those who had agreed to take part in the research at the first consent stage), and the reasons included not wanting to 'rock the boat' as the relationship was currently good, as well as cases where the parent did not want anything to do with their ex-partner.

956 parents with care and non-resident parents, representing 478 cases, were included in the screening exercise, and 27 per cent of parents were successfully contacted and agreed to be interviewed (even if their partner also took part in the study). A detailed breakdown of the response is provided in Table 1.1.

**Table 1.1 Response rates for screening exercise**

<b>Outcome</b>	<b>Count</b>	<b>Per cent</b>
Opt-out	47	5
No response to postal exercise	106	11
Agreed to take part	272	28
(Agreed to take part if ex-partner interviewed)	(260)	(27)
Refused <sup>1</sup>	101	11
Wrong number	254	27
No contact	150	16
Ineligible <sup>2</sup>	19	2
Other unproductive	7	1
<b>Total</b>	<b>956</b>	

<sup>1</sup> The main reasons for refusals were: not having the time to do an interview; having had a bad experience with the CSA and not wanting to talk about it or help the CSA; and having no problems and feeling that taking part would 'rock the boat'.

<sup>2</sup> The main reason for ineligibility was that the claim was closed, as the children involved in the claim had reached the age where they were no longer eligible for child maintenance.

Forty-three 'matched pairs' were identified from the above sample. Interviews were then carried out with 19 'matched pairs', where the parent with care and the non-resident parent were from the same case (i.e. 38 interviews), and another 22 unmatched cases (12 with parents with care and 10 with non-resident parents). The unmatched interviews were all cases where contact with the other parent or agreement to be interviewed was not achieved, either at the first stage of recruitment or at the stage of re-contacting for interview.

The characteristics of the 60 parents in the sample are presented in Table 1.2, according to the key sampling criteria.

**Table 1.2 Characteristics of sample**

Characteristic	Parents with care	Non-resident parents
<b>Sex</b>		
Women	31	1
Men	0	28
<b>Type of payment method</b>		
Collection Service	13	17
Maintenance Direct	18	12
<b>Timing of assessment</b>		
Pre-March 2003	11	12
March-August 2003	9	9
September-November 2004	11	8
<b>Weekly level of maintenance</b>		
£6-29	8	8
£30-69	12	12
£70+	11	9
<b>Location</b>		
London	9	14
Cornwall	8	6
Liverpool	7	4
Birmingham	7	5

### 1.3.2 Fieldwork and analysis

The fieldwork was carried out in May and June 2005. The interviews were conducted using topic guides, and these can be found in Appendices B and C. Individual interviews typically lasted 90 minutes. They were tape-recorded, with the respondents' agreement, and transcribed verbatim.

The data were analysed using 'Framework', a qualitative analysis method developed by NatCen that uses a thematic approach to classify and interpret qualitative research data. It is a systematic and transparent method of analysis that ensures validity and reliability in interpreting findings. The key topics and issues that emerged from the data were identified through familiarisation with transcripts, and a framework of key issues was devised (see Appendix D). A series of charts or matrices was set up, each one relating to a different key theme. The columns in each chart represented the key sub-themes or topics whilst the rows represented individual respondents. Data from each respondent were then summarised into the appropriate cell. In this way, the data were ordered within an analytical framework that is grounded in respondents' own accounts. This approach allows consistent 'within case' and 'between case' analysis, and comparison of accounts from the parent with care and the non-resident parent from the same case.

## 1.4 The child maintenance system

It is useful to spell out more details on the aspects of the child maintenance system, which will be referred to in this report.

### 1.4.1 Old and new scheme rules

The new scheme was introduced for new cases on 3 March 2003. Cases on the existing scheme will be converted to the new rules once the Government is sure that the new scheme is working properly.

#### Changes in the rules

- **Maintenance liability calculations:** these are now based on a simple slice of the non-resident parent's income. Where their weekly income is £200 a week or above, this is 15 per cent of net income for the first child, 20 per cent for two children and 25 per cent for three children or more. Those with less than £200 a week pay less, whilst those with a net income of £100 a week or less pay a flat rate of £5 a week. The calculation takes account of all children in a non-resident parent's current family, including stepchildren. Before maintenance is calculated, the net income is reduced by 15 per cent for one child in the family, 20 per cent for two children and 25 per cent for three or more children. The calculation also takes into account whether a child for whom maintenance is payable stays overnight with the non-resident parent. If the child stays with the non-resident parent at least one night per week, the child maintenance is reduced according to how many nights are spent with the non-resident parent. The assessment varies from the simple calculation in strictly prescribed circumstances, e.g. if the child has a long-term illness or disability. **(The old scheme comprises a complex calculation, which includes taking into account the non-resident parent's living expenses.)**
- **Child Maintenance Premium:** a new Child Maintenance Premium allows parents with care on IS to keep up to £10 per week of maintenance paid for their children. **(Under the old scheme there is no Child Maintenance Premium, but clients on benefits receive a child maintenance bonus of up to £1,000 if they return to work.)**
- **Non-resident parents on benefits:** non-resident parents on benefits pay a flat rate of £5 a week for any number of children **(compared to a nil rate under the old scheme).**
- **Sanctions:** there are tougher sanctions on non-compliant non-resident parents than under the old scheme, including a new financial penalty, which can be up to 25 per cent of the maintenance due.

### 1.4.2 Maintenance Direct payment method

As noted earlier, few parents are currently using MD. There is currently no clear national guidance on how MD should be implemented, and the extent to which MD is marketed to parents varies according to the regional business unit. One key area of uncertainty is how non-compliance is dealt with by CSA staff while parents are on MD (for example, which factors influence the case becoming CS versus remaining MD, and how long this process takes). In principle, however, the key features of the system are as follows:

- MD tends to be offered as an option first to parents with care, and then offered to non-resident parents if the parent with care is happy with using MD;
- parents with care not on benefits are meant to be encouraged to use MD;
- MD should be presented in a neutral way to parents with care on benefits rather than as a preferred option (as it is more complicated for the CSA and Jobcentre Plus to co-ordinate the benefits received by the parent with care and the maintenance paid by the non-resident parent if the latter is paid directly to the parent with care);
- cases where non-resident parents are on benefits are not currently eligible for MD (and have hence been left out of this study);
- both old and new scheme cases (including where the parent with care is on benefits) can, hence, be on MD;
- parents with care should contact the CSA if the non-resident parent is non-compliant while on MD, and the case will probably be moved to CS – how many missed payments are counted as arrears to be chased by the CSA is at the discretion of the agency;
- parents on MD are encouraged to set up direct payments using standing orders (as opposed to cheques or cash).

Some regional business units have developed clear written guidance for members of staff to use, outlining the advantages of MD to give to parents, such as the flexibility of being able to vary the amount and timing of payments, and the greater simplicity and speed of not having a third party involved. In other business units, there has been very little or no promotion of MD.

### 1.4.3 Use of Maintenance Direct: A comparison of UK and Australia

A comparison to the Australian child support system is useful, as here a much higher proportion of clients use Private Collect, the equivalent of MD (50 per cent), and we will consider any features of the Australian system that might be appropriate for the UK. There are two key differences in the way the Australian system operates compared to the UK system: First, in Australia, after six months, fully compliant cases are forced to move off CS and to use Private Collect – unless there are exceptional circumstances, such as threat of violence. Second, if a non-resident parent defaults

on payment while using Private Collect, the Australian CSA will undertake to collect three months (or even 12 months in exceptional circumstances) worth of arrears to the date at which the parent with care (or, more rarely, the non-resident parent) applies to switch to CS. As discussed above, the approach to non-compliance in the UK appears to be more vague and no such guarantees are provided.

## 1.5 Structure of the report

Chapters 2 to 5 provide important background information, an essential starting point to highlight the links between the range of experiences and views of CSA clients with attitudes and decisions about payment methods. Chapter 2, hence, focuses on how children's time is shared between the parents, and how this relates to the parental and father-child relationships, as previous research has shown a clear link between financial issues and contact arrangements.

Chapter 3 examines the financial arrangements parents had during the period between their initial separation and their first contact with the CSA, while Chapter 4 explores financial arrangements from the point of parents' first contact with the CSA. Both chapters reflect on the links between parents' experiences of different financial arrangements and how these might influence attitudes and decisions in relation to payment method.

Having reviewed in Chapter 4 how the CSA assessment affects parents' financial arrangements, Chapter 5 presents the broader aspects of parents' experience of the CSA, in terms of the impact of the CSA involvement on the relationships and well-being of parents, as experiences of the CSA will influence views on how much contact parents wish to have with the agency (and, hence, which payment method they might opt for). Chapter 6 then examines awareness, experiences and views of the two payment methods in more detail, and brings together some of the factors that shape these views and decisions.

Finally, Chapter 7 concludes the report, returning to the key research questions and identifying the potential for increasing the use of MD.

In the report we use the terms 'non-resident parent' and 'parent with care', as these are in line with the terminology used by the CSA to define who should be paying and receiving child maintenance. While these terms reflect the respective roles most parents in the sample had, they do not actually capture the complexity of some families' arrangements. For example, some children spent a similar amount of time with each parent, while in other cases one child might be living with the mother and the other with the father.

The terms non-resident parent and father, and parent with care and mother are used interchangeably, as with one exception all parents who were paying or expected to pay child maintenance were fathers, and all those who were receiving or were expecting to receive it were mothers.



## 2 Relationships and contact

Previous research has found a clear link between financial issues and the level and nature of contact non-resident parents have with their children. This evidence has shown that fathers who frequently see their children are considerably more likely than others to (regularly) pay child maintenance (Wikeley et al., 2001). A range of contact issues can play an important role in shaping attitudes and behaviour in relation to financial arrangements and might influence, not only the level of financial contribution and compliance, but also attitudes towards different payment methods. We, therefore, start the report by exploring how children's time is shared between the two parents, how this might affect and be affected by the nature of the parental and father-child relationships, and what factors influence negotiations and experiences of contact and parenting after separation.

This chapter will discuss:

- how contact arrangements are set up after the parental break-up and how these evolve over time, as circumstances change and children grow up – in some families these arrangements seem to evolve in a natural way, while in others a more rigid schedule is required;
- different patterns of contact, which varied considerably, according to how much time non-resident parents and children spend together, and how regularly they see each other – the issue of time is central to any discussion of contact;
- how contact arrangements are 'managed' by parents, how different management strategies might influence parents' and children's experiences of contact, and the role played by children and third parties in the management of these arrangements<sup>5</sup>;
- parents' accounts and experiences of contact;

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<sup>5</sup> It should be noted that while children's views and experiences are discussed in this chapter, these are based on parental reports, as children were not included in the study. For an account of contact experiences that include children's as well as parents' accounts, see Trinder et al., 2002.

- how views on parenting and the need to strike a balance between parents' and children's needs affect contact, and how they can also influence the nature of the parental relationship.

## 2.1 How contact arrangements come about and evolve

The extent to which contact arrangements were based on an agreed, formalised schedule varied considerably between families, but also within the same family arrangements could become more or less formal over time, or vary for different children.

There were parents who did not think it necessary (or in some cases possible) to formalise contact arrangements. In some cases, arrangements were never formally agreed after the separation, but simply evolved over time or 'just happened'. In others, an initial, formal agreement might have evolved into something more flexible and 'fluid'.

In other cases, one or both parents wanted to have an agreed contact schedule for a range of reasons. From the children's point of view some stability in terms of when they saw the father and were away from the maternal home was considered important (by one or both parents), particularly for younger children. On a practical level, stable and predictable arrangements could be easier to fit in with children's and parents' other commitments. On the less positive side, formal arrangements (which in some cases might have been defined by court orders) could be linked to an acrimonious parental relationship, characterised by a lack of trust and a desire to minimise or even avoid the need for parental communication. Formal arrangements seemed more typical of the initial post-separation period, when the need for some stability was perhaps more likely to be felt and when the parental relationship was particularly likely to be acrimonious. However, a range of factors (e.g. financial disputes or a new family) could lead some parents to seek formal arrangements some time after the break-up.

Children could play an active role in influencing contact arrangements, typically the older the children, the more likely they were to have some involvement in these decisions. Informal arrangements seemed more likely to be directly influenced by children, indeed the move to a more 'fluid' arrangement might have been driven by them, especially adolescents as they wanted to have more control over their time, and generally tended to want to spend less time with (both) parents and 'do their own thing'.

In some cases, the level of mistrust and acrimony between the parents was such that third parties had to be involved in helping them come to an agreement about contact. Ultimately arrangements might be defined by court orders, for example, when the non-resident parent was unhappy with the amount of contact allowed by the mother, or when the parent with care was dissatisfied with erratic and unplanned paternal visits. Some parents also believed that a formal arrangement defined by a third, independent party was required to ensure that both parents were

clear about their respective obligations and expectations regarding contact, and that a formal ruling might be more likely to be adhered to. As one father explained, after he went to Children and Family Court Advisory and Support Service (CAFCAS) to sort out contact, he was much happier with the arrangements because '*... we all know where we are*'.

As mentioned earlier, formal arrangements were more typical of the immediate post-separation period, and it was also at this time that third parties might get involved in setting up the arrangements. Over time, some parents managed to find ways to negotiate and agree changes without 'intermediaries', although this was not a universal experience, and conflicts some time after the separation could lead to a review of the contact arrangements, involving a third party. When third parties were involved in setting up contact, these tended to be external agencies, such as solicitors and mediators, as well as courts. While relatives and new partners could also be involved at this stage, as discussed later, they tended to have a much bigger role in helping to manage and facilitate the arrangements once they were set up.

## 2.2 Patterns of contact

The concept of contact explored in this chapter is complex and multi-faceted, it is closely linked to the nature of the father-child relationship, views on the respective roles of the two parents and attitudes towards parenting practices. Central to all these issues is the question of time, that is: when, for how long and how often children spend time with the non-resident parent.

Patterns of contact between children and the non-resident parent could vary considerably between families, but also within families, as the amount of time siblings spent with their father varied, for example, according to the child's age (typically teenagers saw their father less frequently than their younger siblings) or the nature of the relationship a child had with the non-resident parent. Furthermore, patterns of contact were not static and could change over time in response to changing circumstances and needs, and the nature of the parental and child-parent relationships.

The patterns of contact that emerged from our sample can be classified into five broad categories:

- children spending a roughly **equal amount of time** with each parent;
- children spending **a substantial amount of time** with the non-resident parent (for example, one or two nights a week, plus some time at the weekend and during school holidays);
- children seeing the non-resident parent on a **regular basis but for a limited amount of time** (for example, a weekly contact typically at the weekend for a limited amount of time e.g., not including an overnight stay);

- children seeing the father for a **limited amount of time and on an irregular basis** (for example, once, twice a month or even less often);
- virtually **no contact**<sup>6</sup>.

## 2.3 How contact arrangements are managed

Whether contact arrangements evolved 'naturally' over time, 'just happened' or were agreed in advance, they needed to be 'managed'. In this section, we first discuss the range of strategies parents adopted to manage contact, and then look at the role that children and third parties played in the management of these arrangements.

### 2.3.1 Contact management strategies

Parents in the study could be placed in one of the groups listed below according to if and how contact arrangements were managed:

- **Rigid:** some parents had tightly defined arrangements with little scope for flexibility, these were typically cases where contact arrangements had been defined by court orders. There does not appear to be a link between this type of arrangements and the frequency and amount of contact, as this group included both children who spent a substantial amount of time with their father, as well as those who saw him regularly but for a limited amount of time. Rigid arrangements could be rather unsatisfactory for all those involved: for example, fathers might miss out on time with the children if, due to variable work times or other commitments, they were not always free on the scheduled contact times. Inflexibility might also mean that parents could not be with the children on special family occasions (e.g. birthdays, weddings, father's/mother's day). Parents who had inflexible arrangements also tended to encounter considerable difficulties with aspects of the arrangements which required some negotiation (for example, to agree which days during school holidays the children should spend with the non-resident parent).

**Flexible schedule:** in some cases when more formal arrangements had been agreed by the parents or defined by court orders, there was some scope for flexibility to accommodate children's and parents' other commitments (e.g. children's after-school activities, parents' work, special family occasions). These were cases where contact with the father was regular or where the children spent an equal amount of time with each parent. Flexibility could make it easier to meet the needs of both parents and the children, and tended to result in contact arrangements that both parents and children were happy with. However, in some cases flexibility was viewed

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<sup>6</sup> Our sample included a very small number of these cases, probably due to the nature of our research population, as it seems likely that non-resident parents who have been involved (voluntary or involuntarily) with the Child Support Agency (CSA) are more likely to have maintained some contact with the children, compared with non-resident parents who have not been involved with the CSA.

positively by one parent, but described in more negative terms by the other who, for example, argued that the ex-partner was sometimes unreliable, changing the arrangements mainly to suit their own needs, without taking into consideration the effect this might have on others.

- **Completely open and flexible:** families who did not have an agreed contact schedule had to negotiate contact on a regular (sometimes daily) basis. In some cases this appeared to happen in a very 'natural' way, in line with children's and parents' needs and their respective commitments. For example, one father who saw his very young children almost on a daily basis, explained that no formal arrangement was ever set up, he just '*knocked on the door*' and stayed with the children if that was convenient for the mother. In other cases very flexible arrangements were required to fit with parents' variable working hours (e.g. if one or both parents worked shifts). Fluid arrangements were also typical when teenage children were involved, reflecting the children's changing lifestyles and needs. Open and flexible arrangements tended to result in a level of contact that both parents and the children were happy with, which typically involved either shared residency or regular contact with the non-resident parent. However, again, parents' perceptions of the extent to which this level of variability was always considered positively was not always consistent.
- **Unmanaged:** there were cases where one or both parents felt the arrangements could not really be 'managed' and there was little clarity and shared understanding about the level and frequency of contact. These were cases where no formal agreement had been reached, or if a formal arrangement had been made, one or both parents were not sticking to it. In some cases visits from the non-resident parent might be very sporadic and erratic, or the parent with care might be trying to limit or even stop access to the children. These cases tended to be characterised by a high level of dissatisfaction and frustration. For example, the father might not be able to see the children as regularly as he would have liked, or the parent with care could not count on the non-resident parent helping out with childcare on a predictable and regular basis. There was also a concern about the possible negative effects irregular and unpredictable contact could have on the children.

### 2.3.2 Who is involved in the management of contact arrangements

Apart from parents, children and third parties, such as relatives and new partners, could be involved in the management of contact arrangements, and now we discuss their respective roles and the effect they could have on the nature of contact.

Children could play a big part in managing contact and got involved, for example, in discussions about pick-up times and places, when to see the non-resident parent (e.g. if the arrangement was very flexible), and when ad hoc changes to the arrangements might be needed. It was typical of older children (e.g. teenagers) to make most of these arrangements directly with the father. One of the effects of teenagers managing the arrangements could be less frequent contact, and as

discussed earlier, this was seen as a natural development linked to children's changing lifestyles and needs. Children of different ages could also play the role of 'intermediaries' when the parental relationship was very strained and the parents hardly communicated with each other. In these cases, even relatively young children (e.g. from the age of eight) got involved in the management of the arrangements, mainly because the parents communicated via the children (e.g. giving them notes or messages to pass on to the other parent).

Relatives could also play a crucial role as 'intermediaries' and facilitate contact or even make it possible. For example, when there was no communication between the parents, extended family members, particularly grandparents, were sometimes involved in managing the arrangements (e.g. agreeing pick-up times and venues and transporting the children). The grandparental home could be used as a contact venue, when the paternal residence was not suitable for the children (e.g. a bedsit, shared accommodation), when fathers were not allowed to take the children to their home, or visits had to be supervised because of concerns about the child's safety. Some grandparents encouraged stable contact when the non-resident parent might not be very engaged. They could also provide practical support, for example, by helping to look after the children during contact visits if the children were numerous or very young, or to cover periods of the contact time when the non-resident parent might be at work. However, relatives did not always play a positive role, and in some cases they might be (or be perceived to be) attempting to limit or even stop paternal visits. For example, as one father explained:

*'...[ex-partner's mother] was trying to stop me getting access to, to them... she found out that because me and [parent with care's name] we, we're not being married, I don't have any kind of rights over them... And she was trying to use that but I brought [parent with care's name] to, back to sense and she, she slowly, slowly start to allow me to see them again. Well, only stopped, stopped seeing them for not even a month.'*

(Non-resident parent, Collection Service (CS))

New partners could also play a mediating role, for example, if the parental relationship was rather tense. Like relatives, they helped with the more practical aspects of contact (e.g. transporting children, providing childcare when the non-resident parent was at work). However, again, new partners (and new children) could have a rather negative effect, and make the management of the arrangements much more difficult for a number of reasons. For example, they might reduce the amount of time and financial resources the non-resident parent was able or willing to devote to the 'first' family. Re-partnering might lead to relocation and geographical distance from the children, and this could have a considerable negative impact on the level and even nature of contact. New partners could also fuel parental conflict, particularly, but not exclusively, if the new relationship had been the cause of the separation. In some cases new partners (particularly cohabiting ones) could have a considerable negative impact on the nature of contact and the father-child relationship, as the mother below explains:

*'...he did [see the children] very regularly but he got involved with the person he's involved with now who was very young she was very young and very immature. And she couldn't accept the fact that [non-resident parent's name] had an ex-wife and three children. ...I think that's when it all started to go pear shaped I suppose.'*

(Parent with care, CS)

## 2.4 Nature of contact

As mentioned earlier, time is only one aspect of contact, albeit an important one. What also has a profound impact on the nature of contact and the parent-child relationship is the extent to which the non-resident parent can be involved with the children, both at a practical and emotional level, and be part of some of the key decisions and events that shape their lives.

Fathers talked about wanting to be more than just *'a weekend and McDonalds dad'*. For example, having very frequent (e.g. daily) telephone conversations with the children gave the non-resident parent a means of being somewhat part of the children's day-to-day activities and experiences. Parents evenings and other school activities were also very important for some fathers, who wanted to be fully involved in what is a crucial aspect of their children's lives. Engagement with after-school activities (e.g. transporting the children to and from these) was also considered a significant aspect of *'active parenthood'*. This level of involvement in children's lives was typically only possible when the level of contact was high and regular. Some flexibility could also make it easier for the non-resident parent and the children to be together at important times (e.g. birthdays and other family events). It was very difficult, if not impossible, for non-resident parents who had very restricted access to be fully involved in their children's lives.

While some non-resident parents wanted to *'normalise'*, as far as possible, the relationship with their children and adopted various strategies for maximising their involvement with their every day lives, among others there was also a strong desire to make the most of the (limited) time they spent with their children. These parents invested considerable energy and financial resources in making the time together very special, and for example, organised treats and special outings, particularly at the weekend. These attitudes and behaviour were typical of fathers who saw the children regularly, but for a limited amount of time. When residency was shared or fathers spent a considerable amount of time with the children (e.g. including overnight stays during the week, as well as at the weekend), they tended to talk about conducting a *'normal family life'* with the children, involving routine activities such as helping them with their homework, eating and playing together, and getting them ready for bed.

Not all non-resident parents were able or willing to have the level of practical and emotional engagement described above, and the nature of contact and parent-child relationship in these cases was rather different. Logistic difficulties (for example, financial constraints, unsuitable paternal home or long and atypical

working hours) could make it difficult for fathers to have a 'normal family life' when the children were with them, or make the time together very special. But a lack of 'imagination' and genuine commitment to the children on the part of the non-resident parent were, according to some mothers, the main factors that negatively impinged on the nature of contact and the parent-child relationship. It was not always possible to distinguish between fathers who were unable and those who were unwilling to have a high level of contact and emotional engagement with the children. This is partly because mothers' and fathers' accounts could differ considerably; for example, parents with care might be explaining limited contact mainly in terms of lack of paternal commitment, while fathers would typically emphasise the practical problems that prevented them from seeing their children more often. Practical difficulties and limited commitment can also be closely linked. For example, considerable and persistent logistic difficulties (e.g. geographical distance) could, over time, have a negative impact on fathers' commitment to and engagement with their children.

## 2.5 Views on parenting

Predictably, it was common for parents to talk about 'putting the children first' when talking about the factors that shaped negotiations and decisions about contact arrangements. However, what parents had in mind in relation to parenting roles and practices when they talked about acting in a child's best interest could vary considerably, and this could in turn influence views on the type and nature of contact arrangements. Parents in the sample could be classified into three broad groups according to their underlying principles and beliefs about parents' roles and parenting practices:

The first group included respondents who shared a belief that successful parenting involved a commitment from both parents to shared parenthood: this could mean shared residency, but shared parenthood was also considered possible when parents had different roles and different levels of involvement in the children's lives. For example, it might be accepted by both parents that the mother would have greater, but not total, responsibility for day-to-day care and decision making. A commitment to shared parenthood could involve promoting a positive image of the other parent (or at least avoiding criticism), emphasising their parental role, and in some cases acting as a mediator, when difficulties emerged between the other parent and the children. Implicit in a belief in the importance of shared parenthood was a commitment to maximising consistency in terms of parenting practices. As one parent explained, it was very important to be able to discuss issues relating to the children with his ex-wife to ensure they were both '*singing from the same hymn sheet*'. This inevitably involved a good level of communication between the parents, shared decision making, and an endorsement of each other's parenting abilities. This group of families was characterised by a high level of typically flexible contact and arrangements that seemed to meet the needs of both parents and the children.

The second group included cases where contact was either sporadic or regular, but where (one or both) parents tended to have rather rigid and narrow views of their respective parenting roles. For example, some mothers felt that the non-resident parent would inevitably play a peripheral parenting role, while some fathers talked about believing that the mother was trying to push them out of their children's lives. Other fathers had delegated most of the parenting responsibilities to the mother, something that was resented by some mothers who would have liked more emotional and practical support, and who also believed that the children wanted their father to play a more active role. Views about the gendered nature of parenting roles were rooted in traditional attitudes that parents probably held even before the break-up, but which may, in some cases, have been reinforced by the separation. These cases also tended to include parents who had strong doubts about or even disapproved of the parenting skills of the other parent, which might result in inconsistent parenting practices. As one non-resident parent pointed out, this could mean that the children ended up living in '*two different worlds*', with different rules and boundaries, and regulated by very different parenting practices.

A final group included cases where mothers' views and attitudes towards parenthood and parenting practices might have been overridden by concerns for the child's safety, either because of fear of violence and abuse, or because the non-resident parent was considered 'unfit', due to serious mental health problems or substance abuse. When the children were still in touch with the non-resident parent, contact could vary in terms of regularity, but tended to be limited and very tightly regulated. For example, any contact outside the agreed times (e.g. even over the phone) was not allowed by court orders. Restrictions might also be placed over the contact venue and on communication with the children's school (e.g. the non-resident parent might not be allowed to know which school the children attended).

## 2.6 Balancing children's and parents' needs

Views about parents' roles and parenting practices could strongly influence respondents' views on the extent to which a balance needs to be struck between parents' and children's interests.

Parents who were strongly committed to shared parenthood and consistent parenting practices tended to prioritise the need to achieve these aims over other issues (e.g. financial disputes). Typically in these cases both parents made a considerable practical, but also emotional effort (e.g. dealing with an ex-partner who might have hurt them emotionally or even physically) to ensure that the father could play an active parenting role.

Parents who were less committed to shared parenthood seemed more likely to believe that some kind of balance or compromise had to be struck between what was good for the children and what they were prepared to 'put up with' for their sake. This attitude was strongly influenced by the belief, among some mothers, that the non-resident parent would inevitably play a marginal role, and, therefore, a high

level of regular contact was not seen as so crucial for the children. Consequently, the amount of effort they were prepared to invest in making contact work could be rather limited.

In more extreme cases, parents seemed to have put their interests first and virtually disregarded children's needs and welfare. This could only be said of parents who were no longer in contact with their children (it should be noted that information on 'absent' parents was provided by parents with care, as none were included in the sample). As one mother explained, when talking about her ex-partner who refused to have any contact with his 14 year old daughter:

*'...he says he doesn't have a daughter called [child's name].'*

(Parent with care, CS)

The rest of the chapter explores in more detail the link between the parental relationship and respondents' views about parenting roles and views about balancing parents' and children's needs.

## 2.7 Nature of parental relationship

The nature of the parental relationship and contact tended to be very closely linked, predictably arrangements that met the needs of all concerned were typical of cases where the parental relationship was amicable or at least 'civilised'. Conflict between the parents could make it much more difficult to establish and sustain satisfactory contact arrangements, particularly if parents hardly communicated with each other or could not talk to each other without arguing. A complex interplay of factors could affect the nature of the parental relationship (e.g. when the parents separated and why, the existence and role of new families or financial issues), but one key factor that mediated these influences was the importance that parents placed on shared parenthood.

In some cases a strong commitment to shared parenthood and a belief that an amicable relationship was in the children's interest had been a key, and sometimes the main influence on efforts to improve the parental relationship. However, there were also cases where a high level of conflict existed between parents who were committed to shared parenthood (for example, if the behaviour of one parent might be blamed for '*ruining the family*'), but this was suppressed when it came to contact issues. In these cases (one or both) parents made a conscious decision to separate any disputes they might have with the ex-partner from any contact discussion.

Parents adopted a range of strategies to suppress or avoid conflict, and some kept any communication to a minimum and avoided discussing or raising topics that might cause tension or lead to conflict, as the examples below illustrate:

*'Don't get me wrong there's no more shouting or screaming or things like that but we just agreed to disagree and it's better off keeping a distance.'*

(Non-resident parent, MD)

*'And when he comes, it is always "that's really my house, but she lives there". It's never gonna change, that mindset's not going to change, so you don't really want to rock the boat. Last week was the first time I've been out with him...I had to be very careful about what I said, I had to keep off certain subjects. Because if you mention anything to do with money he blows up, so you don't want all that, you've got to be a bit careful what you say.'*

(Parent with care, MD)

Parents' efforts to avoid parental conflict was also evident in the way they dealt with financial issues. Respondents who strongly believed in shared parenthood seemed determined to keep cash and contact separate. For example, there were parents in the sample who had very prolonged and acrimonious disputes about financial arrangements, which ended up in court (and eventually with the CSA), but nevertheless managed to agree mutually satisfactory contact arrangements. In some cases this might involve a 'financial sacrifice', even among parents who were struggling to make ends meet. For example, one father whose child lived with him half of the time, believed he should not be paying any maintenance, and had considered taking action about this, but decided not to do so, as it would be likely to cause problems with the ex-partner, which could in turn jeopardise contact arrangements. Similarly, a mother thought the level of maintenance set by the CSA (which included arrears) would be considered too high by the father who might struggle to pay it. She was so concerned about his reaction and so worried that it might damage the recently improved parental relationship (which had led to an increase in contact with the children), that she privately agreed a lower payment level.

What distinguished these parents was also how they dealt with new families, if they had re-partnered. They seemed very aware of the fact that new families could be perceived as a challenge by the first family and tried to anticipate and deal with the rather sensitive issues that might be likely to emerge. For example, these parents were aware of the need to introduce new partners slowly and sensitively and to emphasise the secondary role of 'step-parents'. Clearly, the extent to which parents were able to do this depended on a range of other factors, some of which might be outside their control (e.g. the attitudes and behaviour of the new partner, children's views on the new partner and new children). Nevertheless, what was noticeable in these cases was the concern and effort to ensure that a new family might not become a cause of conflict, and jeopardise contact and parenting arrangements.

Other parents did not seem to be able or willing to avoid or suppress conflict. Again, while this might be due to a range of factors, the limited value placed on shared parenthood seemed to play a key role here. For these parents contact itself could be a source of tension, and become a battleground if parents had very different views about their respective parenting roles and parenting practices, and what was considered to be in the children's best interest in terms of time-sharing between the two parents. Among these parents there also seemed to be less awareness of the need to deal with the challenges that new families might present; for example, by trying to anticipate or understand the concerns the other parent might have about

the role of a new partner, and how they might encroach on the existing division of parenting responsibilities and shared understanding of parenting practices.

## 2.8 Summary and conclusions

The chapter has shown how parents set up contact arrangements after separation and why, in some families, these arrangements seem to evolve in a natural way, while in others a more rigid schedule is required, which might have to be defined by a third party. Patterns of contact among the parents we spoke to varied considerably and so did the strategies developed to manage contact: generally speaking, arrangements that seemed to meet the needs of all those concerned tended to involve regular contact and (an element of) flexibility, while rigid and/or limited contact was typically considered unsatisfactory by one or even both parents, who also tended to think that this was not in the children's best interest. The nature of the father-child relationship and the non-resident parent's level of involvement in his children's lives were very closely linked to issues of time, that is: when, for how long and how often children spent time with their father.

While the type, nature and management of contact could be determined by a range of factors, there was one crucial influence that could mediate all the others, namely: the level of commitment one or both parents had to shared parenthood. Respondents who believed that it was in the children's best interest to ensure that both parents played an active parenting role invested considerable time and effort in making this possible. As we have seen, this could have a significant impact on the nature of the parental relationship and, as discussed in the next two chapters, this could also affect attitudes and behaviour in relation to financial issues. Given that, as we will see in Chapter 6, these are both crucial influences on decisions about payment method, views on shared parenthood provide the backdrop to parents' views of Maintenance Direct.

## 3 Financial arrangements pre-Child Support Agency

In this chapter, we focus on the financial arrangements parents make during the period between their initial separation and their first contact with the Child Support Agency (CSA) – we will refer to this as ‘the pre-CSA period’. Their experiences from the time at which they first became involved with the CSA will be explored in Chapters 4 and 5.

While the length of the pre-CSA period may vary considerably between one separated couple and another, parents’ experiences during this time can affect their views on all aspects of child maintenance – including payment methods – over the long term. The financial focus of this chapter reflects the study’s overall objective of assessing parents’ dispositions towards using Maintenance Direct (MD). However, it is important to recognise that, due to the upheaval caused by a family break-up, many aspects of parents’ lives are likely to be in a state of flux during the (initial) pre-CSA period. For parents, financial considerations are, therefore, embedded within a context of numerous other issues, including those concerning contact and parenting arrangements, as discussed in Chapter 2.

This chapter will discuss:

- the range of financial arrangements made by separated couples during the pre-CSA period – we propose a four-fold typology: ‘formal maintenance’, ‘ad hoc maintenance’, ‘payments to children only’ and ‘non-payment’;
- the process of making pre-CSA financial arrangements, and the factors involved in this – we identify two key categories of factor: the ‘pragmatic’ (needs and capabilities) and the ‘principled’ (rights and responsibilities);
- satisfaction and compliance with pre-CSA financial arrangements;
- reasons why parents become involved with the CSA;
- key findings and implications for MD: how do early experiences of direct payment influence parents’ attitudes?

### 3.1 The range of pre-CSA financial arrangements

The financial arrangements made by separated parents during the pre-CSA period varied considerably across what appeared to be three key dimensions, namely:

- whether any money was paid;
- whether money was usually paid at a set level, at set intervals;
- whether the money was paid to the parent with care or directly to the children.

Identifying these three key dimensions allows the classification of separated parents into a broad four-fold typology, consisting of those who had formal maintenance arrangements during the pre-CSA period; those who had ad hoc maintenance arrangements; those where the non-resident parent only made payments directly to the children; and those where he made no payments at all.

#### 3.1.1 Category 1: Formal maintenance

Cases where the non-resident parent made regular payments for the children to the parent with care could be characterised as having made arrangements that amounted to a formal maintenance agreement. In some cases, lawyers or the courts were involved, as arrangements were made as part of a divorce or separation settlement (which the CSA assessment might later override), whereas in others terms were agreed privately between parents. There were no cases where parents talked of drawing up their own written agreements and, with the exception of lawyers, there was also little evidence of third-party involvement among couples setting up formal maintenance arrangements: while family members did sometimes act as mediators in negotiating agreements, this appeared less likely among Category 1 parents, who tended to be more motivated than other parents to *'sort things out'* themselves. The arrangements were characterised by a lack of flexibility in both frequency and level of payment, and non-resident parents did not tend to exercise significant control over how the money was spent. These payments also tended to be relatively substantial, with a sense that they would make a significant contribution to supporting the children's basic, everyday needs. Category 1 fathers tended to be in a stronger financial position than fathers with other kinds of financial arrangement, and some also gave money or items directly to the children in addition to their regular maintenance payments.

Relationships between parents who had made formal maintenance arrangements tended to be at the less acrimonious end of the scale, and maintenance was likely to be dealt with alongside other financial issues (e.g. the dividing up of property and possessions) as well as practical matters, especially those relating to parenting and contact with the children. Such arrangements were also associated with a strong sense of responsibility on the part of the non-resident parent, a commitment to shared parenthood, and sometimes an explicit appreciation of the needs of the children and his own role in meeting them:

*'I didn't want my children to lose out in any way, I didn't want their lives to be downgraded... there was a continuity between before and after the separation in that I wasn't going to begrudge my children maintenance just because I had split with their mother.'*

(Non-resident parent, MD)

In requiring regular, uniform payments from the non-resident parent, Category 1 arrangements bore a strong resemblance to the CSA's own working definition of child maintenance. This raises the question of why parents in this group ended up approaching the CSA at all, and while it is likely that the majority of Category 1 parents would not have a need to do so, we did come across cases where parents had agreed that involving the CSA as an independent third party would be helpful, for example, or had approached the CSA in order to resolve a disagreement over payment level. We will say more about parents' reasons for approaching the CSA in Section 3.4.

### **3.1.2 Category 2: Ad hoc maintenance**

Category 2 non-resident parents made payments to the parent with care on a more irregular and varying basis. These tended to be less substantial than payments made according to a more formal agreement, although amounts varied among the group. The amount paid also had an influence on whether the payments were conceptualised by either parent as 'maintenance', insofar as they were intended to support the children's basic, everyday needs, or whether they were really seen as supplying something 'extra', for inessential or 'luxury' purposes, such as the children's enjoyment or entertainment. The extent to which the non-resident parent sought to specify how the money should be spent also varied among Category 2 parents. As with Category 1, Category 2 fathers sometimes gave money or items directly to the children, in addition to the payments made to the parent with care.

In some cases, the ad hoc nature of these fathers' maintenance payments stemmed mainly from practical considerations, primarily the extent to which they felt able to pay. The pre-CSA period tended to be characterised by considerable financial upheaval and uncertainty for all concerned, and non-resident parents sometimes had additional worries associated with costs directly related to the separation, such as seeking new housing. Where fathers' incomes were very low, or unpredictable (e.g. because they were self-employed), these problems could be exacerbated. In some cases, ad hoc arrangements, whereby the non-resident parent would give the parent with care '*bits and pieces*' '*here and there*' when he could afford it, had resulted from an agreement between the parents, based on a recognition of the financial pressures he was under at that particularly difficult time. These tended to be cases where the parents had a relatively harmonious relationship, and the parent with care expressed some appreciation of the non-resident parent's situation:

*'I don't want to be too cruel and make him struggle and think that he's gotta give up work because he can't afford to have the CSA involved. You know, although we split up, I mean he's still got his life to live, he's still in [child's] life and I don't want [child] seeing him you know like struggling to help pay for her.'*

(Parent with care, MD)

In some cases, the ad hoc nature of maintenance payments was perceived (at least by the parent with care) as a temporary measure, perhaps with the assumption that things would become more formal and regular once the CSA became involved. It was notable that there were some cases in which the parent with care was sympathetic towards, or at least resigned to, the non-resident parent's situation, in spite of her own financial struggles. As noted in Chapter 2, there were also cases where the parent with care would accept less money or less-than-ideal financial arrangements in order to maintain good relationships within the family:

*'I don't want [child] to feel like mummy and daddy are arguing. You know, and I just think it causes friction that shouldn't, there's no need for it. Money's not every... you know, money's not.'*

(Parent with care, MD)

Some fathers made ad hoc maintenance payments to the parent with care during the pre-CSA period on the basis that their financial contribution would be responsive to the children's needs. In some cases, this approach appeared to have been conceived as a genuinely pragmatic response to the varying needs of the children (perhaps combined with the non-resident parent feeling unable to pay more regularly). However, there were also signs that it had an important symbolic role. As we saw in Chapter 2, some non-resident fathers were apt to express a desire to remain involved in their children's normal, everyday lives, and exercising a degree of control over when and how much to pay was sometimes viewed as symbolising the fact that they were still close to their children, and involved in their lives to such a degree that they would be well-placed to judge when money was required. In some cases, this meant initiating payments in response to certain perceived needs (for example, a need for new clothes or shoes), while in others it meant exercising their power to decide whether to provide money when the parent with care made a request. There was a sense here that, while the need for maintenance was recognised, fathers could view a formal arrangement of regular payments to the parent with care as having a 'distancing' effect, excluding the father from making everyday decisions about the children's needs. This could act as a particularly strong deterrent if the non-resident parent was particularly traumatised or struggling to accept the break-up of the family.

Cases where ad hoc maintenance arrangements had been initiated by the non-resident parent without agreement from the mother typically involved a degree of acrimony, which had inhibited parents' ability to come to an agreement about maintenance payments. Some non-resident parents felt protective of their ability –

and sometimes, as they saw it, their **right** – to choose when and how much to pay, and in some cases to specify how this money should be spent.

This could lead to a great deal of uncertainty for parents with care and, in cases where they relied heavily on maintenance, to considerable financial hardship. Where one or both parents had a weak commitment to shared parenthood, maintenance could become a bargaining tool in disputes about financial and other matters, such as parenting and contact arrangements. The non-resident parent's control over the timing, level and/or use of payments was sometimes seen, by either or both parents, as the main source of his power within these wider negotiations, with access to the children being the key weapon in the armoury of the parent with care.

### 3.1.3 Category 3: Payments to children only

We have already mentioned that fathers falling into Categories 1 and 2 sometimes gave money or items directly to their children, in addition to their payments to the parent with care. Category 3 fathers are those whose **only** financial contribution was made directly to the children, with no money being passed to an ex-partner at all. These fathers tended to make a smaller total financial contribution than those in Categories 1 and 2, which was sometimes linked to their ability to pay, but could also be the result of an (explicit or implicit) assumption that it was the parent with care's responsibility to provide for the children's basic needs. Some of these fathers had a weaker sense of their own financial responsibilities towards their children than those paying maintenance, at least for a time during the initial aftermath of the separation:

*'I think it was quite messy when we sort of like split up and everything, and there was a lot of anger and everything, and I just couldn't be bothered, really. Basically, you know, just being a bloke!'*

(Non-resident parent, CS)

This was not always the case, however. Some fathers expressed a willingness and desire to provide for their children but felt they were not financially capable of doing so at that time. Others appeared to perceive themselves as fulfilling their paternal responsibilities by making their small irregular payments or purchases, and did not appear to have a concept of 'maintenance' that extended beyond this type of arrangement. There was a suggestion that, in some cases, this point of view may have been linked with a belief that the state should take responsibility for the parent with care and the children, although in other cases it appeared to be rooted in a simple denial of responsibility or the prioritisation of the father's own needs over those of his family.

As with ad hoc maintenance, there was evidence of a significant symbolic or emotional dimension to payments made directly to children. Fathers were keen to talk about the places they had taken their children and the things they had bought them; as with judgements about paying ad hoc maintenance, this appeared to be

partly motivated by a feeling that their direct contributions represented their close involvement in the children's lives. In addition, there was a sense that the **visibility** of fathers' financial contributions was important to them, something that may have been absent had they made cash payments directly to the parent with care (whether on a formal or more ad hoc basis). This may have been a particular concern during the period immediately following the break-up, when some fathers viewed themselves as solidifying or re-establishing their relationships with their children:

*'Basically I used to spoil them. Once I was told by a man when I went in, "Oh more shoes?". I said "Yes". I don't mind that kind of thing, you know? "The end of the day", I said, "I just want them to have a picture that they had a good time with their father who was there representing and doing the right things for them", you know, so.'*

(Non-resident parent, CS)

Category 3 fathers tended to be those who talked more about the importance of maintaining contact and good relations with the children, rather than the practicalities of providing for their basic needs. This was sometimes associated with a relatively acrimonious relationship between the parents, which may have led to anxiety on the part of the non-resident parent regarding his relationship with the children, particularly where issues of access and contact remained unresolved. In some cases, fathers had opted to make a direct contribution only, in order to ensure that their expenditure benefited the children and not their ex-partners. In some cases this indicated a lack of trust in the ex-partner:

*[Ex] has this money and she doesn't have to, I don't ask her but she doesn't have to account to me what she pays. She could spend it on booze, she doesn't and she doesn't smoke either but she could do whatever she wants with it. She could have a holiday every month and leave the kids in rags.'*

(Non-resident parent, CS)

*'Although you are actually paying for your kids, you are actually giving her the money. And you think why am I giving her the money, it should be for the kids. How do we know that money's goin' on the kids, sort of thing.'*

(Non-resident parent, CS)

Other reasons for choosing direct payments to children only were simple principle ('*why should I pay the money through her?*') or pragmatism ('*I can only pay x amount and I want it to go to the children*'); equally, it could reflect the father's perception that the mother did not need his money, especially if she had a new partner, in which case anger and resentment were also especially likely to play their part.

### 3.1.4 Category 4: Non-payment

In some cases, the absence of any paternal financial contribution for children appeared to be a permanent state of affairs during the pre-CSA period. While anger and acrimony sometimes played a part here, these fathers also tended to be unable

or unmotivated to pay – or both. A weak sense of responsibility for the children or a perceived inability to pay also explained why some mothers did not actively pursue payment following a separation. One mother, for example, said that her ex-partner had been completely uninterested in their children before the split, and that she, therefore, had no expectations of him paying afterwards. Another commented that it did not cross her mind to ask her ex-partner for money following their break-up, as she knew he got paid in cash and always spent his wages quickly – the issue had only occurred to her when she spotted a CSA leaflet in the Post Office. In other cases, mothers had held out little hope of receiving a financial contribution, owing to perceptions that fathers had very little money or irregular earnings. In some cases where fathers were unwilling or unmotivated to pay, the parent with care had approached the CSA relatively quickly following the separation, on the basis of her strong belief that this was the only way she would secure maintenance. In these cases, therefore, the period of non-payment may not have been long in practice, but the parent with care indicated that it would have continued indefinitely in the absence of the CSA's intervention:

*'For as long as he wasn't told legally that he had to pay, he wasn't going to.'*

(Parent with care, MD)

Being unable or unwilling to pay were not the only reasons for permanent or long-term non-payment during the pre-CSA period, however. One non-resident parent, for example, described having taken a decision that it was not necessary to make maintenance arrangements during the pre-CSA period because he and his ex-partner had roughly equal earnings, and the children were resident with each parent for 50 per cent of the time. In another case, the non-resident parent claimed that he had been willing to pay for his children, but that his Asian wife's relatives would not accept this because of a cultural tradition that all involvement between ex-partners should cease at the point of separation.

In other cases, non-payment was a more temporary condition, either preceding or following one of the first three categories of financial arrangement. Where a period of non-payment occurred directly after the separation, this was typically explicable by reference to the numerous changes and transitions that took place at that time. Some parents, for example, had made a conscious decision to delay making any arrangements relating to financial support for the children until some specified point in the separation process, such as when a divorce or CSA assessment had come through. Others had decided to wait until certain issues had been resolved, with or without the intervention of lawyers, such as the division of funds or property, or parenting and contact arrangements.

In some cases where no explicit decision to delay had been taken, various aspects of the complex process of separation appeared to have eclipsed consideration of maintenance for a time. This may have related to the nature of the separation itself, for example, if the parental relationship seemed to have remained undefined for a period, with a possibility of reconciliation. In other cases, issues around contact with children or dealing with a jointly-owned house had taken precedence in the parents'

thoughts and negotiations relating to the separation. There were also some parents who talked about how the trauma and emotion of the break-up had overwhelmed them to the extent that they did not, or could not, think about financial matters straight away:

*'...at the time I just was in so much shock at what was happening, I just wanted him out. I didn't want him to say "well I can't be bothered, I've got to give this money, I've got to stay here", I didn't want that ... I just was in shock over the whole thing really.'*

(Parent with care, MD)

Particularly where violence, severe acrimony or other overriding issues were involved, money may simply not have been at the top of the agenda during the pre-CSA period.

Where a period of non-payment occurred **after** a period of financial contribution, this was the result of non-compliance on the non-resident parent's part. We will come on to talk about the extent to which non-resident parents complied with their pre-CSA financial arrangements later in this chapter.

### 3.1.5 Movement between the categories

Of course, parents' circumstances are fluid rather than static, and it is, therefore, possible for them to move between the categories in our typology during the pre-CSA period. We have already talked about the fact that some parents moved between Category 4 and the other three categories, in varying order, before their first contact with the CSA.

There were also some examples of movement between Categories 1 to 3 during the pre-CSA period. One father we spoke to, for example, had abandoned his formal maintenance arrangements in favour of making payments directly to his children when the parent with care re-partnered. This appeared mainly to be the result of his residual anger rising to the surface. However, there were no examples of parents moving from Categories 2 and 3 into Category 1 during the pre-CSA period, indicating that, as you might expect, one of the key roles of the CSA was to create a formal maintenance arrangement where none had previously existed.

## 3.2 The process of making pre-CSA financial arrangements

Having described the kinds of financial arrangements that separated couples adopted during the pre-CSA period, we now move backwards to look at the processes by which they arrived at these, and the key factors that determined both the type of arrangement adopted, and, where relevant, the level of payment.

### 3.2.1 Whose decision?

While formal maintenance arrangements were sometimes imposed by the court, and others had arisen out of what appeared to be a genuine mutual agreement between a separated couple, there were also cases in which one ex-partner had

clearly taken the lead in determining financial arrangements following the separation. Mothers in Category 1 sometimes talked about the non-resident parent having conducted a calculation of how much he could and/or should pay, and informing her of how and when he would pay this. In some cases, parents with care had agreed to certain terms which, with hindsight, they felt were unfair, and might have contested had they been better informed or under less practical and/or emotional pressure at the time:

*'Looking back I think he kind of bamboozled me because he is very, um, he is very dominating. He is alright but he is dominating, he quashed my confidence.'*

(Parent with care, MD)

Categories 2 and 3 were associated with an even higher level of control on the part of the non-resident parent, and typically some dissatisfaction on the part of the parent with care, with the exception of those who accepted such arrangements on grounds of the non-resident parent's financial difficulties (as already mentioned, such cases were characterised by a good relationship and high level of trust between the parents). In some cases, negotiations and arguments over financial arrangements were ongoing, accompanying irregular and fluctuating payments, and this could be a key source of continuing acrimony between the parents.

Overall, non-resident parents appear to wield a disproportionate amount of power over establishing financial arrangements following a separation, regardless of the type of arrangements adopted. However, we should remember that all the parents in this study had eventually involved the CSA in their negotiations (or become involved through the parent with care going onto benefits). Thus, while we are not in a position to compare these separated couples with those who did not approach the CSA, we might speculate that one reason for involving the CSA in setting maintenance arrangements may be to redress the power imbalance in favour of parents with care. We will come on to look in more detail at reasons for approaching the CSA towards the end of the chapter.

Where third party organisations such as the courts, solicitors or mediation services, had become involved in determining financial arrangements during the pre-CSA period, the result (or intended result) was a formal maintenance arrangement. There was little evidence of friends or family members becoming directly involved in financial negotiations following a separation, although there was one case in which the parent with care's mother had brought her daughter and her ex-partner together in an unsuccessful attempt to help them negotiate a formal maintenance agreement. Friends, acquaintances and family members also exerted an indirect influence on financial arrangements via informal discussions with parents, and there was evidence that mutual support and camaraderie between non-resident fathers could be particularly influential.

### **3.2.2 The decision-making process**

Category 1 parents tended to have established their formal maintenance agreements by means of a relatively purposeful and orderly decision process, sometimes as part

of a divorce or other legal settlement, or privately between themselves. There tended to be an assumption that maintenance would be paid from the outset, and one or both parents had typically been keen to formalise maintenance arrangements quickly, possibly alongside a range of other issues, following the separation. While not all these relationships were without acrimony, and some involved highly emotive issues such as infidelity, formal processes were not typically associated with violence or total estrangement. These parents sometimes talked about wanting to keep things simple and straightforward, and avoid creating more trouble or heartache for themselves or the children – the latter was typically linked to a strong commitment to shared parenthood:

*'I'm what I think everybody calls from the government's point of view a soft target, I just wanted to sort things out for my children. I could have been a bastard but I wasn't, simple as that!'*

(Non-resident parent, MD)

They had differing degrees of success in this regard, and even where both parents were keen to reach an agreement, things had sometimes become drawn-out and messy, because of difficulties reaching a consensus on payment level, or as a result of negotiations on other matters such as contact and parenting, or the division of other monies or property. In some cases, parents who had started out determined to make a formal agreement had ultimately failed, and ended up in a different category of financial arrangements.

With the exception of the aforementioned group of Category 2 parents who had established ad hoc maintenance arrangements on the basis of a mutual agreement, Categories 2 and 3 were typically associated with a lack of agreement between parents, resulting either from a breakdown in negotiations or a failure to start them, and in some cases a lack of willingness, on the part of one parent or both, to communicate about financial matters at all. In the absence of any long-term agreement, therefore, the provision of any financial support for children tended to depend on a combination of the non-resident parent's motivation to pay (or buy) and the parent with care's ability to persuade him to do so on any given occasion.

### **3.2.3 Influencing factors – the pragmatic and the principled**

Parents' views and decisions regarding appropriate financial arrangements following a separation stemmed from a number of considerations, ranging from the practical and pragmatic to the highly principled. Differences of opinion regarding both the appropriate way of structuring these arrangements and the level of payment required reflected both the different factors parents took into account, and the differing levels of importance they assigned to each. The composite of underlying influences on parents' views cut across the different categories of financial arrangements described in Section 3.1.

*Pragmatic: needs and capabilities*

Pragmatic considerations tended to focus on what the children needed (and sometimes what the parent with care needed in order to support the children) and what the non-resident parent was capable of providing. Tension between these two considerations, as well as problems agreeing on respective needs and capabilities, could make it difficult to identify a mutually satisfactory financial agreement. Moreover, those parents who sought to do more than simply 'fight their corner' could struggle to resolve in their own minds what a reasonable and fair agreement might look like, taking into account the needs of all parties involved. This could require a very complex feat of logic, as conveyed by one father we spoke to:

*'They're my children, I should support them, you know, and that's what I tried to do, the best I could. Erm, without taking too much away from myself, because I still had to live and that, although she still had an income coming in and [ex's new partner] had an income coming in...'*

(Non-resident parent, CS)

Such complexities could be exacerbated even further where financial arrangements were seen as inextricably bound-up with other issues, such as contact and relationships. We described in Chapter 2 how some parents with a strong commitment to shared parenthood had made a 'financial sacrifice' in order to maintain good relations within the family. One mother, in seeking to resolve the tension between her children's needs and her recognition of her ex-partner's difficult financial situation, expressed an awareness that demanding too much of **him** might actually lead to adverse effects for **them**:

*'So you then get onto that treadmill of the hardship and, which again impacts on the children, because if he then has hardship, it's going to affect his relationship with the kids, and so nobody really wins.'*

(Parent with care, CS)

The needs and capabilities of the parent with care could also play a part in parents' perceptions of their financial rights and obligations. Where a parent with care was financially well-off, either by means of her own earnings, or because she was receiving money from a new partner or someone else (e.g. a family member), the non-resident parent could see this as mitigating his own obligation to pay, especially if he viewed himself as worse-off in comparison. However, when non-resident parents perceived parents with care to be well-off as a result of re-partnering, their views appeared partly to be the result of negative feelings about the re-partnering, rather than a dispassionate assessment of the parents' respective financial circumstances.

Some non-resident parents had commitments to children from other relationships, who may have been born either before or after the children discussed in their interview. For parents with care, such circumstances inspired a complex merging of the pragmatic and the emotional, and individual mothers had different ways of dealing with this: while some acknowledged the non-resident parent's responsibilities

towards his other children, others appeared less willing to engage with the impact of these additional children on the non-resident parent's responsibilities towards their own.

Other pragmatic factors that were sometimes taken into account in determining appropriate financial arrangements during the pre-CSA period included the amount of time the children were, or would be, spending with each parent, and the things paid for during that time, as well as the broader financial context within which maintenance was arranged. In some cases, it was felt that maintenance arrangements ought to reflect the fact that one parent had got a '*better deal*' than the other at the point of break-up, for example, in terms of the division of a house or other shared funds or property.

#### *Principled: rights and responsibilities*

Some parents drew a very strong link between a father's responsibility to support his children financially, and his right to spend time with them and maintain a close relationship. Predictably, non-resident parents tended to emphasise the 'right' side of this equation, while parents with care stressed the 'responsibility'. Nevertheless, some parents with care – particularly those who placed a high value on shared parenthood – expressed an appreciation of the importance of the children maintaining a good relationship with their father, sometimes independently of the financial contribution he was making, or the state of the relationship between the parents themselves.

On the other side of the equation, some fathers emphasised a similarly strong commitment to the principle of supporting their children financially, again sometimes in spite of a poor relationship with the parent with care. However, it was notable that this commitment could be liable to waver when fathers came to contemplate the prospect of the parent with care re-partnering. A similar reaction was also observable when some non-resident parents were asked whether they would see it as their responsibility to continue paying if they were to have less (or no) contact with the children, for example if the parent with care moved further away.

Some parents with care viewed the non-resident parent as having a responsibility to make a financial contribution to them as well as the children, as a matter of principle. Some of these were mothers who saw themselves as having made a career (and hence financial) sacrifice in order to care for the children:

*'I've sacrificed my career and my time in life so that he could go out and work so he's kept his career, he's all, only going forward and also while I was looking after the house, cooking, cleaning, keeping the kids and only working part time I also gave him time to study further until he got his Masters now in 17 years. He'd been studying so I took most of the responsibility and he has got what he wants today while I'm, I'm starting from scratch now, and I still think £29 is not compensation.'*

(Parent with care, CS)

In these and other cases, mothers sometimes expressed the view that they bore additional responsibilities as a result of acting as the children's '*primary carer*'. In some cases, this concept appeared to relate to the fact that they undertook what they saw as 'basic' caring tasks, such as doing the children's washing, while in others it appeared to be a more nebulous notion, stemming from a general sense that they were ultimately responsible for the children's (emotional) well-being.

Aside from notions of the significance of maintenance, and the rights and responsibilities associated with that concept, some parents felt that the circumstances of their separation had a moral bearing on the financial arrangements that were appropriate post-break-up. For example, while a parent whose ex-partner had (allegedly) committed adultery was unlikely to assert that they had a moral claim to any actual financial benefit on these grounds, they sometimes suggested that the background to their break-up should have lent them extra strength in the post-separation negotiations.

### **3.2.4 How much to pay?**

Where there was an attempt to set up something approaching a formal maintenance arrangement during the pre-CSA phase, the question of how much the non-resident parent ought to pay was also considered against a backdrop of the pragmatic and principled factors parents took into account, and the relative weights they gave these. In practice, parents appeared to take three main factors into consideration – either independently or in combination – when attempting to come up with a figure. These were the:

- non-resident parent's income;
- money required to care for the children;
- cost of specific key items for the children.

Non-resident parents who proposed a figure based solely on their earnings, tended to be those who took a formal and businesslike approach to financial arrangements in general, although there were some cases where such a decision seemed to have been based on a simple, relatively unreflective assumption, perhaps as a result of knowing another father who had calculated his payments in this way.

The second and third factors were typically considered in combination, as an assessment of the children's needs tended to be based on an actual or assumed list of their key requirements, which typically covered food, clothing and shoes, and school-based costs (trips, meals, etc.). For older children, socialising and entertainment costs were sometimes mentioned, and there were some cases where parents had agreed to share the cost of certain key items, such as trips, holidays or school uniforms. There was little evidence that accommodation, transport or bills were perceived to count among key 'child-related' costs, although some fathers were contributing towards these as part of a broader financial settlement, or because it was agreed that the mother simply would not be able to afford them alone (at least during the first phase post-separation, before other financial matters had been

settled). Whether or not they were contributing to these things, fathers tended to draw a distinction between payments that benefited the children only, and those that benefited the parent with care as well, placing greater emphasis on the former, and tending to pay the latter for reasons of necessity, if at all.

Where payment level was determined on the basis of children's needs and/or the cost of specific key items, the amount to be paid could be established in various ways. In some cases, the non-resident parent trusted the parent with care to be honest with him about the cost of things, or had just accepted that he had to rely on her judgement for reasons of practicality. In contrast, some non-resident parents would make an independent judgement on the cost of one or more items, and give the parent with care what he viewed as an appropriate amount. The extent to which negotiation took place on either of these models depended largely on the nature of the parents' relationship, and the extent to which they were generally satisfied with their financial arrangements. Children themselves could also become involved in negotiating the size of payments, particularly where they had a strong interest in the items to be purchased.

Category 1 and 2 parents with care sometimes attempted to negotiate increases in the level of maintenance being paid during the pre-CSA period. One mother, for example, had realised after a time that she simply could not manage on the amount agreed, while another had split up with her new partner during the pre-CSA period and experienced a drop in income as a result. Similarly, some non-resident parents initiated negotiations in an attempt to reduce their payment levels if they were finding it difficult to pay. Other fathers, however, dealt with such circumstances by ceasing to comply with their maintenance agreements – a topic we will come on to explore in detail later in the chapter.

### 3.3 Satisfaction, consistency and compliance

Parents' satisfaction with financial arrangements during the pre-CSA period depended on a range of factors, encompassing all aspects of the type and terms of the arrangement, as well as the pragmatic and principled priorities of the parent concerned.

Unsurprisingly, parents with care who had experienced non-payment had been dissatisfied with this state of affairs, although this had not always led to deep resentment of the non-resident parent, as it was sometimes attributed wholly or partly to the general upheaval in the aftermath of the separation, or even to their own naivety in failing to pursue payment at an early stage. Similarly, mothers whose ex-partners had only made a contribution directly to the children were less satisfied with this arrangement than those who had received some form of maintenance. Though direct contributions might be appreciated, particularly where expectations of the non-resident parent were limited, parents with care tended to discriminate clearly between these and anything resembling adequate maintenance payments, with the latter being valued more highly.

Where maintenance was paid, either on a formal or a more ad hoc basis, the extent to which parents with care were satisfied with their arrangements was primarily associated with their perceptions of what the non-resident parent could afford, as well as how they saw his intentions regarding financial support. Where a parent with care viewed the father as varying payment level and/or frequency in order to assert his bargaining power in their post-separation negotiations, she was likely to express overall dissatisfaction with her maintenance arrangements. The notion of whether the non-resident parent was *'doing what he could'* appeared particularly important, and could have a considerable positive effect on satisfaction, even in cases where the parent with care was struggling financially and would have benefited from a more substantial contribution. Equally, in some cases where parents with care were in a stronger financial position or receiving more substantial contributions, they were nevertheless troubled by the idea that their maintenance payments represented a small proportion of the non-resident parent's income, and were therefore, in principle, less than he ought to have paid.

While fathers whose pre-CSA financial arrangements had been established by the courts were sometimes dissatisfied, those with private arrangements were typically more likely to be satisfied than parents with care. As we have described, non-resident parents tended to exert a disproportionately greater influence over their private financial agreements than parents with care, which could mean both that they were more happy with the outcome, and that they felt more positive as a result of having 'driven' the decision-process. Where fathers did have complaints, these tended to focus on their own difficulties paying, in some cases accompanied by the view that the payment level was unreasonable. Some felt that the level of payment failed to reflect the fact that their children were spending substantial amounts of time in their care, or to take the income of the mother's new partner into account:

*'It's not fair...to be left to pick up the bills when there's another partner involved.'*

(Non-resident parent, MD)

Dissatisfaction on the part of non-resident parents was not exclusively associated with perceptions of unfairness, however. We have already described how some parents appeared to be struggling to resolve in their own minds the tension between the children's needs and their own ability to pay (possibly plus other factors). Thus, a non-resident parent could be unhappy because he had trouble paying, and yet acknowledge that his children needed him to pay, or be unclear as to whether the correct balance between these considerations had been struck or not.

Some fathers also expressed dissatisfaction with their pre-CSA financial arrangements because they felt they had a lack of control over how their money was spent, or could not be sure that it was benefiting the children rather than the parent with care. Category 1 and 2 fathers sometimes felt under pressure to give their children money or buy them things directly in addition to their maintenance payments, and in some cases this had caused them financial problems. This could be a particular issue in cases where the children themselves were applying pressure on fathers to spend. Some fathers who were especially concerned about maintaining good relations with

their children, felt reticent about making the point that they were already paying maintenance, or encouraging their children to ask the parent with care instead.

### 3.3.1 Non-compliance

The extent to which the non-resident parent complied with maintenance arrangements could be a key influence on the satisfaction of Category 1 and 2 parents with care (although the extent to which issues of compliance applied to Category 2 depended on the level of predictability involved). Where the gap between a separation and the first contact with the CSA was at the shorter end of the scale, any significant incident of non-compliance tended to have prompted an approach to the CSA. Where the gap was longer, there were some cases where periods of non-compliance had been resolved during the pre-CSA period, without the CSA becoming involved at that point.

Non-resident parents who had deviated from their initial maintenance agreements had done so for a range of reasons. In some cases, non-compliance was prompted by a problem with access or an occurrence in the wider financial dealings between the parents, such as in one case where a non-resident parent ceased paying maintenance upon discovering that the parent with care had been sub-letting their jointly mortgaged house. Discovering that a parent with care had a new partner was also a key cause of non-compliance, for a combination of pragmatic and emotional reasons. There were also cases where non-resident parents had made spontaneous changes to their payment arrangements as the result of information or advice from a third party. One father, for example, had decided to reduce his payments after being advised to do so by his solicitor, on grounds that his payment level did not reflect the fact that the children stayed with him three nights a week. Another parent with care suspected that her ex-partner had ceased to comply two months after establishing their maintenance arrangements because his friends had told him he was paying too much.

## 3.4 Reasons for approaching the CSA

There were two main ways in which the CSA became involved in parents' financial arrangements: The first was through the parent with care having applied for or being on benefits, and the second was through the parent with care having contacted the CSA to initiate a claim, although the non-resident parent was sometimes involved in this decision.

### 3.4.1 Parents with care on benefits

Benefit claims automatically generate a child support claim, where the claimant has children and is not living with the father, except where there is 'good cause'<sup>7</sup>. The

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<sup>7</sup> 'Good cause' is where a parent with care (who is on benefits) opts out of applying for child maintenance, and it is accepted that there would be a risk of harm or undue distress to the parent with care or to any children living with them if they applied for child maintenance.

CSA, hence, becomes involved in parents' financial arrangements as a result of the parent with care applying for, or being on, benefits (typically Income Support (IS)).

This process was not always clear for both parents with care and non-resident parents. Some parents with care who had clearly become CSA clients as a result of being on benefits were not sure themselves of the reasons why the CSA had got in touch with them. Some non-resident parents thought their ex-partner had initiated the CSA claim through being told to do so, e.g. by a solicitor, hence assuming some external influence, while others thought it was entirely their ex-partner's initiative, and that the reason for the claim was to '*get back at*' them (rather than for example financial need). Other non-resident parents expressed vague awareness of the CSA's involvement being linked to their ex-partner being on benefits, and that her benefits would have been stopped if she had not given the father's name, but either felt they did not really understand the process, or did not quite believe their ex-partner was telling the truth about having had no choice in the matter. The lack of clarity and confusion was exacerbated where the parents had a difficult relationship and there had been breakdowns in communication between them, as there was then less opportunity for them to work out the process together from the information they had been given by the CSA.

### 3.4.2 CSA involvement initiated by the parent with care

Where the child support claim was **not** initiated by the benefits system, the CSA became involved through the parent with care making a claim. In some cases however, this was as a result of a suggestion by the non-resident parent to involve the CSA, or of an agreement between the parents that making financial arrangements through the CSA would be preferable.

In relation to the categories of pre-CSA financial arrangement established above, the reasons for the parent with care making a claim were quite similar across Categories 1 to 3 (where there was either a formal or ad-hoc arrangement for payments to the parent with care or directly to the children). In some of these cases (where there was some sort of arrangement already), the parent with care was not happy with the amount of maintenance being paid by the non-resident parent because she was struggling financially. As mentioned earlier in the chapter, the motivation for trying to increase the amount of maintenance was sometimes based on the certainty that the non-resident parent could afford more than they were paying – in such cases, the primary reason for involving the CSA was not financial need, but rather the principle that the non-resident parent should pay an amount that adequately reflected his salary. The parent with care had either tried to agree a higher amount with the non-resident parent without success, or had not felt able to do so and had seen involving the CSA as the only way to receive a higher amount. As discussed earlier, the non-resident parent's motivation to pay tended to drive the process of pre-CSA financial arrangements, hence involving the CSA could be seen by parents with care as a way to redress the balance of power.

Some parents with care saw involving the CSA as a way to avoid arguing about money with the non-resident parent. As in the case of contact arrangements discussed in Chapter 2, avoiding conflict over financial arrangements was sometimes seen as necessary to achieve a more successful approach to shared parenthood. In some cases, the non-resident parent had threatened to stop complying with the financial arrangement, either suggesting they might move abroad or '*disappear*'. The assumption here was that the CSA was more likely than the parent with care to be able to track them down or to deter them from moving away, thus providing longer-term security of payments. The more extreme situation was where the non-resident parent had simply stopped paying any maintenance; the reasons for this non-compliance were outlined above in Section 3.3.1. This was a breakdown of the formal or ad-hoc arrangement (Categories 1 to 3), and hence, effectively a move to Category 4.

The one issue which applied only where an ad-hoc arrangement had been in place (Categories 2 and 3) was the parent with care struggling financially due to the lack of regularity of the amounts, and hence, seeking a more formal agreement.

Where there had not been any maintenance arrangement in place (Category 4), parents with care involved the CSA because they wanted the non-resident parent to pay maintenance. This move could be triggered by financial necessity, but also by the perception that the non-resident parent could afford it and should be making a financial contribution. The point at which this happened varied, and tended to relate to how long the parent with care was prepared to wait to see if the non-resident parent would make a payment without the involvement of a third party, as in the case of one parent with care, who had been promised money by the non-resident parent, but had lost faith and trust in him keeping to his promises. An approach to the CSA could also relate to a change in the non-resident parent's circumstances, such as starting a job or changing jobs, if the parent with care knew about it and thought it meant higher earnings. Another contributory factor might be a conflict in the relationship between the two parents: one parent with care stated that she had initiated the claim after feeling that the non-resident parent was not giving sufficient attention to their teenage daughter and had treated her badly. Contacting the CSA thus could also become a way to '*get back at*' the non-resident parent, in addition to being a solution to financial problems.

The point at which parents with care decided to contact the CSA varied, as mentioned above. One catalyst for contacting the CSA was being given information about the agency. Sources of information included the media, such as television coverage, as well as relatives and friends.

### **3.4.3 Non-resident parents' perspectives of the reason for the parent with care's claim**

Non-resident parents tended to give quite different reasons why they thought the parent with care had contacted the CSA, in comparison to the reasons given by the parent with care from the same case, as well as in comparison to parents with care as a whole. Although '*getting back at*' the non-resident parent was mentioned as a

contributory factor to involving the CSA by some parents with care, fathers were typically more likely to emphasise a conflict within the relationship as leading to a CSA claim, with feelings that the parent with care was bitter, did not like to see him with a new partner, or wanted to be able to tell everyone that she had been forced to go to the CSA. The likelihood of fathers' viewing CSA involvement as an aggressive move by the parent with care is often related to perceptions of the CSA as being biased towards mothers, rather than being an independent third party. This issue is discussed further in Chapter 5. Another reason identified by fathers, was that parents with care assumed the non-resident parent was earning more than he really was, and were encouraged by friends to try for a higher amount of money.

Some non-resident parents were vague on the process leading to the CSA's involvement, with some fathers thinking this was an automatic or mandatory consequence of a divorce where there were children. This occurred even where there seemed to be regular communication between the two parents, implying that the parent with care may have kept quiet on how the CSA got involved to avoid conflict.

## 3.5 Summary and conclusions

### 3.5.1 Key findings

We identified four categories into which parents with different pre-CSA financial arrangements could be classified:

**Category 1** parents had a formal maintenance agreement and fathers tended to make a substantial financial contribution. There was minimal variation in the level or frequency of payment, and non-resident parents tended not to exert a significant influence over how the money was spent. Arrangements could be imposed by the court, agreed between parents, or primarily 'driven' by the non-resident parent. Formal maintenance arrangements tended to have arisen in a relatively orderly manner, and relationships between these parents were relatively harmonious.

**Category 2** fathers made ad hoc payments and tended to pay less than those in Category 1. Parents in this group varied as to whether they perceived this money as providing for children's basic, everyday needs, or as intended for more 'supplementary' purposes (e.g. entertainment). Some ad hoc maintenance arrangements reflected a father's difficulty in paying, particularly during the initial period post-break-up, and there were some cases where mothers were sympathetic to these pressures. In other cases, fathers had initiated such arrangements as they felt that their payments should be responsive to the children's needs; this approach highlighted the symbolic significance attached to maintenance, as fathers saw the exercise of judgement over children's financial needs as an important way of remaining involved in their lives. Ad hoc maintenance arrangements could cause uncertainty and hardship for parents with care, and sometimes involved fathers using money as a 'bargaining tool' in ongoing disputes, e.g. over access to the children.

**Category 3** fathers only made a financial contribution directly to the children and tended to make a smaller financial contribution than those in Categories 1 and 2. This was sometimes linked to inability to pay, but could also be indicative of a weak sense of financial responsibility towards the children, perhaps coupled with an assumption that it was the parent with care's (or even the state's) responsibility to provide for their basic needs. One particularly attractive aspect of paying money to, or buying things for, the children was that the father's contribution was visible to them – this was also a strong motivator for some Category 1 and 2 fathers to make direct payments over and above their maintenance. Some Category 3 fathers chose only to make direct payments to the children in order to ensure that none of their money benefited the parent with care.

**Category 4** fathers had not made any financial contribution for their children over a certain period either because they were unable or unwilling to pay. Where non-payment was a more temporary condition, it had sometimes resulted from the upheaval of the initial post-separation period, or the fact that other considerations (e.g. contact with the children, emotional trauma) had over-ridden financial concerns for a time. In some cases, parents had made a conscious decision to delay making financial arrangements until a specified point in time, such as a divorce or a CSA assessment coming through.

The financial arrangements adopted by a separated couple were determined by numerous factors including the nature of their relationships with one another and their children, as well as a wide range of pragmatic and principled considerations. Pragmatic considerations tended to focus on what the children needed and what the non-resident parent could afford, and tensions between these could be difficult to resolve. Parents also had varying views about their respective rights and responsibilities concerning financial support for their children, influenced by factors such as their respective financial and family circumstances.

The extent to which parents with care were satisfied or dissatisfied varied according to their perceptions of the non-resident parent's ability to pay, as well as his attitude towards providing financial support for the children (primarily whether he was *'doing what he could'*). Non-resident parents' dissatisfaction sometimes stemmed from a sense that the amount they were paying was unreasonable or had not been calculated on the right basis. Fathers who paid maintenance to the parent with care were also sometimes concerned that their money might not be benefiting the children as they would wish, or that the children did not see or appreciate their contribution. Where fathers became non-compliant, this tended to have been prompted by a specific event, such as a dispute over access, a mother re-partnering, or new advice from a third party.

Where the child support claim had been initiated by the parent with care rather than by the benefit system, the main reason for the claim was the parent with care's dissatisfaction with the amount or regularity of maintenance being paid, or with not receiving any maintenance if the non-resident parent was not paying any. This could be associated with a combination of other factors such as financial difficulties, a

wish to avoid conflict over money with the non-resident parent, the perception that the CSA would be more successful at ensuring compliance and the view that the non-resident parent could afford to pay, or could afford a higher payment level.

### 3.5.2 What could this mean for Maintenance Direct?

Parents' experiences of making and maintaining financial arrangements during the pre-CSA period appear to have significant potential to influence their views and preferences regarding payment methods, both at the point of their initial CSA assessment and beyond. For example, we can speculate that parents who have been satisfied with their private direct payment arrangements pre-CSA, might be especially open to the prospect of using MD once the CSA become involved. Of course, there is a question mark over how many of these parents are likely to become involved with the CSA in the first place – however, there were some in our sample, who had become involved with the CSA for reasons other than problems with compliance: because the parent with care had gone onto benefits, for example, or in order to resolve a disagreement about payment level that occurred where payment arrangements were otherwise working well.

Other parents' views on payment methods might be influenced by negative experiences with direct payment during the pre-CSA period. These could include parents with care who fail to secure any form of maintenance from their ex-partners, or receive payments which they consider to have been inadequate, irregular or unpredictable. Parents with care who experience periods of non-payment during the pre-CSA period could be particularly reluctant to try using MD, on the grounds that they would not feel they could rely on their ex-partners to pay at all – let alone regularly and on time – without the *'back-up'* of substantial CSA involvement.

Non-resident parents were less likely than parents with care to have experienced problems with direct payment in the pre-CSA period, sometimes associating ad hoc or irregular payments with a more positive notion of 'flexibility'. Nevertheless, fathers could still have concerns about MD, for example if their ex-partners had requested increased contributions repeatedly during the pre-CSA period. Ultimately, any parent who experiences significant difficulties negotiating financial arrangements following their separation, or whose relationship with an ex-partner deteriorates due to arguments over finances during that time, may consequently prefer to minimise direct involvement with the ex-partner by opting to use the CS.

We will go on to explore parents' views and preferences regarding payment methods in detail in Chapter 6.



## 4 Financial arrangements post-Child Support Agency

In the previous chapter, we saw the wide range of different financial arrangements that existed between separated parents before they become involved with the CSA. In this chapter, we pick things up from the point of their first contact with the CSA.

This chapter will discuss:

- parents' understanding and views of the way payment levels are calculated – we identify and discuss five key issues which parents felt ought to be taken into account: needs and capabilities; new families; calculating incomes; calculating contact; and dealing with dishonesty;
- the impact of the initial assessment on families, including the results of financial hardship and effects on relationships with ex-partners and children and the reasons why some parents on Maintenance Direct (MD) choose to set their own payment level;
- who complies and why, and the causes and consequences of short- and long-term non-compliance;
- key findings and implications for MD: how do positive and negative experiences of the Collection Service (CS) influence parents' attitudes?

### 4.1 The calculation

While some of the parents we spoke to were well-informed about the way that the Child Support Agency (CSA) calculate maintenance payment levels (and some even mentioned a recent change in the formula), understanding in this area could be patchy, and was in some cases non-existent. While, as you might expect, non-resident parents tended to be better-informed than parents with care, some fathers felt just as much in the dark as mothers with regard to how their payment levels had been arrived at. Highly-educated or professional parents, as well as those who had taken a particularly active approach to making their maintenance arrangements,

tended to have a deeper level of understanding; there was little sign that the CSA itself had been active in offering information on calculation criteria to parents.

Some parents appeared confused about the concept of maintenance underlying the CSA assessment. The female non-resident parent in our sample, for example, described how she had initially thought her maintenance payments would cover items like the children's trainers, but was told by her ex-partner that she ought to pay extra for this, because maintenance was only for 'survival':

*'If she needs a new pair of trainers I give half or she buys them herself I give half and I thought isn't that what the money's for? And he says no it's for their survival what I'm giving.'*

(Non-resident parent, MD)

A male non-resident parent also described how his view differed from his ex-partner's, who thought that maintenance payments were intended to cover **all** the children's costs, rather than just a half.

The way the calculation was actually conducted also caused some misunderstanding and confusion. Some parents talked about it being based on a very complicated formula, which was hard to understand. Others recalled finding CSA statements and leaflets confusing, or having difficulty getting any information from the CSA about how the payment level was determined:

*'They just said there's a um... there's a formula that we use. I said can I see the formula? Can I see that it's all... that what you're doing is correct and for me to understand better? But no, I never got it. I never did get to see the formula.'*

(Non-resident parent, CS)

A lack of understanding was not always attributed to the CSA entirely, however: some parents confessed that they had not been very interested in understanding the nature of the calculation, having been more concerned about the payment level itself.

Parents tended to view the following factors as most likely to be taken into account in the CSA's calculation:

- their incomes (or at least the non-resident parent's income);
- the number of children;
- the relative proportions of time for which each parent cared for the child.

While there was no consensus on the additional factors that were taken into account in practice, parents had strong and varying views about how the calculation **ought** to be conducted to yield the best and fairest outcome. The key issues discussed in this regard were:

- needs and capabilities;
- new families;
- how to calculate incomes;

- how to calculate contact;
- dealing with dishonesty.

We now explore each of these in turn.

#### 4.1.1 Needs and capabilities

In Chapter 3, we described how parents' views on appropriate financial arrangements during the pre-CSA period stemmed from a range of principled and pragmatic factors. The same factors could also be observed to influence their views on the calculation carried out by the CSA, as well as its outcome. Again, striking a balance between the needs of the children and the capabilities of the non-resident parent played a large part in parents' thoughts. On the one hand, the sense that the child's needs ought to be paramount persisted into the post-CSA period, particularly among parents with care, with one even suggesting that child maintenance ought to be established at a set level per child, like Child Benefit, with no regard at all to what the non-resident parent could afford. At the other end of the spectrum, there was a strong feeling among fathers that their wider financial circumstances ought to be taken into account:

*'...it should be proportionate to your absolute means. If things are spiralling out of control, if you've got credit card bills and the rest of it there should be some sort of help there.'*

*(Non-resident parent, CS)*

While there was a lack of consensus over what **was** actually considered as part of the calculation, fathers tended to feel that their major outgoings – food, accommodation, travel expenses, debts, loans, and so on – **should** all be included. They argued that it was not fair to make the assessment without '*looking at the complete picture*', and some felt the CSA had taken far too narrow a view. In extreme cases, fathers expressed the view that the assessment process was heavily skewed in favour of parents with care, and paid little or no regard to the, potentially catastrophic, effects on fathers of an unrealistic assessment. As we will see in Chapter 5, such negative views could be compounded by bad experiences when contacting the CSA.

#### 4.1.2 New families

As with making pre-CSA financial arrangements, parents had varying views on the impact that new family members ought to have when it came to the CSA calculation. Those which caused contention were a:

- new partner of either parent (although new partners of parents with care tended to elicit stronger views);
- new child of the non-resident parent;
- child of the non-resident parent's new partner.

Where the parent with care lived with a new partner, it was typical for her to say that his income should not be taken into account in the calculation. This appeared to stem more from a principled view that it was not the new partner's responsibility to provide for children that were not his, rather than from an explicit argument based on the fact that he was not actually supporting them financially (a similar stance tended to be taken by non-resident parents arguing that **their** new partner's finances should be ignored in the calculation). Non-resident parents typically argued that it was appropriate for the presence of the parent with care's new partner in the household to lead to a reduction in their maintenance payments. This argument tended to work along one or both of the following lines of logic: that the new partner's income was (or was bound to be) benefiting the children, and therefore implied a reduction in their level of financial need; or that the new partner ought to pay for the privilege of having what one non-resident parent described as a *'ready-made family'*. The idea that he might be in some way supporting the new partner in building a life with his children proved particularly unpalatable to some non-resident fathers:

*'Yes you've got to pay some but the difficult thing is in his [a colleague's] situation there's another guy who's now going to play dad to his kids and he hasn't got to pay for that privilege and he gets to see them all week.'*

(Non-resident parent, MD)

Where a non-resident parent had fathered another child with a new partner (or, indeed, a previous partner), the parent with care was sometimes sensitive to the fact that her child should not be at a comparative financial disadvantage. In some cases this inspired a rejection of any suggestion that the existence of his other children should impact on what he paid for hers, while in others the position was more moderate – these mothers tended to avoid coming to a hard conclusion about what should be done if there was not enough money to go round. A third group of mothers were more accepting of the fact that the non-resident parent's commitments to his other children would inevitably have an effect on what he could pay; this view tended to be associated with more harmonious relationships between ex-partners.

Some non-resident parents were also concerned with comparisons between their resident and non-resident children, commenting that, due to their high maintenance assessment, their resident children were actually worse-off than those not living with them:

*'We don't spend anywhere near the amount of money on [resident child] that we actually pay for [non-resident child] a week. We don't spend £50 for [resident child] a week.'*

(Non-resident parent, MD)

In some cases, there appeared to be an implicit suggestion that the resident children had a right to receive **at least** as much financial support as the non-resident ones.

Where a non-resident parent was living with a new partner and her child(ren), parents with care felt strongly that those children should be excluded from the

CSA's calculation, on grounds that the maintenance paid by their own fathers should rule out the need for a contribution from the non-resident parent in question. One mother expressed this view, describing her own situation:

*'My ex...decided to discount his payment to [child's name] because he started living with a woman and a child and I said well that's not fair, she supports him, you are supporting him and his father supports him, so you've got three adults supporting one child, and he is not your child, and you are taking money off your own child who is supported by one adult. That's not fair is it?'*

(Parent with care, MD)

### 4.1.3 Carrying out the calculation

Some differences of opinion between parents concerned not the factors which ought to be taken into account in the CSA calculation, but the **way** in which this should be done.

#### *Calculating income*

CSA calculations are based on an assessment of the non-resident parent's income over a finite period. Some parents with care argued that this was unfair because time-limited changes in income, such as overtime or bonuses, were not taken into account. Thus, they argued, the assessment was based on a lot less than the non-resident parent's 'real' earnings. In some cases, parents with care alleged that non-resident parents had deliberately reduced their hours during the assessment period, with one expressing the view that, for this reason, fathers ought to be assessed without their knowledge (rather than being asked to submit their own payslips). Non-resident parents tended to argue that overtime pay should not be taken into account because it is not guaranteed – although some parents with care argued that, for their ex-partners, it effectively was. One father explained why he saw no reason for his maintenance assessment to take account of his bonuses:

*'If my salary, my annual salary was to increase to be honest I would be on the gain and I would probably adjust it but if I had a one-off bonus then that's my business. If [ex-partner] wins £1000 on the Lottery tomorrow she's not going to share it with me.'*

(Non-resident parent, MD)

In contrast, there were some non-resident parents who acknowledged that an assessment based on their 'core' income might not be the fairest form of calculation. One admitted that he had got a very good deal by not having his overtime included, while another had actually resolved this issue by agreeing with the CSA to base the assessment on an average of his with- and without-overtime pay.

#### *Calculating contact*

In a similar way, while parents tended to agree that it was, in principle, appropriate for the calculation to be adjusted to reflect the amount of time the children spent in the non-resident parent's care, there were varying views on exactly how this should

be done. Some non-resident parents felt that the reduction ought to be more substantial, as it only took into account the basic costs of looking after children, and not any 'extras' (e.g. activities, entertainments) that had to be paid for while they were in their care. Some fathers experienced a tension in their thinking on this subject: for example, while they may have been clear about the fact that they ought to be reimbursed (more) for the time they cared for the children, they also noted the implication that fathers who saw their children **less** would actually pay **more** – in effect, a double loss. Linked to this, some fathers expressed concerns over the possibility that the reduction could actually put them at a disadvantage in terms of contact with the children, as the drop in their payment level could deter mothers from allowing the children to stay with them.

Some parents with care objected to the reduction in maintenance on grounds that it implied that fathers were doing something special, or acting outside their 'normal' role, by looking after their children. There was also a feeling that any reimbursement ought to reflect the way in which the time with the non-resident parent was actually spent – one mother, for example, commented that her ex-partner received a reduction for time when his parents were caring for the child and he was not even present. Another mother highlighted the parent with care's perspective in this complex debate, commenting that a child spending a relatively small amount of time with the non-resident parent has a minimal impact on the parents' respective financial circumstances (as also noted in Ridge, 2005):

*'I don't think they should get discounts for how many nights a week they have them... because most fathers don't have them enough to warrant any change in their food bill or whatever, just for one child one night a week or whatever.'*

(Parent with care, MD)

#### 4.1.4 Dealing with dishonesty

For some parents, a key issue relating to the way in which the CSA makes its maintenance assessments concerned whether or not enough was done to cope with parents' dishonesty. Again, variable earnings were an issue here, with allegations of undeclared overtime and bonuses. The biggest cause of dissatisfaction, however, concerned non-resident parents who were self-employed, as some parents with care felt that it was possible for them to exert a great deal of control over the information they provided, alleging that there were large gaps between their declared and actual earnings:

*'They've completely missed a whole group of people here...they expect people to be honest. Why would they expect people to be honest where money's concerned?'*

(Parent with care, CS)

Some mothers argued that the CSA should do much more to verify the financial information provided by non-resident parents, such as checking mortgage statements and tax bills.

## 4.2 Reassessments

Just as parents tended to be unclear about the factors taken into account in making an initial CSA maintenance assessment, there was a lack of certainty about the kinds of events or changes that might prompt a reassessment of payment level.

There was a feeling among parents that a significant change in the non-resident parent's income or broader financial circumstances (e.g. if he bought a house) might trigger a reassessment, and some parents thought that the same could apply if a new partner or child appeared on the scene. As with the initial calculation, some parents said that they had not really given the possibility of reassessment a great deal of thought, particularly parents with care who were happy, surprised or relieved to be receiving anything at all. Some parents with care had actively resisted the idea of reassessment in order to retain good relations within the family, or to avoid '*rocking the boat*' (this was another example of the 'financial sacrifices' parents with care sometimes made, as described in Chapters 2 and 3). One commented that she knew she ought to be getting more as her ex-partner's income had recently increased, but that she wished there was some way of obtaining a reassessment without him knowing it had been initiated by her. Non-resident parents' attitudes regarding reassessment also varied, with some openly doubting whether they would actually prompt the CSA to reassess them if their income increased. Aside from the view that they would have to stop paying maintenance if they stopped working, there was little evidence that they had considered what action would need to be taken if they became worse-off and found it harder to pay.

One view expressed strongly by some parents with care was that the level of maintenance payments ought to be reassessed as children got older, as the cost of caring for them tends to increase considerably with age:

*'As he's getting older, you know, I do tend to dip in a bit more for like school, like his uniforms, you know, his shoes he needs more, or activities at school, school day trips... I don't know if it's like this year, it just seems to be like, cost me a fortune, whereas when he was a baby it was nappies and just general, you know, but now as he's getting older everything just seems more expensive.'*

(Parent with care, MD)

Of course, this view could also imply that the age of the child(ren) ought to be taken into account when the CSA makes its initial assessment. However, mothers did not tend to talk about it in this context. This could suggest that they thought it **was** taken into account, or that they were simply happy to receive something in the first place, and that the age of the child only became an issue once they began to observe that their assessment was not changing over time.

## 4.3 The impact of the initial assessment

In this section, we look at various ways in which undergoing an initial CSA assessment had impacted on the parents we spoke to.

### 4.3.1 Changing to a formal maintenance arrangement

For the Category 3 and 4 parents discussed in Chapter 3 (i.e. those whose only financial contribution was made directly to their children, or those who were not paying at all), the initial CSA assessment marked the beginning of any form of maintenance arrangement. For Category 2 parents (those who were paying ad hoc maintenance during the pre-CSA period) it put arrangements on a more formal, regular footing, reducing the scope for payments to vary in level and frequency over time. We mentioned in Chapter 3 that one key effect of becoming involved with the CSA can be to redress an imbalance of power between the parents over financial arrangements in favour of the parent with care. It is perhaps not surprising, therefore, to find that mothers tended to view their involvement positively, either because it meant they would begin receiving payments for the first time, or because their payments would become more predictable, making it more feasible for them to budget ahead. However, as we will see later in this chapter, this did not imply that mothers were always happy with the assessment itself; in Chapter 5 we will also come on to discuss their criticisms of the service they received from the CSA.

Mothers who had been approached by the CSA as a result of going onto benefits had more variable views about the CSA's involvement. While those who had been receiving no money from the non-resident parent during the pre-CSA period were sometimes happy to have had the issue of maintenance tackled or sorted out for the first time, the fact that they only received £10 in addition to their benefits meant that the financial impact of the change was minimal (and some had not even noticed it). Other mothers had actually experienced a drop in their overall income as a result of the CSA's involvement, and were, therefore, unhappy about it, particularly if it had also caused tension in their relationships with their ex-partners.

For non-resident parents in Categories 2 to 4, the move towards a formal maintenance agreement was sometimes viewed more negatively, with some interpreting their reduced control over financial arrangements as entailing a loss in terms of a more positive sort of *'flexibility'* (e.g. being able to pay when they could better afford it, or in direct response to the children's (perceived) needs). In Chapter 3, we described how some fathers identified additional disadvantages associated with formal maintenance arrangements: the potential for it to 'distance' them from the family by denying them the chance to assess the children's needs, or reducing their ability to make 'visible' payments directly to children, which some fathers viewed as a key aspect of maintaining good relationships or even of being a *'good father'*.

The fact that a CSA assessment does not include provision for varying payments according to short-term changes in circumstances could be seen as a negative

outcome of CSA involvement by both halves of a separated couple. For parents with care, being unable to enforce an increase in payment level to cover significant one-off costs (e.g. school trips or uniforms), or to reflect a short-term increase in the non-resident parent's income (e.g. overtime pay or bonuses) was, in some cases, a source of difficulty or dissatisfaction. Non-resident parents could also suffer from the lack of scope for reducing payment levels in line with irregular earnings – a feature that had caused significant financial hardship in some cases. The fact that the CSA assessment did not allow for payments to reflect variations in the amount of time the children spent in the father's care, particularly when this increased substantially during holidays, was also viewed as a negative outcome of CSA involvement by some fathers:

*'...if I had the kids when work shut down, I had them for a week, why should I pay the CSA money for them? They're here, I've got to provide for them, I've got to provide a roof for them... You know, I've got to provide bedding for them, I've got to provide food for them, I've got to provide entertainment for them, I've got to provide snacks, you know, everything, and still I've got to take them out and amuse them. You know, which is all costly so why should I pay when I have them for a week? I think that is unfair.'*

(Non-resident parent, CS)

Importantly, payment **method** played a part in parents' thinking about issues of inflexibility in maintenance arrangements. It is in theory possible for parents using MD to agree to increase or reduce payments in response to varying circumstances – the same is true of supplementing payments made via CS. However, the feasibility of doing so in practice depends on a number of factors, including of course the state of the relationship between the separated parents. Moreover, the picture is somewhat different for parents using CS and seeking to instigate temporary **reductions** in payment level, as these cannot be accommodated at all by that payment method. For some parents, this actually provided an incentive for using MD – we will say more about reasons for choosing both payment methods, later in Chapter 6.

### 4.3.2 Changes in payment level

Parents have different expectations regarding payment level when entering into a CSA assessment, and thus, react to the outcome in different ways. In some Category 1 cases, where regular maintenance was already being paid during the pre-CSA period, the CSA assessed that the amount being paid was about right, which was sometimes viewed as justification by non-resident parents who had set the initial level, especially if the parent with care had been arguing for an increase. It was not always the case that the parent who initiated contact with the CSA ended up 'coming out best' from the assessment, which could inspire a degree of schadenfreude:

*'I don't mind paying the money I pay her at the moment... it's a million times less than I was paying her... she thought she was being very clever and smart, basically shot herself in the foot [laughs].'*

(Non-resident parent, MD)

If the CSA assessment represented a larger amount of money than was being paid previously, this could result in serious financial hardship for the non-resident parent. Some fathers recalled being hit with huge CSA bills, particularly if they were deemed to owe a lot of money in arrears payments for the pre-CSA period, and, as we will see in Chapter 5, described how this had caused them to become anxious and depressed, with some even considering suicide. In some cases, fathers said they had thought about giving up work, as it did not seem financially worthwhile given the amounts they were being asked to pay in maintenance. Others spoke of actively avoiding promotion or better-paid jobs, as the resulting increase in their CSA assessment would have left them worse-off overall.

Where the initial assessment implied a drop in payment level, some parents with care also reported suffering severe financial hardship, describing how they relied on maintenance payments for basic supplies such as food, clothes and utility bills:

*'You need your money don't you? You want to be able to sleep at night, you don't want to be worried. Maybe that sounds a bit over dramatic to you. But I think of it as a lot of money, it's not peanuts to me.'*

(Parent with care, CS)

Such situations could be exacerbated in cases where the parent with care felt a strong sense that the children should not suffer at all as a result of the reduction, and aimed to maintain a level of consistency between the pre- and post-CSA periods – and, in some cases, with circumstances pre-break-up too. Some mothers described their feelings about having to ask their ex-partners for money when they were unable to afford certain things:

*'I feel degraded. I feel, like, you know, how could somebody bring children into the world and don't want to give them anything?'*

(Parent with care, CS)

*'I'd rather work my backside off like I do, than, than try and chase him for it.'*

(Parent with care, CS)

As we have already mentioned, parents with care who had been receiving maintenance prior to going onto benefits could experience a significant drop in income as a result of becoming involved with the CSA.

In cases where the income of mothers on benefits had dropped as a result of CSA involvement, both parents viewed this as unfair, and some were confused as to where the additional money being paid by the non-resident parent was going. In some cases, the parent with care had inferred that the reduced payment level must have been the result of non-compliance, and if the non-resident parent was unaware that she was not receiving the full amount he was paying, this could result in considerable tension and confusion. There appeared to be no concept of reimbursing the state among these parents. Some fathers expressed the view that

the parent with care's benefits and their children's maintenance were entirely separate matters, and should be treated as such:

*'One thing is [ex-partner's name] being on benefits and another thing is I'm paying maintenance for my kids.'*

(Non-resident parent, CS)

#### 4.3.3 Impact on paying for 'extras'

Receiving an assessment from the CSA can have an impact on the extra financial contributions fathers make to their children, whether that means making additional payments to the parent with care, or giving money or items directly to the children themselves. In some cases, changes in behaviour around paying for 'extras' stemmed mainly from an increase in payment level compared with the pre-CSA situation, meaning that the father was less able to make an additional contribution. In others, it appeared to be more a matter of principle, a feeling that the CSA had made their assessment of what should be paid, and that the parents should stick to that. In some cases this principled stance appeared genuinely straightforward, while in others there was a sense that it may have been edged with a desire to assert power over the parent with care, particularly if the non-resident parent resented becoming involved with the CSA. Some non-resident fathers said that they had been advised by the CSA to stop paying for 'extras' once their assessment came through.

Some fathers had mixed feelings about paying for 'extras' once their payment level had been set by the CSA. Some who felt that, by rights, they should not make any additional contribution, nevertheless felt a desire to – as one father put it – *'give willingly from my heart'*, or found it difficult to say 'no' when their children asked them for things. Others did not have a problem saying 'no':

*'One time the kids came and they said, um, "Can I go on a trip?", I think it was thirty odd pounds...and I said "Does your mum know about this?" and he says "Yes [she says that] you should pay it because she paid the last time", I said "You know, your mum gets money for you guys every week".'*

(Non-resident parent, CS)

In some cases, the CSA assessment inspired more subtle approaches than simply deciding to pay for 'extras' or not. Some non-resident parents explained how, since becoming involved with the CSA, they felt more comfortable with allowing their additional contributions to vary in response to their own changing financial circumstances, for example if money was tight as a result of moving house. Others had begun discriminating between different categories of additional contribution, for example making the decision only to make extra payments directly to the children. Where fathers were still able and willing to make some limited additional payments to the parent with care, they tended to feel most comfortable about paying for (or sharing the cost of) substantial school-related items, such as trips or uniforms. Some fathers who were not prepared to make any other extra payments were, nevertheless, considering paying to take their children on holiday, something which they viewed as additional to their maintenance responsibilities.

Receiving a CSA assessment could also affect the way that parents with care perceived non-resident parents' additional financial contributions. Some described feeling less comfortable about asking for contributions to one-off costs, and had made their own decisions about restricting their requests to certain sizes or categories of items (again, help with substantial school-related costs were most likely to be requested). In some cases, parents with care who felt embarrassed about asking for 'extras' themselves encouraged their children to ask instead, which could cause tension where the non-resident parent felt uncomfortable with this, being either unable or unwilling to pay, or perceived it to be a tactical move by the parent with care in an ongoing battle over money.

It was notable that accounts of whether or not the non-resident parent paid for 'extras' in addition to regular maintenance, sometimes varied between the two halves of a separated couple, with the non-resident parent tending to make a higher estimation of his additional payments and purchases than the parent with care. In some cases, this was partly the result of certain contributions being invisible to the parent with care, having taken place while she was not present. In others, there was the sense that both parents' estimations of the father's additional contribution could be influenced by their general perceptions of his overall attitude towards, and commitment to, supporting his children financially. If a parent with care viewed her ex-partner as paying his maintenance begrudgingly, for example, she may have been inclined to underestimate his additional contributions. Equally, if he considered himself highly committed to his children's wellbeing in general, he may have taken a rosier view.

#### **4.3.4 Overriding the CSA assessment**

Some parents who were using MD had decided not to follow the CSA's advice but to set their own payment level instead. In some cases, this involved the non-resident parent deciding or agreeing to pay more than the CSA recommendation. One father, for example, who was assessed to make no payments when one of his sons moved from living with him to live with his mother full-time, decided to pay in any case, as he judged this to be the fairest arrangement. Another, who was relatively well-off and had a very strong sense of responsibility for financially supporting his children, expressed the view that, ideally, the CSA assessment ought to be considered a minimum – it was then the responsibility of the parents to agree an operable payment level, on the basis of what the father could afford in addition.

In other MD cases, the parent with care had agreed to accept a lower amount than calculated by the CSA. This tended to occur in cases where the non-resident parent had been given a substantial bill for arrears, and was sometimes due to the parent with care's recognition that the CSA's demands would be difficult for the non-resident parent to meet, and potentially cause him financial hardship:

[the agreed payment level] was less, it was a bit less, yeah. But you know, if his wages weren't that high you know... we just sort of, we wanted to work it out between us so there was no sort of like, I didn't want him to think "oh, she's a money grabbing cow". If I said like "I want 90 quid a week" it'll be totally, totally ridiculous 'cos that, you know, he just can't do it. But we just wanted to work out between us a, a level way of what was fair for both of us.'

(Parent with care, MD)

As indicated earlier in Chapter 2, another key motivator for making a 'financial sacrifice' could be a feeling that it would help maintain good relations between the parents, and particularly between the children and the non-resident parent. One mother commented that agreeing to a lower payment level would '*make me look good in his eyes*', helping keep things stable in terms of his contact with the children. She added that she was lucky to be in a financial position to write off her ex-partner's arrears.

## 4.4 Compliance and non-compliance

In this section, we focus on the impact of becoming involved with the CSA on non-resident parents' compliance with maintenance arrangements, looking at the factors that led to both compliance and non-compliance. The failure of some non-resident parents to comply with their CSA assessment was one of the key sources of difficulty experienced during the post-CSA period. The parents we spoke to also described a range of other practical and administrative problems associated with their involvement with the CSA, which we will come on to discuss in Chapter 5.

### 4.4.1 Influences on compliance

Becoming involved with the CSA had a positive effect on some non-resident parents' compliance. This was sometimes directly related to perceptions of the CSA's enforcement powers: the ability to deduct maintenance from earnings, seize arrears, send the bailiffs round, revoke driving licences, take parents to court and even send them to jail were all mentioned, and could all act as incentives to comply. In addition, some fathers who set particular store by being able to pay by MD, on grounds that they felt this gave them greater independence, flexibility or control, were complying in order to avoid being transferred to CS.

Some parents with care also had a keen awareness of what the CSA could do in cases of non-compliance. Those with personal experience of problems with compliance tended to have a lower estimation of the CSA's powers, and there were signs that their views of the agency's formal powers may have been, to some extent, conflated with their perceptions of the system's inefficiencies.

Some non-resident parents were influenced by an awareness that non-compliance would lead to sanctions, but had a rather vague understanding of what these might be. For example, some fathers who said they had little knowledge of the CSA's specific enforcement powers nevertheless felt that it was not worth resisting

payment, as they would eventually be *'tracked down'*, particularly if they were working:

*'The only way you can do it is leave your job, or if you go part-time but continue working full-time and have the boss pay you cash on the side, which is impossible for me ...the system's there and that's it, it is water tight you have to get on with it.'*

(Non-resident parent, CS)

Some described having been given this impression by other fathers in a similar position. Those who had experienced – or were aware of others experiencing – large bills for arrears appeared particularly wary of attempting to challenge the system in case it might cause problems for them later on.

Some fathers' compliance did not appear to be related to notions of sanctions. For some, the fact that their maintenance arrangements had been made legal or in some sense formalised was sufficient reason for them to pay. Though it was not explicitly stated, it appeared that these fathers' compliance may have been associated with a sense that they were now dealing with the CSA as an independent third party, rather than with their ex-partners, and that this had drained some of the anger and emotion from the situation, reducing their motivation to resist. In other cases, fathers just seemed to feel worn down, and receiving the CSA assessment marked the point where they resigned themselves to paying, even if they continued to disagree with the payment level or the way it had been calculated:

*'I just got told that's the amount, you've got to pay it. I got a letter through and at the bottom of the sheet it says you can take this to court, you can appeal the amount that we've calculated if you don't think it's fair, however if it's on the grounds of... if it's on the grounds that you simply can't afford it then that's too bad 'cause the court won't accept that.'*

(Non-resident parent, CS)

*'One can go on arguing about CSA and how much money and what's fair forever.'*

(Non-resident parent, MD)

And of course, as with the pre-CSA period, compliance could also be connected to genuine feelings of financial responsibility on the part of the non-resident parent and good relationships within the family. As we will see in Chapter 5, there were cases in which the parents' relationship had improved and stabilised as a result of becoming involved with the CSA, because it had taken some of the pressure off the parents themselves, or brought things to a head, and this, in turn, had motivated the non-resident parent to comply. These cases typically involved parents who had a strong commitment to sorting out their financial (and other) arrangements and *'moving on'* following their separation. Some fathers stated explicitly that the cause of their compliance was a feeling that by paying regularly they helped maintain stable and amicable relationships with their ex-partner and non-resident children –

in some cases, their commitment to shared parenthood and good relationships had even led them to accept a maintenance arrangement which they considered unfair, or which caused them to struggle financially.

#### 4.4.2 Causes of non-compliance

While some periods of non-compliance were relatively short-lived, others persisted on an ongoing basis over several weeks or months (or even years). From the data we collected, it appeared that short-term and long-term non-compliance were caused by rather different factors.

##### *Causes of short-term non-compliance*

Relatively short periods of non-compliance were sometimes traceable to specific events, including:

- changing jobs or type of work (e.g. temporary to permanent, steady to casual);
- moving house;
- illness or injury.

In some of these cases, it was clear that the non-resident parent did not perceive himself as having been non-compliant. In the words of one father, it was *'not non-payments, just a late payment'*. In other cases, however, non-resident parents had deliberately stopped paying for a short time, for example while they contested the CSA assessment, or in order to *'claim back'* money following a period where they had looked after the child for more time than usual (e.g. during holidays).

##### *Causes of long-term non-compliance*

Some of the key causes of long-term non-compliance during the post-CSA period were the same as those we described in relation to the pre-CSA period in Chapter 3: problems or disputes relating to access to or contact with children; reactions to re-partnering; advice from third parties such as solicitors or fellow non-resident fathers. In addition, there was some evidence that becoming involved with the CSA could itself have negative effects on compliance. This was associated with cases where non-resident parents resented being *'taken'* to the CSA in the first place, because they saw it as restricting their power or independence, as demeaning or insulting, or as undermining their roles as fathers. Fathers who viewed CSA involvement very negatively sometimes used non-compliance as a weapon against their ex-partners, such as in one case where the non-resident parent felt deep resentment towards the parent with care for – as he saw it – refusing to come to a private financial arrangement, and had, thus, decided to pay double every two months on some occasions if it suited him, rather than the monthly amount prescribed. This father said he suspected that his ex-partner had involved the CSA to try and *'cause hassle'*, and admitted that he would be unlikely to declare it if his income increased.

### 4.4.3 Effects of non-compliance

In Chapter 3, we described the effects of non-payment during the pre-CSA period, while earlier in this chapter we mentioned the problems parents with care could encounter as a result of a drop in payment level. Unsurprisingly, many of the outcomes of non-compliance are similar to these. Mothers described having experienced great anxiety as a result of the non-resident parent's non-compliance. In some cases, they lacked even basic supplies, while continuing to feel responsible for providing consistent financial and emotional support for their children. This could put them under enormous pressure, as one mother described:

*'I can't let her see me in a depressed state because she'll wonder what's the matter and how do I know it's not gonna effect her in later life so I, any depression that does sort of overcome me is at night time when she's gone to bed and I'm worrying well, how am I gonna pay this, how am I gonna pay that? How am I gonna sort of, you know, get her uniform maybe for nursery, things like that.'*

(Parent with care, CS)

Seeing a parent experiencing stress about money, as well as observing a deteriorating relationship between parents, could have serious emotional and psychological implications for children too.

One message which came through very strongly from parents with care was the importance of regularity and timeliness in maintenance payments: for them, what mattered was not just receiving the money, but receiving it at **predictable times** and **on time**. This was a prerequisite of being able to budget ahead, and where mothers were relying on maintenance payments to pay bills or buy basic items, this was absolutely vital. One parent with care, for example, described the knock-on effects of late maintenance payments:

*'I haven't been able to pay a couple of the bills here and there. The bank manager last month was on my back because I'd become overdrawn because I didn't have it... just generally not being able to do things, not being able to eat properly. We have gone through stages where I've hardly had anything in the house to eat other than bread and jam and butter, the normal sort of things.'*

(Parent with care, CS)

Timeliness and regularity were, thus, at the forefront of mothers' thoughts, and so likely to exert a strong influence on many of their views, including those on the subject of payment method, as we will come on to discuss in Chapter 6.

In some cases, parents with care also highlighted the importance of being able to rely on maintenance over the longer term. One mother said that, while everything was running smoothly at the current time, she fully expected there to be a break in payments due to non-compliance when her ex-partner changed jobs (this had happened more than once before; she put it down to his being chaotic and bad at

managing money). Another described how she was trying to save up her payments for the future, as she feared her ex-partner might move to America and stop paying.

## 4.5 Summary and conclusions

### 4.5.1 Key findings

#### *The calculation*

Parents had variable levels of understanding of how the CSA calculates payment levels, with some having very limited knowledge. Some parents had experienced problems accessing comprehensible information on this, while others had taken less of an interest. Those parents who had views on what might be taken into account in making calculations were likely to cite parental incomes (particularly the non-resident parent's); the number of children; and the time children spent with each parent as the key factors considered.

Parents had strong views on what **ought** to be taken into account in calculating levels of maintenance. The main issues discussed were:

- **needs and capabilities** – as in the pre-CSA period, the children's needs and the father's ability to pay were the key considerations here;
- **new families** – again, as in the pre-CSA period, parents' views varied on the extent and nature of the influence that new family members – namely new partners (particularly those of parents with care) and non-resident parents' other children or stepchildren – ought to have over the calculation;
- **how to calculate income** – some parents with care criticised the fact that the CSA assesses fathers' incomes over a finite period, and can, thus, fail to take into account variations such as overtime pay or bonuses, while fathers' views varied on whether these should be considered in the calculation;
- **how to calculate contact** – this was a very complex issue, and there were particular tensions in non-resident parents' thoughts on the matter: they felt that their maintenance payments should be reduced (more) for the time they spent looking after the children, but also recognised that this could imply a 'double loss' for fathers who were not permitted to have their children to stay overnight; some fathers were also concerned that the reduction might act as a disincentive for mothers to allow such arrangements;
- **dealing with dishonesty** – some parents with care felt that the CSA needed to do more to ensure that the information provided by non-resident parents was honest and accurate: in particular some mothers felt it was particularly easy for self-employed fathers to misrepresent their earnings;
- **children's ages** – some parents with care felt strongly that payment levels ought to increase over time, as caring for children becomes more expensive as they get older.

### *The impact of the initial assessment*

Parents with care for whom involvement with the CSA marked the beginning of formal maintenance arrangements, tended to view this as a positive transition. The exception was mothers on benefits, who had sometimes experienced a drop in payment level as a result of the CSA's involvement.

A lack of flexibility to vary payment levels in response to changing needs, capabilities and circumstances could be viewed by both parents as a negative outcome of the CSA's involvement. A particular issue for non-resident parents was the lack of scope allowed by CS for reducing payments during periods when they looked after the children more than usual (e.g. school holidays). Some non-resident parents also resented the CSA's involvement because they felt it reduced their control and flexibility. Like formal maintenance arrangements during the pre-CSA period, some fathers viewed the CSA as distancing them from their children by denying them the chance to assess their needs independently, or to make financial contributions that were visible to them.

Relationships between payment levels pre- and post-CSA could vary and, depending on the outcome, either parent could suffer significant financial hardship as a result. Some fathers felt frustrated by the fact that they could no longer afford to buy things for their children directly (although others became less willing to do so following their CSA assessment), and dynamics between parents concerning additional payments for one-off costs could also change. In cases where the CSA's involvement had resulted from the mother going on to benefits, and where some of the maintenance paid was not being passed on to her, both parents viewed this as unfair.

Some parents using MD had decided to ignore the CSA's calculation and set their own payment level instead.

### *Compliance and non-compliance*

Involvement with the CSA could sometimes have a positive effect on non-resident parents' compliance, either because of perceived enforcement powers, or due to a more general sense that compliance was appropriate once arrangements were made legal or formal by a third party. For other fathers, the effect was more indirect, as CSA involvement had a stabilising effect on relationships within the family, and hence, motivated them to comply.

The key causes of non-compliance tended to be similar to the causes of non-payment in the pre-CSA period, namely: problems or disputes relating to contact with the children; reactions to re-partnering; and advice from third parties, e.g. other non-resident fathers. In addition, in some cases the CSA's involvement had actually had a negative effect on compliance, as some fathers resented being '*taken*' to the CSA, viewing it as insulting or undermining their roles as fathers. Like non-payment in the pre-CSA period, non-compliance could be used as a weapon or '*bargaining tool*' by fathers in ongoing disputes with the parent with care.

Mothers described a range of practical, psychological and emotional difficulties, both for themselves and for children, that could result from non-compliance. Crucially, they also stressed that, for them, compliance was not just a matter of payments arriving, but also of them arriving **at predictable times** and **on time**.

#### 4.5.2 What could this mean for Maintenance Direct?

Parents' experiences of paying and receiving maintenance following their involvement with the CSA could affect their views on payment methods in various ways.

The main issue in terms of promoting MD is how the experiences of those parents using CS might affect their views on a potential change of payment method. Parents who have been generally happy with their experiences of CS – both in terms of their assessment (and any reassessments) and the way that the CSA has dealt with any non-compliance – might, it seems, go either way. On the one hand, they might be reluctant to move away from something that seems to be working well – on the other, they may be swayed, if the relative risks and advantages of MD can be presented to them in a persuasive way.

Negative experiences using CS could also push parents in different directions. Those who are dissatisfied with the payment level calculated by the CSA seem particularly likely to have a strong incentive to move to MD, assuming they believe that they could secure a more favourable payment level by means of a private arrangement (we have seen that, for various reasons, some parents were using MD specifically in order to be able to set their own payment level). The same applies to those who wish to vary their payment level in response to changing needs, capabilities or circumstances, particularly if they want to be able to reduce payments for a short period (e.g. when the children spend a holiday with the non-resident parent), which is not possible with CS. However, parents whose negative experiences relate to the way in which the CSA has dealt with non-compliance may not see this as a reason to move onto MD. Our findings suggest that they are still likely to want the CSA to pursue the non-compliant parent, rather than taking this on themselves, especially if they believe that the CSA's enforcement powers might have a positive effect.

Finally, it is worth bearing in mind the issue of how to keep parents on MD once they are using it. Parents who have problems with setting a payment level, or with compliance, might be inclined to seek additional security or '*back-up*' from the CSA by moving onto CS. In order to dissuade them, the CSA will have to ensure that the right kinds of '*back-up*' are readily available to parents using MD, and that they are fully aware of the support to which they are entitled.



## 5 The experience of the Child Support Agency

The previous chapter focused on parents' experiences of the Child Support Agency (CSA) assessment and the impact this had on their financial circumstances. We are now going to explore parents' experiences of the wider aspects of being involved with the CSA: the type of service they received and their views of the agency.

This chapter will discuss:

- the views of parents on the CSA being involved in the first place, which were influenced by whether the case was as a result of the parent with care being on benefits, or of a claim by the parent with care;
- parents' reports of the service they received and their views on the efficiency of the process, which varied widely;
- the impact of the CSA's involvement on parents' well-being and relationships, bearing in mind their already vulnerable state, following their separation from their ex-partner;
- parents' suggestions for improving the service the CSA provides, which revolved around improving the contact with CSA staff as well as the quality of the information provided;
- how parents' attitudes towards the CSA could affect their attitudes to payment methods.

### 5.1 Views on the involvement of the CSA

As other research has found, our study shows that while mothers' views on the involvement of the CSA varied and could be both positive and negative, it was more typical of fathers to express negative views<sup>8</sup>.

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<sup>8</sup> In a 2000 quantitative survey of CSA clients, parents with care consistently reported higher levels of satisfaction with the CSA service (Wikeley et al., 2001).

Unsurprisingly, views on the involvement of the CSA were influenced by whether the claim had been initiated by the CSA (benefit system cases) or by parents with care. We will, therefore, examine these two different scenarios separately.

### 5.1.1 Benefit system claims

When the claim was initiated by the CSA because the parent with care was on benefits, non-resident parents' feelings about and reactions to the agency's involvement tended to be negative. Fathers did not see why the CSA should be involved, particularly if they were already making a financial contribution and they thought the arrangement was working well. Some believed that this intervention had no benefits for parents and children, and was mainly driven by the government's intention to get as much money out of them as possible. As discussed in Chapter 4, the concept of reimbursing the state was noticeably absent. In the cases where they had been paying maintenance pre-CSA, fathers were unhappy to be seen as a father who does not contribute. The underlying assumption seemed to be that the CSA's role was to deal with cases where the non-resident was refusing to make a financial contribution.

In turn, some parents with care on benefits had felt 'cornered' when the CSA intervened and asked for their ex-partner's details:

*'...it kind of put me on edge thinking well, I've got no choice. I was literally pushed into a corner. If I didn't give the details then they'd take 40% off my benefits and I couldn't afford it so I, I was left with no choice basically so I was a bit uneasy.'*

(Parent with care, Collection Service (CS))

As this type of claim is initiated if the parents do not live together, rather than because they are not in a relationship, it was possible for a parent with care on benefits to be asked to co-operate with the CSA in a maintenance claim even when they were in a relationship (but were simply not living together). A third party intervention in these cases was perceived as particularly inappropriate by parents with care.

As discussed in Chapter 4, the involvement of the CSA could mean that while the non-resident parent was asked to pay more than he had paid in the pre-CSA period, the parent with care was receiving less money than before, as her benefits were reduced accordingly. In these cases, the CSA's involvement could mean greater financial hardship for both parents and greatly influenced parents' (negative) views on the agency's involvement.

On the other hand, some parents with care who received very little or no maintenance pre-CSA, viewed the CSA's intervention positively, as it had resulted in them receiving a guaranteed amount of money, even if it was only the £10 Child Maintenance Premium.

### 5.1.2 Negative attitudes to CSA involvement initiated by the parent with care<sup>9</sup>

Some non-resident parents also reacted negatively to the parent with care having contacted the CSA. The intensity of negative feelings varied, with some fathers expressing concerns or annoyance, and others expressing much more extreme discontent. Some of the concerns revolved around money, with some fathers being worried about the CSA claim leading to a payment level they could not afford, and an expectation that there was nothing they could do if the assessment was unfair:

*'People see them as the big bad man who's coming to take their money away and make them live on the breadline.'*

(Parent with care, CS)

These tended to be fathers whose views on and expectations of the CSA were influenced by *'horror stories'* from the media, as well as colleagues or friends, of large build ups of arrears which resulted in unexpected large amounts to pay. Unfairness to fathers and a bias towards mothers was also associated with the CSA by some non-resident parents, again based on the media:

*'The stories basically...[...] a lot of men working there a lot of them had had experiences and I'd never heard of a good experience basically. I'd always heard that as far as the guys were concerned that they had a rough deal basically.'*

(Non-resident parent, Maintenance Direct (MD))

Stronger negative feelings were associated with fathers' perception that the arrangement already in place was working, in terms of the adequacy of the maintenance level provided as well as their own compliance. In other cases, as mentioned in Chapter 3, non-resident parents thought the parent with care had contacted the CSA because the non-resident parent was earning more than he was, and as he was not, there was no point in initiating the claim to get more money.

Fathers who expressed very strong negative feelings spoke about the shock, anger, or severe embarrassment of having to deal with the CSA, with some feeling insulted, humiliated, used or bullied by the parent with care and the CSA. More extreme reactions could be associated with the parent with care's unwillingness to explore the possibility of trying to reach a voluntary agreement, before involving a third party (although in some of these cases, the parent with care claimed to have tried to do so without obtaining a satisfactory agreement). A key aspect of non-resident parents' perception of the agency was an association of the CSA with the stigma of being a 'bad father' (undeservedly), as the CSA being involved was seen as synonymous with the father refusing to pay maintenance, and, therefore, being an irresponsible

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<sup>9</sup> Note that the negative attitudes described in this section also apply to non-resident parents in benefit cases who mistakenly thought the parent with care had initiated the claim.

parent. This was sometimes, but not always, associated with the strong commitment to the principle of supporting their children financially, identified in Chapter 3. Fathers did not like the implication made by the parent with care and the CSA that they were refusing to pay maintenance, nor did they like others, such as friends or colleagues, to think of them in that way.

Parents with care were sometimes aware of the non-resident parent's feelings about this:

*'Most men like to be a good guy and the whole idea of me contacting the CSA means you're not a good guy because I can't trust you to say you're gonna give me x amount of money.'*

(Parent with care, MD)

The emotional state of the non-resident parent, as well as the nature of his relationship with the ex-partner at the time of the CSA claim, also affected the depth of feeling. Some fathers who were going through a difficult time as a result of the break-up, or who were in conflict with their ex-partner, were more likely to see the CSA claim as a very negative step for the parent with care to have taken, as they saw it as an aggressive move against them, to '*get back*' at them (rather than related to financial need):

*'I didn't think that I should've been reported to the CSA because I've always been there financially for them. You know, I think it was just done out of bitterness.'*

(Non-resident parent, CS)

Some fathers objected to the idea of the involvement of a third party, and saw the CSA's involvement as interference in what should have been private matters.

The ways in which fathers claimed to have been informed about the CSA claim also had an influence on their initial reactions. In some cases, fathers said they first heard about it through their employer who had been contacted by the CSA, either for information about their salary, or to impose a Deduction from Earnings Order (DEO) (even though, in theory, this should only happen if the non-resident parent refuses to provide information). One father described his employer being asked for information as very demeaning: '*I felt as small as an ant*'.

Views on the assessment level, explored in Chapter 4, could be inextricably linked to views on the involvement of the CSA, as what was considered an unfair assessment could exacerbate feelings of anger, as well as initiate them. There were, however, cases where negative perceptions of the CSA's involvement had little to do with the payment level, as even fathers for whom the assessment resulted in a lower payment level compared with the pre-CSA period, were angered and felt bullied by the parent with care. In fact, the lower assessment could exacerbate the feeling of injustice at the involvement of an agency whose primary role was seen as dealing with 'bad fathers'.

As some of the fathers who were angry about the CSA involvement had not paid any maintenance up to that point, this implies that they did not think they should be paying any. Fathers in this situation, however, did not ever explicitly deny responsibility for maintenance<sup>10</sup>. Instead, as described in Chapters 3 and 4, the reasons fathers stated for non-compliance tended to revolve around issues such as conflict over contact, or finding out the parent with care had a new partner.

While predictably, parents with care had more positive feelings about the CSA's involvement, given that they had initiated this and expected it to result in better financial arrangements, some had concerns about the '*hassle*' of having to make a claim, and expected to have a really difficult experience. As with fathers, negative expectations were influenced by '*horror stories*' of the CSA's mismanagement of the assessment process and payment system.

### 5.1.3 Positive attitudes to CSA involvement initiated by the parent with care

Positive feelings about the CSA's involvement were typically associated with cases where the parent with care initiated the claim. This applied to non-resident parents as well as parents with care. Some fathers were pleased that the maintenance arrangements would be formally set out, for example, because it was hoped that this would reduce or even eliminate demands for 'extra' payments on top of the agreed maintenance, which could be frequently made by the mother in the pre-CSA period:

*'Well the second that CSA got involved she stopped hassling me for money. I said there's no difference, there's the money going straight in but [before CSA payments set up] she always wanted more, always wanted more. Oh there's this bill that's come up or there's that that's coming up. [...] [after CSA payments set up] then she couldn't get at me.'*

(Non-resident parent, CS)

Other fathers saw the CSA as helping parents come to a compromise and bridging the gap between them:

*'We just couldn't get any further. When things are that far apart, it wasn't that you could sit round a table and work it out. It had to be a third party and it just seemed sensible that the CSA were brought into it straightaway.'*

(Non-resident parent, MD)

In one case, a father had the particularly altruistic point of view that it was good for his ex-partner to have an agency involved, for recourse if he ever defaulted on payments. Among mothers, the view of the CSA as bridging the gap reflected a wish to keep a good relationship with the ex-partner, sometimes in order to enable him to

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<sup>10</sup> It should be noted that there were very few long-term non-compliant parents in our sample, (as contact details were less likely to be available for them and they were less likely to agree to take part), and therefore we have limited data for this group.

play an active parenting role, the same reason why some parents with care made the claim in the first place (discussed in Chapter 3).

It was also possible for non-resident parents to express a more neutral, or resigned view on the CSA being involved. This tended to be based on an expectation that the CSA would have to be involved because of knowing others in their situation, resulting in slightly grudging acceptance of what was seen as inevitable.

## 5.2 Experiences of CSA involvement

Parents' experience of post-CSA financial arrangements is covered in Chapter 4, hence this section examines experiences of the CSA in terms of the quality of the service provided.

The main aspects of the service, from the point of view of parents, were as follows:

- type and quality of contact with staff (e.g. whether staff were helpful);
- quality of information provided;
- length of assessment process and efficiency (e.g. whether errors were made);
- objectivity (e.g. whether parents felt they were treated fairly).

Experiences of each of these aspects of service varied widely, and parents sometimes had positive experiences of one of these aspects, and negative experiences of another. The positive experiences are discussed first.

Some non-resident parents, who viewed the CSA as being on the mother's side, may have been on the defensive from the start of contact with the CSA. Views on the experience of the CSA thus seemed to sometimes reflect, and be influenced by expectations, but this was not always a straightforward reflection. Some parents were pleasantly surprised and reported a better service than they had expected, and others were shocked by a bad service when they had expected better.

### 5.2.1 Positive experiences of the CSA

Some parents had received a very good service from the CSA, where everything had gone quickly and smoothly without any problems. Some parents with care had received maintenance within three to six weeks after making a claim, and had needed minimal contact with the agency, only for moves or annual reviews of the amount of maintenance. These experiences were reliant on the non-resident parent's co-operation with the CSA. There were also cases where the process had been long and difficult, but parents believed that this was down to the non-resident parent rather than the CSA service, and gave positive feedback on the latter:

*'At the end of the day they're only doing their job aren't they? They're only doing paperwork and stuff. It's like the man that's the problem isn't it?'*

(Parent with care, CS)

Staff were described by parents in both of the above situations as *'very helpful', 'polite', 'understanding', 'professional', 'kind' or 'lovely'*. For example, one parent with care reported that after getting very upset during a telephone discussion with the CSA because of concern over the non-resident parent's non-compliance, she was called back by the person she spoke to who wanted to check she was OK. Another parent with care appreciated that the staff knew her details when she called. While positive views of the CSA were typical of parents who had been happy for the CSA to get involved with their case, there were non-resident parents who had not been happy about the CSA being involved, but had nevertheless found the CSA staff very understanding.

Some parents had not received a very good service overall, but at least identified one member of staff as having been helpful or nice, in contrast to other members of staff:

*'She was so helpful, so that kind of made me feel better about, about them. [...] I did feel it was very bureaucratic really until that last conversation when [...] they were excellent, couldn't do enough to help and I felt as though they were really on my side.'*

(Parent with care, MD)

One non-resident parent in a situation where both parents had a resident child, but the parent with care had nevertheless initiated a claim, had appreciated the staff being understanding about his particular situation, and described the member of staff he had talked to as *'absolutely brilliant'*.

As discussed earlier, given the agency's reputation for inefficiency, having received a good service tended to be associated with surprise or feeling lucky. One parent with care whose claim had been processed quickly talked about being shocked at the speed of the assessment process.

The more positive views on the involvement of the CSA of parents with care, explored above, may also mean that parents with care react more positively to CSA staff, and in turn CSA staff respond in a more positive way, with non-resident parents being stuck in the negative version of this situation.

### **5.2.2 Negative experiences of the CSA**

Negative experiences were described in more detail by parents than positive experiences (as where everything had gone well, there was typically not much to say). Using the aspects of the service outlined above, parents' negative experiences of the CSA are explored in the rest of the section.

It seems that the extent to which parents could distinguish the CSA service from the difficult experience of having to involve a third party to obtain financial support from an ex-partner or being asked for money by a third party, played a part in their views on their experience of the CSA. As described overleaf, the distinction between problems caused by the CSA and problems caused by the non-resident parent, for example delays in payments, was also sometimes hard to make for parents with

care. Both of these issues meant that parents could have had a similar experience of the CSA service, but differed in the extent to which they blamed the CSA for a bad experience.

Reports of negative experiences were sometimes associated with the view that the role of CSA staff is difficult. Some parents mentioned knowing that the staff they spoke to had a high workload, while others had experienced CSA staff being open about having difficulties coping with processing maintenance claims, for example, because of the number of employees off sick and the high number of calls coming in. The view that so many people lie to the CSA that they do not believe you if you tell the truth was also expressed.

### *Type and quality of contact*

Contact with the CSA tended to be by phone or by letter. One of the main difficulties encountered by both mothers and fathers with telephone calls included not being able to get through to any member of staff who could talk to the parent about their case. The reasons for not being able to get through included:

- waiting a long time in the telephone queue;
- being cut off;
- being passed on from one person to another;
- calls not being returned;
- the relevant member of staff not being available or having moved to another team;
- opening hours being restricted to working hours.

These issues, in addition to long security questions, could result in numerous, long, stressful and expensive telephone calls, as these parents rarely spoke to the same person more than once, and kept having to repeat themselves, as it seemed that the information on their case was difficult to access and share:

*'And if you phoned them up you had to go through about six different people to get someone who vaguely knew what you were talking about, it was like sort of banging your head against a brick wall.'*

(Parent with care, MD)

*'You get on the phone and they'd have an hour, you go through all the security codes and the numbers and where you live and what colour socks you got on and all the rest of it.'*

(Non-resident parent, MD)

Once these parents did get through to a member of staff, some felt the service was very impersonal, like talking to 'a robot', or 'a wall'. This feeling was associated with a perception that the staff were not interested in them, or their personal circumstances:

*'I felt as if they couldn't wait to put the phone down and move on to the next person.'*

(Non-resident parent, MD)

*'Here's your reference number [...] not can I have your name please, or your address and things like that. You're a number and that's it, and they treat you, they talk to you as a number, rather than one to one.'*

(Non-resident parent, CS)

Some parents felt the staff were rude or abrupt – one parent with care in particular was offended at the way she was asked 'how many fathers?' about her children, which she saw as cold and judgmental. One father felt he was talked to like a child, and some non-resident parents felt they were being made to feel like a 'bad dad', thus reinforcing initial negative views on the role of the CSA, which was seen as being mainly about dealing with fathers who are unwilling to pay child maintenance.

As for written communication, letters from the CSA were criticised by some non-resident parents in particular as too formal and intimidating. Fathers found the terminology used threatening and offensive, as it suggested they did not care about paying for their children, which felt particularly inappropriate if they had been paying maintenance prior to CSA involvement:

*'The letters can be very formal... [...] It was very like warnings and non payment and if you do that and if you do this and the penalties if you do that. Whereas you know it doesn't have to be like that. Anyone that is of my frame of mind where they're my children, I've got the responsibilities, would be quite willing to pay, know what I mean?'*

(Non-resident parent, MD)

The requests for information in the forms were also problematic, particularly for parents with care who did not know their ex-partner's salary or bank details. Difficulties in obtaining a response to letters written to the CSA, typically questioning the amount of maintenance calculated (which was sometimes due to the letters being lost), was an additional issue for both mothers and fathers (as in the case of calls not being returned). This was particularly frustrating if the parent had spent a long time putting together all the relevant information and writing a very detailed letter or filling in a long form:

*'So you fill it all in and their forms aren't exactly sort of two or three pages long, they're like books. So you send it back and then you get a letter, right, you know, we need the book back. So you phone up, well I've sent it back. Well we haven't got it. So I said it's gotta be there somewhere. [...] they're saying they haven't got it, I'm saying I've sent it and it's just like a tennis match. Well you must have it. No we haven't. You know, it's just phone calls like that that [...] But it's so frustrating when you think it could be in the building, they're hassling me for this form, you filled it in, it's probably in the building somewhere and no one knows where it is. [...] it's just a totally negative conversation, that you're paying for. I mean if they phoned you back it wouldn't be so bad.'*

(Parent with care, MD)

Some parents who were unhappy with the telephone or written contact would have preferred a face-to-face meeting with a member of staff, but those who had tried to arrange this had been unsuccessful, either because there was no one available in their area, or because face-to-face meetings were *'all booked up'*.

#### *Quality of information provided*

In terms of the information provided by the CSA, there were some reports of lack of clarity, in both written and oral communications. Letters from the CSA could be found very difficult to understand, due to the use of legal jargon, and the letter being too long, with the main points or objectives of the letter not always being clearly spelled out or summarised. Sometimes parents who called to query some information in the forms or how the amount of maintenance had been calculated, found that staff could not answer their queries, or did not understand the answers provided. This included parents with care on benefits, who did not feel sufficiently informed about the reasons why they had to provide the father's details and what would happen after they had done this. Similar difficulties could persist even after the father started paying maintenance, for example, parents felt they were not told why they were not receiving the full amount being paid by the non-resident parent, or thought that what they were receiving was what the father was paying. In turn, non-resident parents did not always know that the parent with care was not receiving the full maintenance payment on top of their benefits. This could cause substantial tension between parents, even if the misunderstanding was eventually cleared up, as well as resentment of the CSA.

Contradictory or conflicting information was an issue. Some non-resident parents had received several letters quoting different levels of maintenance or of arrears (including very large amounts which turned out to be errors), sometimes on consecutive days. One non-resident parent claimed to have received 20 letters stating a different level of arrears, from £80 to £2,500. Sometimes a direct debit had been set up and money was leaving the father's account, while he was still receiving letters saying he was not paying. Others called to query a letter they had received and were told to ignore the letter, which could be very confusing:

*'They've proved it now that, you know, when they say one thing and they'll do one thing, and...we don't know...which one to believe really.'*

(Non-resident parent, CS)

Even where the amount might be correct, if this was a large sum because it included arrears, it was sometimes not immediately clear that the arrears were to be paid gradually over a period of time, and to receive such a letter without an adequate explanation could be very traumatic for fathers. The worry and stress could be compounded and prolonged by the difficulties fathers faced when they unsuccessfully tried to contact the CSA to get an explanation. It was also possible for the parent with care to receive an unexpected letter stating a large amount of arrears she owed to her ex-partner, as if it needed to be paid straight away. This could happen if the payment level the non-resident had been paying had been found later by the CSA to be higher than it should have been, which meant that the non-resident parent had made overpayments and was owed money by the parent with care.

#### *Length of assessment process and efficiency*

The assessment process was seen as far too long by some parents, with some cases taking up to a year. Some parents, especially parents with care, felt they had to do all the pushing and calling to move things forward:

*'You'd find out who the person was [who was dealing with it]: she said "I've got it on my pile I'll be doing it shortly." You ring again, it's gone to somebody else. It went from one person to another...I have no idea the logic behind it, I don't even know if I was being told the truth. Then you get through to somebody: "oh I've just started, I'm new and it's going to take me some time to do it." Everything under the sun apart from: "I'm going to sit down and do this." And it was hurtful to me [...] I don't know, you can't help but have this perception of an organisation that is incredibly inept and inefficient.'*

(Non-resident parent, MD)

As well as letters or forms, actual payments could also be lost, or delayed, in-between the non-resident parent making the payment and the parent with care receiving it (where the CS was used), sometimes with the parent with care being told by the CSA that the non-resident parent had not paid. The delays could mean that mothers never received the payment on the same day of the month, which could be very problematic if they were struggling financially and were heavily dependent on the maintenance money. Some of the delays or gaps were caused by the non-resident parent changing jobs, and the CSA taking a while to change the payment arrangement. Additional or larger amounts than expected were also sometimes taken from the non-resident parent's account without explanation, and resolving whether or how the money would be returned could take a long time (and sometimes the money was never returned).

Some fathers were threatened with a DEO when, from their point of view, they had been fully compliant. This could be because the CSA had tried to take amounts from their account earlier than agreed and before their salary was paid in (resulting also in bank charges as there was not enough money), or because it had been agreed that

the CSA would set up a standing order but had not done so. The inefficiency experienced could lead to parents describing the CSA as a *'bloody mess'* or a *'shambles'*.

Some parents claimed to have been discouraged by CSA staff from involving the agency in their financial arrangements, temporarily or permanently, because of the problems the CSA was having with their case. For example, one non-resident parent was asked to pay some maintenance directly to the parent with care while the CSA processed the claim as it was taking a long time (effectively, it seemed, encouraging him to start paying through MD while a CS arrangement was being set up). One mother who contacted the CSA because of a delay in a reassessment (following a change in the ex-partner's job), was told that as she was no longer on benefits she would be better off sorting out the maintenance level, as well as the payments, directly with her ex-partner.

### *Objectivity*

Both parents with care and non-resident parents expressed some reservations about the fairness of the CSA towards them. Non-resident parents could feel that their ex-partner's word was being taken over theirs, and vice-versa, although this perception was more typical among fathers:

*'But they just, all they do is go on one partner who has the child, they can't realise that when you split up you are not always on good terms. Some people split up on bad terms so one really wants the other one to eat sh\*t and get cr\*p and that was me.'*

(Non-resident parent, CS)

Whether maintenance payments had been paid before the CSA was involved and what the level of arrears should be was a particular bone of contention, if a father claimed that he had paid when the mother claimed that he had not. Even when fathers had proof of pre-CSA payments, either through receipts or bank statements, obtaining recognition of these payments could take a long time, or even be unsuccessful if the mother claimed not to have received any money (there were also some cases where the parent with care corroborated the non-resident parent's account, but the CSA still took a long time to acknowledge previous payments in the calculation of arrears).

## 5.3 Impact of CSA involvement on well-being and relationships

This section explores the impact of parents' experience of the CSA on their well-being and their relationships with their ex-partner.

### 5.3.1 Effects of the CSA on parents' well-being

In considering the effects of the CSA on parents' well-being (e.g. on their mental health and stress levels), it is useful to remember that when the CSA got involved

parents tended to be in a vulnerable state, as they were recovering from separation from their ex-partner, and coping with changes in financial, parenting and living arrangements (as discussed in Chapter 2). The extent of vulnerability depended on the length of time since the separation at the point of the CSA's involvement, as well as the nature of the relationship between parents.

### *Positive effects on well-being*

Positive effects on well-being were typically reported by parents with care. As discussed in Chapter 4, the impact of the CSA on financial arrangements could mean maintenance being paid for the first time, or a more regular, or higher amount of maintenance. Where the CSA's involvement resulted in maintenance being paid for the first time, this could significantly ease financial struggle for some parents with care. Where the involvement resulted in a higher payment level, this could also mean that the parent with care's financial situation improved substantially. More regular maintenance, for those who had an ad hoc arrangement pre-CSA, enabled parents with care to plan ahead and manage their budgets. In all of these cases, the involvement of the CSA had resulted in reduced anxiety over money, which in turn had a very positive effect on parents' well-being.

Parents with care also mentioned the CSA processing the claim as making them feel important, or as providing moral support, which was particularly welcome if they were having difficulty recovering from the break-up, or dealing with the non-resident parent over contact or financial arrangements.

### *Negative effects on well-being*

The negative experiences of each aspect of the CSA service discussed above did also have specific effects on well-being. In relation to the contact with staff first of all, the impersonal nature of the contact in particular was found very upsetting by some parents, who felt that their feelings and emotions were not being acknowledged:

*'They're all sort of like mechanical there [...] it is so sort of impersonal [...] You're treating sort of like a really delicate subject and you come off the phone and you know, you want to shoot yourself.'*

(Parent with care, MD)

The numerous calls experienced by some parents, mainly in terms of how many calls they had to make to achieve anything, could also be quite demoralising and stressful. While some parents never had their calls returned, others complained of too many calls – this was where they were being contacted often at work by the CSA, which made them feel harassed. In addition, stress was associated with the lack of clarity of information, including if the forms to fill in were difficult.

A lengthy assessment process could be a source of extra stress, as well as errors in the process, e.g. too high an amount being taken from a non-resident parent's account. This could even lead to suicidal feelings:

*'I nearly decided to call it a day with life. I'd had enough.'*

(Non-resident parent, MD)

For parents with care, a lengthy assessment process or errors in the process could lead to a long period without maintenance, or late or irregular payments, all of which could cause substantial financial hardship. The effects of financial struggles were similar to the effects of non-compliance discussed in Chapter 4: anxiety for the parent with care over how to manage caring for herself and her children.

The loss of payments by the CSA, resulting in '*threatening*' letters accusing non-resident parents of non-compliance, made non-resident parents particularly angry and frustrated. Anger and frustration were also expressed when the CSA was perceived as being one-sided (and typically favouring mothers), particularly by fathers whose pre-CSA payments were denied by the parent with care. As one father explained, he felt '*like wanting to tear the place down*'. Fathers in these cases felt misunderstood and desperate. One father said that dealing with the CSA was one of the worst things he had ever had to do. The high arrears levels in cases where pre-CSA payments were not taken into account could negatively affect fathers' physical and mental health, with some reporting loss of appetite or sleep, and in more extreme cases, suicidal feelings.

The combination of pre-CSA payments not being taken into account, numerous errors in the level of maintenance and arrears, as well as high levels of arrears which fathers had never succeeded in challenging, could make fathers feel as if the system was very unjust. One father felt he got the blame '*every time the CSA f\*\*\* up*' – the intensity of his feelings and the profound negative impact of these experiences were clearly illustrated when, in the course of the interview, he even expressed regret that he had ever had children.

### 5.3.2 Effects of the CSA on relationships

As well as effects on well-being, the involvement of the CSA had an impact on relationships between parents.

#### *Positive effects on relationships*

A key positive impact on relationships was the reduction in tension, and embarrassment, from not having to talk or argue about money. From the non-resident parent's point of view, this could mean not feeling pressured for money by the parent with care, while from the parent with care's point of view, this could mean avoiding arguments about lack of or inadequate payments, or simply not having to deal with the non-resident parent where the relationship was particularly tense. One parent with care described this advantage as:

*'It's a social service as well, not just the money situation.'*

(Parent with care, CS)

The reduction in anxiety of parents with care described above, due to improved financial security, could also mean an improved relationship with the non-resident

parent. For cases where the father was compliant, and both parents were relatively happy with the assessment level, the relationship between the parents was less affected by residual resentment and thus, became more amicable:

*'We never have to argue about money, we don't have to argue about when are you, when are you giving me my money? [...] Well at least this way we don't have to. It's there, done, it's taken over, away from us, there are not arguments there over that so that's it...[...] I think it's improved our relationship [...] He pays what is thought that he should pay me and that's it, it's lovely, over with.'*

(Parent with care, MD)

The positive effects of the CSA's involvement on the parental relationship could, in turn, have a positive impact on contact and parenting arrangements, particularly among parents who had a high level of commitment to shared parenthood.

### *Negative effects on relationships*

In some cases the CSA's involvement had caused very negative effects on relationships. Parents with care on benefits who had not understood the claims process were angry about the lack of information they felt they had been provided, and were shocked when the details of the father were demanded. In turn, some non-resident parents thought that their ex-partner had initiated the claim, and this caused confusion and conflict between the two parents. Then non-resident parents who did not know that the parent with care did not receive the full amount they had paid on top of their benefits, were annoyed when the parent with care asked for extra money. This could exacerbate an already tense relationship, and renew arguments over financial arrangements. In one benefit case, the parents were still together at the time of the claim (without living together), but had later split up, and the parents felt that the CSA's involvement (as a third party being involved in their financial arrangements) had contributed to the separation.

Another key source of tension and animosity between parents was from payments being delayed or lost by the CSA, and the parent with care thinking (and sometimes being told by the CSA) that the non-resident parent had not paid. As one parent expressed, this could '*tear families apart*', leading to the parent with care feeling that the non-resident parent was trying to '*get back*' at her, and the non-resident parent receiving '*verbal abuse*' from the parent with care:

*'It made things so difficult, so tense between everybody because my ex-partner blamed me, I was blaming the CSA, she couldn't get in touch with the CSA.'*

(Non-resident parent, CS)

In one particular case, tension arose and was blamed on the CSA when the parent with care asked for a reassessment but asked the CSA not to tell the non-resident parent. The CSA did so anyway, and the non-resident parent felt the parent with care had gone behind his back, resulting in the parent with care receiving '*verbal abuse*'.

Some parents experienced negative effects of the CSA being involved on their relationship without having experienced actual problems with the service. Even where the parent with care had initiated the claim, the high payment level and large arrears the CSA had calculated, resulted in a parent with care being very concerned about the reaction of the non-resident parent. She had not expected arrears would be requested, and regretted having involved the CSA, because of the negative effect it would have on the relationship with her ex-partner:

*'I was awarded this huge amount of money and thought he's gonna go ballistic...I was dreading it.'*

(Parent with care, MD)

#### 5.4 Suggested improvements to the CSA service

In the interviews, we explored parents' views on how the CSA service could be improved and be more responsive to parents' needs and diverse circumstances.

First of all, in relation to the type of contact with staff, parents advocated a need for face-to-face meetings, which they felt would be less abrupt and impersonal than telephone calls or letters. Non-resident parents in particular wished for more consultation, and would have appreciated a meeting involving their ex-partner to encourage parents to come to an amicable agreement, rather than deal with parents separately. As this is similar to a mediation service, this suggests the CSA could consider providing information about the availability of mediation or even referring parents to this service, which could help parents to come to a private agreement over maintenance arrangements.

Parents who felt that the contact with staff had been very impersonal, emphasised the importance of the CSA being more parent-friendly, understanding, sympathetic, and supportive, with more of a 'human face':

*'Just inform people properly on how to make the payments and not impose like it is a big deal not to do it, and "we'll probably take you to court", try and scare someone off. Just try and be friendly, that's all they need to do.'*

(Non-resident parent, CS)

Parents wanted to be treated on an individual basis, and for their stressful circumstances to be taken into account. They also wanted to deal with only one person, so that they would know the details of their case. This would have made a big difference to some parents, in helping to ensure consistency of advice, and informed and hence, more motivated staff. Parents also wanted opening hours to be extended, particularly if they were working full-time but could not make telephone calls while at work.

Comments on the information provided related to keeping it basic and concise, and clearly summarising and spelling out the main points. It was felt, by non-resident parents in particular, that the CSA approach, including written communication, could be tailored to the father's behaviour, for example by having different levels of

contact. The first contact could be friendly and conciliatory to encourage fathers to co-operate, then contacts could become firmer and more heavy handed if fathers were unwilling to co-operate.

More updates during a long assessment process, to provide reassurances that the claim was being processed, were suggested by parents with care. Both parents with care and non-resident parents emphasised the general need for more accurate information and a more organised process. It was suggested that ensuring CSA staff are less stressed would help, as parents attributed the abrupt and unhelpful service they had received to staff working under considerable pressure:

*'I know that maybe they have their own problems[...] in their own workplace, lots of pressures and stuff [...] if you were in distress you're speaking to somebody who's stressed it's not helpful. You need to be able to talk to somebody and have like a relaxed conversation.'*

(Non-resident parent, MD)

As discussed earlier, the skills and motivation of CSA staff were questioned by some parents, who suggested that greater investment in training and management, as well as better salaries and benefit packages, would help to improve the service parents received.

On a more general level, some parents felt that the CSA as a whole needed to focus on children more – the fact that where parents with care were on benefits only part of the maintenance was passed on, led to an accusation of the CSA being a 'government support agency', rather than a 'child support agency'. These views are supported by other research, which has concluded that a greater focus on children would require the link with Income Support (IS) to be replaced with a link with state payments designated for children instead (such as the Child Tax Credit) (Ridge, 2005).

## 5.5 Summary and conclusions

### 5.5.1 Key findings

#### *Views on the involvement of the CSA*

Although mothers' views on the involvement of the CSA varied, and could be both positive and negative, it was more typical of fathers to express negative views.

In cases where the CSA was involved because the parent with care was on benefits, some parents with care saw it as a means of getting a guaranteed amount of maintenance, even if it was only the £10 Child Maintenance Premium. There were, however, parents who resented the involvement of a third party, both in terms of an external organisation interfering with their personal affairs (particularly resented by non-resident parents who had already been paying maintenance), and in terms of formalising the financial arrangements and the separation, which, for example, couples who were actually still together did not like. Both parents could also resent

the fact that the CSA being involved meant that fathers could end up paying more and the mothers receiving less, as the mother's benefits were reduced in proportion to the maintenance.

Parents with care who had initiated the CSA claim were more likely to be positive, as would be expected, although some of them were concerned that they would have a difficult experience, based on their perception that the CSA was inefficient. Some non-resident parents were pleased that that the maintenance arrangements would be formally set out, or that an external agency would bridge the gap between parents and act as an intermediary. On the other hand, some fathers were concerned that the CSA assessment would be unfair, and that they would be asked to pay more than they could afford. Some were very angry and felt insulted about what they saw as an extreme step for the parent with care to take, which implied that they were a 'bad father', based on an association of the CSA with the father refusing to pay maintenance (particularly galling for those who were already paying what they saw as a fair amount of maintenance).

#### *Experience of CSA involvement and impact on well-being and relationships*

Some parents had received a very good service from the CSA, where everything had gone quickly and smoothly without any problems. Where the process went well, the involvement of the CSA and the resulting maintenance payments thus eased anxiety for parents with care, and could reduce tension and conflict in the relationships between parents.

Negative experiences revolved around the following issues:

- **difficulty contacting staff:** parents had often not been able to get through to any member of staff who could talk to them about their case;
- **impersonal communication:** both the tone of staff on the phone and letters were criticised as being too formal and abrupt, particularly by non-resident parents;
- **unclear information:** staff could not always answer parents' queries, and in benefit system cases, some parents were not sufficiently informed of the process; some parents received numerous contradictory letters quoting different levels of maintenance and arrears;
- **inefficiency:** some parents experienced a really long assessment process, associated with a string of errors made by the CSA, including the loss of information or sometimes even payments, or delays in the payments reaching the parent with care;
- **unfairness:** some fathers in particular viewed the CSA as always being on the mother's side.

The issues above caused extra stress and anger for parents, who were often already in vulnerable emotional states following separation. Some parents, particularly fathers, found their experiences demoralising to the point of feeling suicidal. The

lack of information or delayed payments could cause misunderstandings between parents, and hence, increase conflict and tension.

### **5.5.2 What could this mean for Maintenance Direct?**

As for pre-CSA and post-CSA financial arrangements, the issue for the promotion of MD is to identify how the experiences of the CSA service can influence attitudes towards MD, especially among those currently using CS.

Those on CS who had a positive experience of the CSA, in the same way as speculated in Chapter 4 with regards to successful maintenance payments, could perhaps feel reluctant to change arrangements and 'rock the boat'. On the other hand, particularly if they had a good relationship with their ex-partner, they could feel sufficiently secure and confident that the CSA will be there in case of any problems, to move to MD.

Those on CS with negative experiences of the CSA service could be attracted to MD simply through feeling that the problems they have had are connected to being on CS. This would particularly apply to cases where payments were delayed or lost in between the money leaving the non-resident parent's account and reaching the parent with care. For cases of non-compliance, however, a parent with care who is not having her calls returned by the CSA may not be happy with the service, but may not feel able to confront the non-resident parent directly, and hence, may not be keen to move to MD.

Among those already on MD, some may be missing out on the intermediary aspect of the CSA's role and may not be enjoying having to deal with their ex-partner directly, while others may be finding direct payments a smoother process than they would have done using CS.

It is crucial, therefore, to take into account all aspects of parents' experience and the possible impact these can have on parents' attitudes to different payment methods, which is the focus of the next chapter.



# 6 Payment methods

This chapter focuses on the two payment methods: the Collection Service (CS), and Maintenance Direct (MD).

This chapter will discuss:

- parents' awareness of the choice of methods, and their understanding of the different types, which varied according to the methods they had been using so far as well as type of parent;
- the reasons parents who knew about both types gave for choosing their current payment method (the full range of influences on their attitudes, both explicit and implicit, will be discussed in Chapter 7);
- the profile of MD clients and their experiences of the Child Support Agency (CSA) and of compliance, compared to those on CS – non-resident parents on MD were more likely to be compliant than those on CS, but were also more likely to have had a formal pre-CSA maintenance arrangement;
- parents' views of the two payment methods – the advantages of MD as identified by parents related to the following factors: simplicity, efficiency, privacy, flexibility and improving the relationship between parents;
- parents' ideas for the promotion of MD.

## 6.1 Awareness and understanding of payment methods

Establishing the extent to which parents are aware of the different payment methods and how well they understand them is the first step towards developing an approach to promote the use of MD.

### 6.1.1 Awareness and sources of information

Awareness of the different payment methods varied primarily according to the methods they had used so far. While parents on MD typically knew about CS and the difference between the two, knowledge among parents on CS varied, with only some being aware that maintenance could be paid directly by to the non-resident

parent to the parent with care. This difference in awareness was largely influenced by the circumstances that led to the different payment arrangements. As discussed in more detail below, the use of CS was less likely to be the result of clear decision-making on the part of parents, and seemed, in some cases, to be due to a lack of knowledge about the alternative.

While parents who had not been aware of the other method tended to know which payment method they were using (once the difference was explained to them in the interview), there were both MD and CS cases where parents with care were unsure whether the payment was coming via the CSA, or directly from their ex-partner. Non-resident parents tended to be more likely to be clear on the route their payments took.

Among those who did know about both methods, some had obtained their information from the initial written communications sent by the CSA at the beginning of the claim: forms, letters or booklets. Some parents interpreted the information about payment methods as presenting a clear choice or asking them to state a preference on the initial forms. Others remembered CSA staff telling them about the two methods – these conversations were associated more with finding out about the alternative option at a later stage (a few months or years after the initial claim), typically when there were problems with the payments.

Parents who were aware of the two payment methods had variable levels of understanding. Some parents seemed to understand fully the differences between the two options, and felt that the information provided by the CSA had been very clear. Others knew there was a choice but did not know much about the other option, and sometimes saw theirs as the 'main' or 'normal' method of payment (this view was typically associated with CS). There was some confusion between the **method of transferring** the maintenance from the non-resident parent to the parent with care (that is directly from one parent to the other or via the CSA) and **how** the money was paid (i.e. in cash, by cheque, via standing order or direct debit). For example, MD was associated by some with cash payments. Some parents also equated CS with a Deduction from Earnings Order (DEO) (among those on CS this of course only applied to DEO cases).

There was also some confusion over the role of the CSA within the MD system, in terms of the CSA's intervention in cases of non-compliance, when payments made by the non-resident parent might be late, irregular or lower than the level established by the CSA. Some parents, even if on MD, were unsure as to what the CSA would or could do in these cases. It was sometimes assumed (including by those on MD) that MD meant the CSA was no longer involved in enforcing compliance and collecting arrears. MD was hence sometimes equated as returning to (or retaining) pre-CSA voluntary maintenance arrangements.

Another assumption, associated with those who had been on MD from the start, was that CS entailed an extra charge, which would go to the CSA, described occasionally as an 'admin charge', and as amounting to around £2 or £3 a week.

This misconception seemed linked to the recognition that CS was effectively more work for the CSA than the MD system. It may also have arisen from confusion with a charge imposed by some employers administering Deduction from Earnings Orders.

### 6.1.2 Influences on awareness

As mentioned above, among those on MD, both parties were equally likely to know about CS, as the decision to use MD tended to be a deliberate one. Among those on CS, parents with care were more likely to know about MD than non-resident parents. There were therefore CS cases where the parent with care knew about MD, while her ex-partner was not aware that parents could agree to opt for this payment method.

This may be because parents with care tended to be involved with the CSA at an earlier stage than their ex-partners, and were generally more engaged in the process than non-resident parents (as a natural consequence of being the one to initiate it). Another possible explanation for this difference in awareness might be that CSA staff mention MD to the parent with care first, and only then raise it with the non-resident parent as an option if the parent with care thinks it is a good idea. This approach is promoted to staff in some business units, as mentioned in Chapter 1. As the mother is usually the one who has initiated the claim, she may perhaps be seen as the one who should have more say on the payment method. Parents with care might also be perceived as being more reluctant to opt for MD, and therefore might be seen as requiring more information and reassurances about this option at an early stage in the process, so they can have sufficient time and opportunities to consider this and discuss it with CSA staff. We will come on to say more about the challenges involved in promoting MD to different groups of parents in Chapter 7.

Perhaps surprisingly, the amount of contact with the CSA overall (rather than just at the beginning) did not seem to have any effect on how likely parents were to find out about alternative payment methods. While problems with payments, such as the delays and errors in payment level and arrears described in Chapter 5, sometimes led to CSA staff explaining the MD option, some parents who had experienced quite a few problems with CS payments and had hence been involved in a great deal of contact with the CSA, had never heard of MD.

## 6.2 Reasons for choice of payment methods

Parents had typically been on the same payment method since the start of their involvement with the CSA. Where there had been a change in payment method, this tended to be from CS to MD, although our sample also included one family who had changed in the other direction.

### 6.2.1 Reasons for using the Collection Service

As mentioned above, the routes into CS tended to involve less of a clear decision making process than for MD. The typical reason for being on CS was not being aware of any other payment method, and not remembering having had a choice. Where parents did know about both payment methods and had opted for CS from the start, the decision-making process tended to have been led by the parent with care, without consultation with the non-resident parent. Two key reasons influenced this choice:

- **Fear of non-compliance:** parents with care thought that the non-resident parent would not be compliant (either through lower amounts, irregularity or non-payment), unless a third party was involved, as someone who could be more effective at chasing payments than the parent with care, i.e. an agency the non-resident parent had to answer to:

*'I knew I would get paid if I went through the CSA.'*

(Parent with care, CS)

This view was typically associated with not having received maintenance during the pre-CSA period (Category 4 as defined in Chapter 3)

- **Not wanting contact with their ex-partner:** parents with care who had a difficult relationship with their ex-partners saw CS as requiring less contact with them than MD would:

*'I never even looked at the option [of MD] because all I wanted was them to do it so I didn't have any contact.'*

(Parent with care, CS)

Even mothers who had reasonably good relationships with their ex-partners, and might have been prepared to discuss a range of topics (e.g. contact), made specific reference to not wanting to discuss money directly with them. This reflected a concern that financial discussions might cause arguments, which would in turn have a negative effect on the parental relationship and parents' ability to sustain good contact and parenting arrangements.

It was also possible for parents in benefit cases to know about the choice of methods, from the original written communication. Some of these parents said they would have preferred MD, but were told by the CSA that it was not an option for cases where the parent with care was on benefit (while in reality it is).

There was only one family in our sample that had changed from MD to CS, and therefore we have very limited data to explore the circumstances that might lead to this change. The move had been initiated by the parent with care because, after the initial CSA assessment, she had never received any payments from the non-resident parent, hence this mother had decided to switch to CS hoping that this move would force her ex-partner to comply with the CSA assessment.

As mentioned in Chapter 1, some regional business units encourage their staff to promote MD to parents, while others do not have a promotion strategy. Indeed, in one case, it seemed that CSA staff had tried to discourage a non-resident parent who preferred MD, by emphasising that CS provided a better guarantee that he would have proof of his payments.

### 6.2.2 Reasons for using Maintenance Direct

As discussed, parents on MD typically knew about both payment methods, and were more likely to state clear reasons for choosing MD. The decision-making process could be led by either parent, and sometimes seemed to involve a clear agreement between both parents (unlike the decision to use CS). Where MD had been decided on from the start of the claim, the key reasons for choosing MD were as follows:

- **Simplicity:** some parents saw the involvement of a third party in the payment process as unnecessarily complicated, and hence '*silly*' and '*very long-winded*'.
- **Efficiency:** some parents expected (or were told by the CSA) that CS would entail a delay of payments from when the father paid, to when the mother would receive the payment, and opted for MD to avoid any problems:

*'I thought if they mess up and I don't get my money... because I rely on that money, and I thought: if that system is as bad as the system that they've got now in terms of communication, that would put me in hardship.'*

(Parent with care, MD)

- **Level of flexibility:** some parents opted for MD because it provided them with some flexibility over the amount and timing of payments. This preference tended to be expressed more by fathers, with mothers from these cases having agreed to a lower amount than the CSA assessment. The agreement of mothers was sometimes based on the pragmatic wish described in Chapter 2 to avoid conflict; as well as concerns about the non-resident parent's financial difficulties and the impact these could have on family relationships (discussed in Chapters 3 and 4).

As discussed above, some parents assumed CS automatically entailed a DEO. Fathers saw this as unnecessary, as they were happy to pay, and would have found a DEO embarrassing and humiliating – they hence opted for MD, with the mother's agreement, in order to avoid a DEO. As highlighted earlier, some parents wrongly believed that CS entailed an admin charge, in these cases parents (typically fathers) expressed a preference for MD believing that it would enable them to avoid paying this charge.

All of the reasons above were associated with having a formal pre-CSA maintenance arrangement (Category 1 from Chapter 3) with which they had been largely satisfied, and hence parents with care in these cases did not have concerns about non-compliance. Having a satisfactory pre-CSA arrangement particularly influenced the views of parents on the greater simplicity of MD, as they felt they were already paying or receiving payments directly, and it hence felt illogical to change their system.

Where parents switched from CS to MD, this change was typically related to problems with the former. As discussed in Chapter 5, there were CS cases using direct debit where payments were taken earlier than agreed leading to overdraft bank charges, or taken but not passed on to the parent with care (or passed on with a delay), or taken as arrears when the non-resident parent had been paying pre-CSA maintenance (which was confirmed by his ex-partner, but the money was never returned). Parents in these cases opted for MD in the hope that the payments would become more straightforward and less subject to administration errors:

*'It just seemed cleaner, more straightforward to do it the way it was because my confidence in the CSA had been shaken anyway.'*

(Non-resident parent, MD)

In some of these cases, the CSA had encouraged parents to opt for MD as the solution to problems with CS.

The route to MD could thus be based on what parents perceived as a lack of choice rather than a clear preference, as their preferred method had not proved successful. Some parents with care in these cases still had serious concerns about MD leading to non-compliance.

In one MD case, the parent with care had asked to move to CS after the non-resident parent had made one payment lower than that established by the CSA, but CS had never been successfully set up by the CSA (without the parent with care knowing why), so she had no choice but to stay on MD.

In another case, the non-resident parent had been non-compliant while on CS, the parent with care had been frustrated at the CSA's inability to chase the non-resident parent, and the CSA had suggested that the parents move on to MD. The parent with care had agreed, as CS did not seem to be working anyway, despite the perception that it was unlikely to improve her chance of ensuring compliance.

### **6.2.3 The profile of Collection Service and Maintenance Direct clients**

As suggested by the reasons for choosing MD, parents who had been on MD from the start were more likely to have had a formal pre-CSA maintenance arrangement than CS clients (Category 1 from Chapter 3). The circumstances of MD clients were therefore very similar to those of parents who had had formal pre-CSA arrangements. The parental relationship among MD users tended to be at the amicable end of the scale, and fathers were in a strong financial position and likely to adhere to strong principles around the duty to provide for their children, and maintain successful parenting. As well as the mother's confidence in her ex-partner's willingness to comply, another influencing factor may be CSA staff's decisions about the kind of information about payment methods that might be provided (or not provided) to parents in different circumstances. If some CSA staff discriminate in who they tell about MD, and target cases where there seems to be a more amicable relationship, this could potentially influence differences in the profiles of MD and CS clients. The

extent to which this happens, if at all, is not clear, as staff were not included in the study.

Where the use of MD was as a result of a move from CS, there was less difference in the profile of MD and CS clients. As the change tended to be due to CS not working (generally through CSA inefficiency), the move to MD was less of a choice and less likely to be linked to the confidence of the mother in the compliance of the father. Some parents with informal or no pre-CSA maintenance arrangements, with which the mother was dissatisfied, thus ended up on MD, through necessity rather than choice.

### 6.3 Experiences of payment methods

Parents' experiences of and relationships with the CSA, as well as compliance, predictably varied according to the payment method they were using.

#### 6.3.1 Experiences of CSA

For those who were on MD from the start, the main period of contact with the CSA was the initial assessment (unlike CS cases, where there was more likely to be ongoing contact). Some MD clients also reported regular reassessments (described by some as annual), taking into account any changes in the salary of the non-resident parent, as well as any children reaching the ineligible age. Others had not had any contact with the CSA since the initial assessment. Some parents (both mothers and fathers) would have liked a reassessment but were refraining from asking for one. This tended to be either to avoid conflict with their ex-partner, or because they had experienced problems with the initial assessment or the CSA service, and were concerned that re-engaging with the agency would be stressful and cause them hassle.

Hence while parents were on MD, they did not experience the payment errors or delays associated with CSA inefficiency described in Chapter 5, as these only occurred within CS. Where parents who had been on MD from the start reported a bad service, this was linked more with the assessment period or with reassessments (such as a delay or an error in the (re)assessment, difficulty contacting the CSA, or rude or abrupt members of staff).

The way MD clients perceived their relationship with the CSA varied widely. Some parents, who had always been on MD, felt that they had never really been involved with the CSA, as they saw the CSA's main role as managing the payments (rather than simply the initial assessment). Some of those parents for whom CS had never worked also had the same perception, as the CSA had never collected any payments. Other parents, especially if they were having regular reassessments initiated by the CSA, saw the agency as being very much 'in the background', and able to step in if needed by either parent, for example in cases of non-compliance or changes in financial circumstances.

### 6.3.2 Experiences of compliance

Non-resident parents on MD were more likely to be compliant than those on CS, as would be expected considering their typical payment history of formal arrangements prior to the CSA claim.

Where the maintenance level was lower than the CSA assessment, this tended to have been agreed between parents (and the possibility of agreeing a lower amount was a reason for choosing MD in the first place). In some cases, payments had been late or irregular, but had not led to the parent with care contacting the CSA about it. Sometimes this was because these were former CS users who had had a very negative experience of the CSA and had lost hope in the agency's ability to chase the non-resident parent about it. In other cases, the parent with care was tolerant towards some late payments, as she knew this was not the norm and was confident that overall the non-resident parent would be compliant.

## 6.4 Views of payment methods

Parents who had been aware of both payment methods for some time tended to have formed views on which was better, and these reflected the reasons for parents' choice of payment method discussed above. Among those who did not know about the alternatives, some parents were nevertheless able to engage with them and express a view, once the interviewer had explained the options.

Some parents had experienced many problems with maintenance unrelated to payment method, such as never having had an assessment level they were happy with (both parents), or not having received any money despite having tried both payment methods (parents with care). In these cases, the payment method could feel irrelevant, as either it was not seen as helping in solving such issues, or it felt impossible for them to consider which payment method might be more appropriate before these issues were solved.

Parents could sometimes identify both advantages and disadvantages of each payment method. It is worth remembering, however, that some views were associated with the misconceptions described above, such as equating CS with Deduction from Earnings Orders, or MD with cash payments.

### 6.4.1 Positive views of the Collection Service

While positive views of CS were reported by both MD and CS users, predictably they tended to be mentioned mainly by parents currently on CS, particularly mothers, or by those who had moved to MD because CS had not been successfully set up (but who would still have preferred to be on CS).

#### *Ensuring compliance*

Parents with care sometimes felt that having a third party involved was essential for the non-resident parent to be compliant. This was because they thought the non-

resident parent would be more likely to respond to the CSA's authority than to requests from the parent with care. If CS was not used and without the ongoing involvement of the CSA, mothers feared the non-resident parent would not pay at all, or would pay less, or late, and that the payments would depend on how well they were getting on:

*'I know, if he had a tantrum, he just wouldn't pay me one month. [...] He'd just say "I can't afford it this month. Can I give you half now, and...?" and before you know it he's given you half for three months and you've lost track of what he owes you.'*

(Parent with care, CS)

For mothers currently on CS, or who were on MD because CS had not worked, this view was associated with a lack of pre-CSA maintenance payments (Category 4 in Chapter 3), and was the reason they had contacted the CSA in the first place. One parent with care on MD saw CS as implying a Deduction from Earnings Order and this was the main reason she perceived CS payments as 'guaranteed'. Mothers who had been on MD from the start also considered one of the advantages of CS to be its potential to ensure compliance in cases where fathers might not be so committed to making a financial contribution, and where mothers were heavily dependent on maintenance, although this was not typically something that applied to their case, as they tended to be happy with their financial arrangements (both in the pre- and post-CSA periods). Non-resident parents also expressed the view that having a third party involved could help ensure compliance, although it was typically in reference to other fathers, rather than themselves:

*'Obviously that's [MD] not going to work for everyone because some people need some sort of authority to wave a stick at them.'*

(Non-resident parent, CS)

Some parents, both mothers and fathers, hence preferred the idea of an arrangement which felt more '*legal*' and followed laid down rules which could not be disputed, in comparison to the flexibility associated with MD. Some parents with care on CS also assumed that MD would mean that there would not be any reassessments, and that they would hence lose out if the non-resident parent's salary increased.

### *Intermediary role*

Both mothers and fathers appreciated the intermediary role that the CSA could play. Some parents viewed the CSA as providing a '*buffer*' between them and their ex-partners, and viewed this favourably. This view was expressed by one parent with care on MD, who would have liked to move on to CS but had experienced difficulties setting it up:

*'We've still got this sort of link...I'd rather cut every other tie other than [daughter] herself.'*

(Parent with care, MD)

Both mothers and fathers expressed concern about MD leading to disagreements over the maintenance (some thought MD involved agreeing on a new payment level rather than follow the CSA assessment), and the negative effect this would have on their relationship. As well as concern around the financial consequences of non-compliance, parents with care were also worried about the ensuing friction from having to chase the non-resident parent themselves:

*'I'd rather do it through the CSA otherwise I don't think I'd see anything and it would be hassle and I don't want hassle to come between us because at the moment things are nice and I don't want money to come between us and make things not nice. [...] If there is a problem, I don't confront [ex-partner] about it, I confront the CSA.'*

(Parent with care, CS)

These concerns were related to the wish to avoid conflict, in order to maintain successful contact and parenting arrangements.

Some non-resident parents were in turn concerned that any late payments would lead to 'abuse' from their ex-partner, which they felt would be less likely to happen on CS as they saw the regularity of CS payments being more the responsibility of the CSA, rather than the non-resident parent (even though other fathers reported feeling harassed by their ex-partner while on CS rather than MD, in cases where the CSA had lost or delayed payments made by the father).

Some fathers said they preferred not to have to pay their partners as they saw paying directly as the money going to her rather than the children. Mothers also felt that paying through the CSA made the arrangement more associated with the children, and helped to deflect the resentment associated with having to pay maintenance away from themselves. CS hence took on a symbolic value of being more associated with providing for children, even though fathers knew that the outcome (the mother receiving the payments) was the same.

Some fathers on Deduction from Earning Orders saw CS as taking the pressure off them, as they did not have to sort out payments themselves.

### *Proof of payment*

Some parents were concerned that it would not be possible to obtain adequate proof of payment on MD. This was an issue in cases where the relationship between the parents lacked trust, and there was believed to be a risk that fathers could stop their payments and then deny not having paid if the CSA got involved again, or that the mother could claim that the father had not paid when in fact he had. Either of these occurrences could result in a situation where it was one parent's word against the other's, and could therefore prove impossible to resolve without satisfactory proof of payment. This was sometimes associated with having experienced such difficulties in relation to pre-CSA arrangements. The view that MD would not allow parents to obtain such proof was sometimes associated with the perception that MD equated to cash payments. However, some parents were also concerned about the

extent to which anything other than the CSA's own records (e.g. bank statements) would be accepted as proof. In contrast, CS was seen as guaranteeing proof of payment.

### 6.4.2 Positive views of Maintenance Direct

Predictably, the advantages of MD were typically highlighted by those currently using it and by those on CS, particularly non-resident parents, who had not previously heard of MD (as those on CS who did know about MD had decided against it).

#### *Simplicity and efficiency*

Reflecting the original reasons for choosing MD, parents who had been on MD from the start as well as some parents currently on CS saw the involvement of a third party as an unnecessary complication. For these parents, it was more straightforward and easy to pay or receive payments directly, as well as less stressful.

For those who had moved on from CS due to difficulties with CS payments getting lost and delayed (and where the father was compliant), there was now nowhere for payments to '*get lost in-between*', and MD was seen as a more reliable record of payments (the opposite view to the one discussed above on CSA records being more secure). Parents in these cases were getting their payments sooner, and more regularly than when they were using CS. The difficulties with CS had caused a lack of trust in CSA efficiency.

If there was a problem, parents found out straight away rather than having to attempt contact with the CSA and wait for information. Dealing with any problems with payments while on MD was also seen as more straightforward, even by parents with care:

*'If it changes or stops I know who to contact.'*

(Parent with care, MD)

Non-resident parents who thought CS was the same as a DEO thought MD would avoid the complications which resulted from changing their job, as well as avoiding the charge made by employers for a DEO. Those who thought that using CS entailed an administration charge preferred MD for the same reason.

#### *Privacy*

Parents on MD, as well as parents on CS who wanted to be on MD, highlighted the privacy of the arrangement when the CSA is not involved. This view was held particularly by non-resident parents (where their ex-partner was concerned about non-compliance and had hence insisted on using CS):

*'This way [CS] you've got everyone knowing your business and it's not very nice people invading into your private life, what you're doing and how you're doing it, minding every little step.'*

(Non-resident parent, CS)

The notion of privacy was sometimes associated with independence, and fathers wanting to be free to take up their responsibilities rather than be forced to do so:

*'This is your kids and if you've got to pay for them you want to be a man and step up and pay for them, you don't want to be paying via nobody else.'*

(Non-resident parent, CS)

### *Flexibility*

Fathers could highlight the flexibility of MD in comparison to CS, enabling fathers to vary their payments depending on their financial circumstances, if for example they worked a different number of shifts every week, or depending on the needs of mothers. Fathers sometimes described this advantage in terms of *'having control'* rather than flexibility. Some non-resident parents thought their ex-partner would be more amenable to a lower amount, or late payments, than the CSA – this view was likely to be associated with a relatively amicable relationship. Although they were less likely than fathers to see flexibility as a positive aspect of MD, it was possible for parents with care whose experience of their ex-partner's compliance was relatively positive to also see some advantages to variability in payments, depending on the father's financial circumstances or the needs of mothers:

*'With the CSA it was definite, it had to be paid in on X amount a day, but this way we've got leeway, either of us, I mean I could say to him 'look, I need some money, can you pay me a month up front or something and he'd do it.'*

(Parent with care, MD)

### *Improving the relationship*

MD was seen by some parents as a more amicable way to pay and receive payments. In this case, the informality of MD was seen as a positive aspect (rather than as a negative aspect as discussed earlier), making the process more personal and *'civil'*, and helping to take away the animosity associated with relationship break-ups, and helping to *'build a bridge'*. In this context, CS was hence seen as a more *'extreme'* payment method, associated with a lack of trust. This was sometimes associated with the confusion between CS and a Deduction from Earnings Order and seeing the latter as too *'official'* or excessive for their case.

Non-resident parents felt that using MD indicated a level of trust and respect between the parents, with the mother viewing the father as responsible and prepared to pay voluntarily, hence encouraging a good relationship, as explained by these fathers:

*[MD] might bring trust back to the surface. You might start trusting that person, and you might say: yes we didn't get on, we got divorced, we had fights, but this person does love his daughter or his son...I have to give him a chance to do that.'*

(Non-resident parent, MD)

*'I think if you're saying to your[...] ex-partner, here's some money I'm giving it to you directly it's "I trust you with that money". [...] it's saying this is me giving you money for my children, spend it well. It's not I'm giving it to these people because they tell me I have to and then they can give it to you. [...] And I think it allows parents to enjoy their children more when they realise they both have the same aims: I want the best for my children that's why I give you my money.'*

(Non-resident parent, MD)

For some fathers on MD who paid by cash, this entailed regular visits to the ex-partner and their family, which meant regular contact with their children. For these fathers, the association of MD with cash payments was a positive aspect, closely linked with their contact with their children.

Another way MD was seen as potentially helping the relationship was the advantage of the process being more transparent, with non-resident parents on MD appreciating that the parent with care was able to see who the money was coming from, and they knew exactly how much the parent with care was getting. The latter view was associated with a suspicion (despite not being a benefit case) that the full payments would not have reached the parent with care, and that the CSA might 'take a cut'.

In addition, MD could be seen by both parents as leading to less involvement with, or 'harassment' from, the CSA than CS. For one father in particular, this meant the process was more 'humane' and 'dignified', and less demeaning for him (based on the stigma associated with CSA involvement, described in Chapter 5). For one parent with care, this meant that the non-resident parent would be less aggressive.

## 6.5 Promotion of MD

Parents made some suggestions on the ways in which MD could be improved and promoted. These suggestions will feed into the skeleton promotional strategy developed in Chapter 7.

### 6.5.1 Suggested improvements to MD

The suggested improvements to MD, typically mentioned by parents using CS, reflected the main concern about this payment method: namely the risk of non-compliance.

Both non-resident parents and parents with care thought the CSA should obtain feedback from parents using MD on whether the payments were being made, through regular checks at quarterly or biannual intervals. In cases of non-compliance,

the additional step of enforcing a penalty on top of the arrears was also suggested, as was a move straight to a Deduction from Earnings Order. This was felt to be a greater deterrent to potential non-compliant fathers. Some parents with care also wanted a guarantee that arrears would be chased by the CSA on their behalf, as on CS.

### 6.5.2 Promotion of MD

Parents mentioned a wide variety of ways in which MD could be promoted. A keen preference, reflecting the overall views on CSA contact in Chapter 5, was for a face-to-face meeting with both parents together, so questions about MD could be asked and answered during the meeting, and a mediator would be present in case the parents did not get on well. The parents could then work out the advantages and disadvantages together, and decide on what was best for them.

The main other medium mentioned was written communication, in the form of leaflets or letters. The need for the use of plain language and the avoidance of jargon was emphasised, with a preference for a question and answer format, and quotes based on other parents' experiences. Some parents mentioned highlighting the fact that those who are concerned about having contact with their ex-partner should be reassured that, as the payment can be arranged through a standing order, MD does not necessarily require this contact. Parents who thought that MD could improve relationships in the ways discussed above suggested that promotions for MD could emphasise its potential for encouraging parental communication and improving the parental relationship.

In terms of the point in time at which the CSA should promote MD, some parents thought that waiting until after the assessment level had been agreed would be best, as the focus of their concerns tended to first be the payment level. Once this aspect was sorted out, parents could then concentrate on payment method options. Other parents thought that interest in MD might increase with time as the relationship between parents might improve, resulting in a more trusting relationship a few months (or a few years) after the break-up than around the time of the CSA claim, when the relationship was more likely to be acrimonious.

As for sources of information, some parents thought that solicitors (as well as the CSA) could provide information on different payment methods. As well as the media, the following locations for the provision of leaflets on MD were also suggested, as typical places to obtain information, or as places people spent time in, either waiting for appointments, or socialising:

- Jobcentre Plus/benefit offices;
- Citizen's Advice Bureau offices;
- libraries;
- surgeries and hospitals;
- schools;

- post offices;
- churches;
- pubs;
- gyms;
- betting shops.

## 6.6 Summary and conclusions

In this chapter, we have reviewed parents' awareness, understanding and views of the two payment methods, as well as their suggestions for the promotion of MD.

MD clients typically knew about both payment methods, while some CS clients had never heard of MD. Parents' views of the two payments methods, even if they had not previously heard of MD, closely reflected the reasons stated by parents (who were aware of both methods) for choosing their current payment method.

Both MD and CS clients expressed positive views about MD. Its main advantages were seen as greater simplicity and efficiency, as well as flexibility. Not having a third party was also seen as ensuring privacy, and the associated informality was thought to have a potentially positive effect on the relationship between parents. For some parents, however, being on MD was not perceived as a choice, but a consequence of having experienced repeated problems with CS payments.

A key advantage of CS, expressed typically by CS clients, was its capacity for ensuring compliance, as some parents thought the presence of a third party was necessary for fathers to pay. Predictably this view was typically expressed by parents with care; while it was also shared by some non-resident parents, it was mainly in relation to other fathers rather than themselves. Parents could also appreciate the intermediary role of the CSA, requiring less contact with their ex-partner (particularly if the relationship was difficult), and saw CS as providing more guarantee of a secure record of whether payments had been made.

Parents tended to fall into five key groups in terms of awareness and views of payment methods:

- **CS clients unaware of MD:** some CS clients, particularly fathers, had never heard of MD, even if they had experienced problems with CS and had regular contact with the CSA;
- **CS clients positive about MD:** some CS clients knew about MD, and wanted to change, but had not been able to (particularly non-resident parents whose ex-partner did not want to change);
- **CS clients negative about MD:** some CS clients knew about MD, but did not like the idea of direct payments, particularly parents with care who had concerns about the risk of non-compliance (based on not having received payments before the CSA claim and a difficult relationship);

- **MD clients positive about MD:** some MD clients, both parents with care and non-resident parents, were very positive about MD, especially if it had been a clear choice from the start, following a formal pre-CSA arrangement;
- **MD clients negative about MD:** some MD clients could be negative about MD, especially those who had moved onto MD because of problems with CS rather than MD being their first choice.

Raising awareness is, therefore, a clear starting point for increasing the take up of MD, as it seems some CS clients would be keen to consider changing method if they knew more about it. Clarifying the way MD works would also be advantageous, as some parents assume it requires paying by cash, or that the CSA is no longer involved at all, both of which raise parents' concerns about what happens in cases of non-compliance, or the lack of proof of payment. Improvements to the MD system, especially around keeping some contact with parents through checks on compliance, as well as responses to non-compliance, could attract more parents with care in particular.

All of these points are explored in more detail in the next chapter, where we bring together all the implicit and explicit influences on parents' views and attitudes towards payment methods, and consider the potential for promoting MD.

# 7 Conclusions

In this chapter, we pull together the key findings from previous chapters, in order to identify the best strategies for promoting Maintenance Direct (MD) to those parents for whom it might be suitable.

This chapter will discuss:

- the factors that influence a parent's disposition towards or away from using MD – we identify four key factors: contact and relationships; experience of 'flexible' financial arrangements; views and experiences of the Child Support Agency (CSA); and awareness and perceptions of payment methods;
- the key selling points of MD from the perspectives of four key groups of parents: parents with care who have high and low levels of trust in their ex-partners, and their non-resident counterparts; as well as the key sources of resistance to MD for each of these groups, and the extent to which these might be overcome;
- a skeleton strategy for promoting MD to our four key groups of parents<sup>11</sup> – we show why it will be harder to promote MD to parents with care, and to those with a low level of trust in their ex-partners;
- the potential market for MD, and the key role of the parental relationship in determining this, which raises the question of whether the CSA should play a role in providing pastoral care;
- the case for adopting an Australian-style system of mandatory transfer onto MD, which faces some serious questions.

## 7.1 Influences on the potential for parents to move to Maintenance Direct

The study involved exploration of four broad areas: contact and relationships within families; financial arrangements pre- and post-CSA; parents' views and experiences

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<sup>11</sup> As it is not anticipated that MD will be promoted to parents who become involved with the CSA as a result of the parent with care claiming state benefits, these cases will not be discussed in this chapter.

of the CSA; and awareness, experiences and views of payment methods. In this section, we revisit each of these, and draw out the implications of our discussion for promoting the use of MD.

### 7.1.1 Contact and relationships

The nature of the relationships both between separated parents, and between the non-resident parent and his children, could exert a strong influence over both parents' attitudes towards MD. For example, where a break-up had been acrimonious, or there had been ongoing disputes and hostility between the parents following their separation, this was sometimes associated with a resistance to opting for a payment method which was perceived to entail keeping them involved with one another, or even bringing them closer together. Some parents contrasted this aspect of MD with the Collection Service (CS), which they saw as involving the CSA as an intermediary or '*buffer*' between them. Where financial issues had caused tension between parents, they were sometimes particularly keen to minimise any contact with their ex-partners over money.

Parents sometimes expressed a desire to keep issues of cash and contact with children separate. This could also be a source of resistance to using MD, as some parents felt that making 'private arrangements' (as they perceived MD to be) would lead to a tangling-up of money issues with negotiations over contact, which – they felt – could have adverse effects on relations within the family. The desire to keep cash and contact separate was associated with families where disputes over money, contact or both had taken place in the past. In some cases, the parent with care's concerns also reflected a lack of trust in the non-resident parent, for example, because she saw his commitment to paying for his children as liable to waver if she were to attempt to make changes to contact arrangements. Some of these mothers believed that their ex-partners might deliberately withhold maintenance in order to manipulate contact arrangements; opting to use CS, therefore, enabled them to keep control over contact without allowing their ex-partners to obtain control over maintenance, thus denying them the opportunity to gain greater 'bargaining power'. Correspondingly, some non-resident parents who feared that their ex-partners might try to deny or restrict contact with the children in the future could be attracted to MD for the financial 'bargaining power' it appeared to offer them. In some cases, this related to the view that fathers have a '*right*' to withhold or postpone maintenance payments in response to non-negotiated changes in contact arrangements.

In Chapter 4, we mentioned some parents who had deliberately opted to use MD in order to be able to set their own payment level at a lower rate than recommended by the CSA (e.g. by discounting arrears). These non-resident parents had a clear monetary incentive to opt for MD. However, in some of these cases, parents with care also had personal reasons for doing so, sometimes because they had sympathy with their ex-partner's financial situation, but in other cases because they were prepared to make a 'financial sacrifice' in order to create or maintain good or better relationships within the family. However, such cases did represent an exception to

the rule. It was more typical for non-resident parents to speak positively of the ‘flexibility’ afforded by MD, while parents with care viewed it much more negatively, on the grounds that irregularities in payment level, frequency or timing could have serious adverse effects on them and their children.

### 7.1.2 Financial arrangements

Parents’ experiences of paying and receiving money for children, both prior to and following their involvement with the CSA, could influence their attitudes towards MD in a range of ways, both positive and negative.

#### *Flexibility*

Again, the positive influences tended to be associated with flexibility and apply mainly to non-resident parents. The mothers we spoke to identified just one potential benefit of flexibility in payment arrangements, namely increased goodwill on the part of the non-resident parent, and this was typically outweighed by other concerns. This is not to say, of course, that flexibility could not theoretically benefit a parent with care, for example if she required an early payment due to cashflow problems. However, in practice, it appears that even those mothers whose ex-partners might be amenable to such requests would probably consider that too great a price would have to be paid in terms of agreeing to other forms of flexibility (i.e. variations in payment level, frequency and timing to suit the non-resident parent) – a view that would ultimately deter them from using MD.

Regarding non-resident parents, we have already mentioned cases in which opting to use MD had allowed separated couples to agree a lower payment level than the one recommended by the CSA, and this can clearly prove an important selling point for those fathers who feel they would struggle to pay at the CSA level, or who disagree with the way in which the CSA makes its calculation. Similarly, the scope for reducing payment levels on a shorter-term basis – for example, to reflect the fact that the non-resident parent looked after the children for more time than usual during a holiday – was another aspect of MD that could prove attractive to fathers. However, MD holds no counterpart advantages for parents with care in terms of agreeing **higher** payment levels, as payments made via CS are equally open to private supplementation over the longer or shorter term.

In Chapter 3, we saw that some fathers preferred financial arrangements that allowed them to take an active role in decision-making about children’s needs. This, again, could represent an incentive for using MD, as the scope it provides for families to determine the operation of their own maintenance arrangements could allow more flexibility for negotiating payments on a variable basis over time (note, again, that this is unlikely to represent an incentive for parents with care, as increased or extra payments are equally possible with CS). Such flexibility might also appeal to fathers who are concerned with being able to give money or items directly to their children, as it could in theory enable them to agree a lower maintenance payment level with their ex-partners, in order to free up the money to do (more of) this. Although, in practice, fathers were unlikely to identify this as a specific reason for

preferring MD (tending to talk about flexibility at a more general level), it could nevertheless prove a valuable selling point: as we saw in Chapter 3, some fathers felt that the ability to make direct and visible contributions to the children was a very important element of the father-child relationship. As we also reported there, this could be a particular issue where children were older, as they sometimes made direct demands or requests of their fathers, some of whom were reluctant to remind them that they were already paying for their upkeep by means of maintenance. Of course, any lowering of the maintenance payment level would ultimately have to be agreed by the parent with care, as she would always have the option of initiating a switch (back) to CS, and hence, to the CSA level of assessment. However, the evidence presented in Chapter 3, indicating that non-resident parents tended to exert a greater influence over financial arrangements adopted during the pre-CSA period, might imply that they would do the same on MD – perhaps particularly if the mother’s primary concern was with creating or maintaining good relationships within the family.

The ability to lower the maintenance payment level and make more direct contributions to the children could also prove attractive to fathers who were concerned with ensuring that their money benefited the children rather than the parent with care (again, this point is theoretical, and this was not cited as a specific reason for preferring MD by the fathers we spoke to). However, there was a spectrum of perceptions here: in Chapter 6 we reported that, for other parents (both mothers and fathers), MD was actually associated with giving money to the parent with care, while CS was more directly associated with supporting children. As mentioned there, such associations did not appear to be based on a belief that CS actually entailed any kind of specification by the CSA regarding how money should be spent; instead, they were rather more nebulous – perhaps associated with paying money into the parent with care’s bank account, or just reflecting our earlier finding that MD was perceived to imply a greater overall degree of involvement between ex-partners.

### *Pre-CSA experiences*

As we suggested in Chapter 3, experiences of paying and receiving money for children during the pre-CSA period could influence parents’ attitudes towards MD in a number of different ways. Any parent who had experienced tension or arguments over money during that time was liable to feel that moving onto a more flexible, negotiable or ‘private’ payment method (as MD was perceived to be) could have the same effect. The same was true of parents who had encountered problems relating to their ex-partners sticking to private agreements prior to their involvement with the CSA – this group encompassed parents with care who had experienced periods of non-payment, as well as non-resident parents whose ex-partners had increased their demands (sometimes repeatedly) after an initial level had been agreed. As mentioned earlier, the fact that non-resident parents typically appeared to exercise a greater degree of control over financial negotiations during the pre-CSA period – sometimes to the extent that mothers reported having agreed to

arrangements with which they were unhappy – could also represent a disincentive for parents with care.

It is important to remember that parents approach the CSA for different reasons, and not always in response to the failure or breakdown of voluntary arrangements. In some cases, both parents may be largely satisfied with their private pre-CSA arrangements, but seek the CSA's assistance in resolving a particular aspect, such as the precise payment level. MD might prove an attractive option to these parents, as it can provide a greater degree of continuity in their financial arrangements, as well as reflecting the fact that they do not require third party involvement over the long term. Nevertheless, it is typical for an approach to the CSA to indicate that parents have encountered considerable problems in reaching a resolution between themselves following their separation. MD is less likely to be viewed as a feasible or attractive option by these parents. In addition, the fact that MD is perceived to allow a similar (if not the same) degree of flexibility as private arrangements could be viewed as implying that it will not be an appropriate option for parents currently using CS unless or until something significant has changed since the point at which they first approached the CSA and opted to use CS. As mentioned in Chapter 6, this could suggest that the best time to promote MD to some parents is not at the point of first contact, but rather at some later stage, when changes (e.g. improvements in relationships) have had a chance to occur.

### 7.1.3 Views and experiences of the CSA

Parents' involvement with the CSA could influence their attitudes towards MD in two key ways: First, their views on MD could be affected by their **attitudes towards CSA involvement**. Secondly, they could be swayed by their **actual experiences of that involvement**. These two things could push one parent in different directions regarding choices over payment method.

Some non-resident parents were attracted to MD as a result of their negative views and feelings about being involved with the CSA. These negative feelings had arisen for a range of reasons, including a perception that it was undignified, demeaning or humiliating to be '*taken*' to the CSA, or a sense that it represented an unnecessary intrusion into private family life. Fathers who felt this way were unlikely to be swayed by positive experiences of the CSA, and tended to prefer MD because they perceived it as offering them a greater degree of independence from the agency.

Some mothers and fathers viewed the CSA's involvement more positively, expressing the view that having the involvement of an independent third party, or setting their maintenance arrangements on a more formal, '*legal*' footing, had entailed beneficial effects, such as easing tensions within the family, or encouraging their ex-partners to stick with arrangements. These parents were more likely to resist a move onto MD, particularly if their experiences of being involved with the CSA had also been positive. Those who had experienced problems with CSA involvement (e.g. missing or delayed payments, administrative problems, difficulties getting in contact, etc.) might be more inclined to weigh up the benefits of keeping the CSA involved

against these disadvantages, as well as the comparative straightforwardness of MD. Typically, the 'calculation' involves two main factors, namely the magnitude of the problems the parent has experienced with the CSA (and their effects), plus an assessment of the potential risks involved in moving onto MD. This risk assessment can also be broken down into two main components, namely: the level of confidence in the likelihood of the ex-partner sticking to the maintenance agreement, and the perception of the '*back-up*' that would be available from the CSA if things were to go wrong.

For some parents, this decision-making process resulted in deciding not to **opt** for MD. To illustrate this process, consider the following imaginary example, which reflects some of the views expressed by the parents with care interviewed:

Sarah has experienced a number of practical and administrative problems while using CS. She believes that she would have less involvement with the CSA if she used MD, and, therefore, that using MD would be more straightforward overall. However, she is worried that her ex-partner cannot be trusted to pay maintenance willingly. Because she believes that the same sanctions for non-compliance do not apply on MD, she thinks that changing payment method will make it harder for her to get her money. She is also unsure as to whether, on MD, the CSA will be prepared to chase up arrears if non-compliance occurs. She, therefore, assesses that the risk involved in moving onto MD is too great.

We can outline a comparable example of an imaginary non-resident parent:

David feels that his ex-partner is liable, at some point in the future, to claim falsely that he has not paid maintenance, in an attempt to elicit extra money from him. Like Sarah, he has experienced practical problems with the CSA while using CS, and believes that MD would be more straightforward overall. However, he is worried that, on MD, he would have no way of proving that his payment had been made, as the money would not have gone via the CSA. Therefore, he too judges that the risks involved in moving onto MD are too great.

What these examples show is that parents' attitudes towards MD can depend, to a large extent on their perceptions of the nature of the CSA's involvement in MD cases, and the types of support or '*back-up*' available to parents on MD. Some parents, like the two described, were strongly inclined to believe that the '*back-up*' available to parents on MD was less extensive than for parents on CS, while others were simply not sure (we did not speak to any parents who felt confident that MD and CS were alike in this respect). This explains the finding reported in Chapter 6 that parents who had concerns over compliance were only disposed to choose MD if they had been 'driven away' from CS by a range of practical problems (delayed payments etc.). Parents' misinformation or lack of clarity about the role of the CSA in MD cases, and the impact of this on their assessments of the nature and magnitude of the risks

involved in opting for MD, imply that information and awareness-raising need to be key elements in any strategy for promoting MD, in addition to any accompanying procedural changes.

#### 7.1.4 Awareness and perceptions of payment methods

In Chapter 6, we reported the finding that, at the present time, efforts to promote MD appear to be somewhat inconsistent, and speculated that it might currently be targeted at parents in specific circumstances, for example, those whose pre-CSA arrangements were working relatively well, or those who have experienced problems with the administration of their maintenance while using CS. The fact that some parents had not heard of MD, while others were misinformed or unclear about it (e.g. equating it with cash payments), re-emphasises the importance of awareness-raising and education as key elements of any promotional strategy.

Parents' experiences of the two payment methods will clearly influence their attitudes towards both over time. As we have already indicated, negative experiences of CS might urge parents towards MD, although any movement in this direction is liable to be mitigated by an overall risk assessment, based on (correct or incorrect) perceptions of the differences between MD and CS, focusing particularly on the nature of the CSA's involvement in MD cases. Positive experiences of CS, such as an absence of practical problems or a feeling that third party involvement has contributed to stability within a family, could also provide a disincentive for moving onto MD. It is also important to note that negative experiences of **MD** could potentially inspire a parent to move (back) onto CS. Encouraging parents to stick with MD will, therefore, be one important aspect of its 'promotion'.

So far, we have explored the factors that can influence parents' attitudes towards MD primarily in terms of their perceptions of the effects adopting this payment method could have on their lives: on their contact arrangements and relationships; on their financial circumstances; and on the nature of their involvement with the CSA. However, another (sometimes important) dimension to parents' attitudes concerned the less concrete, more symbolic significance of MD. The flexibility, directness and privacy associated with MD could inspire parents to view it as symbolic of the trust between them, their ability to make financial arrangements in a dignified, '*civilised*' manner, or their mutual commitment to shared parenthood and '*putting the children first*'. Some non-resident parents appeared particularly sensitive to the symbolic implications of using MD, as they felt it represented respect for their role as a father, rather than assuming or implying, as some felt CS did, that they could not be trusted to pay. As reported in Chapter 4, there were even some cases in which the symbolic power of MD seemed to have had a traceable, positive effect on fathers' compliance.

## 7.2 Strategies for promoting Maintenance Direct

Any strategy for promoting MD will need to both identify its potential selling points and seek to overcome sources of resistance, in addition to being carefully timed and

targeted. In this section, we aim to draw out the key selling points for and sources of resistance to MD, with the aim of drawing up a skeleton strategy for its promotion.

### 7.2.1 Selling points

Table 7.1 summarises the key potential selling points for MD emerging from this study. It is clear that different features of MD will have variable degrees of persuasive force for different parents, depending on their individual perspectives. While it is of course impossible to capture the complexity of parents' circumstances in a table, we have identified two key dimensions according to which it is helpful to consider the potential for different aspects of MD to act as selling points, namely whether the parent is a parent with care or a non-resident parent, and the level of trust between the ex-partners. It is worth noting that, of course, the level of trust between parents tended to be somewhere between the extremes of 'high' and 'low' and was also liable to fluctuate over time.

#### Key:

✓ = potential to act as a selling point for these parents

X = little or no potential to act as a selling point for these parents

? = possible potential to act as a selling point in some cases

**Table 7.1 Key selling points for Maintenance Direct**

Feature of MD	High level of trust between parents		Low level of trust between parents	
	Parent with care	Non-resident parent	Parent with care	Non-resident parent
Scope for setting lower payment level than CSA assessment (long-term or short-term)	?	✓	?	✓
Flexibility to vary payment level/frequency/timing in accordance with ongoing negotiations	X	✓	X	✓
Straightforward, minimal CSA involvement	✓	✓	✓	✓
Symbolises independence, privacy, trust, etc.	✓	✓	?	✓

The first thing that strikes us, looking at the table, is that there appears to be a considerably greater amount of material available for promoting MD to non-resident parents than to parents with care. Promoting MD to non-resident parents appears primarily to be a matter of clarifying and highlighting all its potential benefits from their point of view. However, as both ex-partners have to reach an agreement on which payment method to use, one key challenge for those seeking to promote MD will be to identify and exploit the features that are most likely to appeal to mothers. In practice, this will mean focusing largely on the simplicity and straightforwardness of the method. Conveying the potential symbolic advantages of MD may also appeal to some mothers, either because they will perceive them as

having potential direct benefits for them (e.g. privacy or independence) or because they might result in increased goodwill on the part of the non-resident parent (e.g. trust), and thus, improve relationships within the family as a whole. However, highlighting the method's flexibility is likely to do little to persuade mothers to move onto MD, with the exception of those who might consider making a 'financial sacrifice' in sympathy for the ex-partner's financial situation or in order to create or retain good relationships within the family. As we have already discussed, the scope MD provides for varying financial arrangements on an ongoing basis is very unlikely to prove a feature that will appeal to parents with care, for whom timeliness and predictability tend to be key.

### 7.2.2 Sources of resistance

Table 7.2 presents our findings on which key sources of parents' resistance to MD might most readily be overcome.

#### Key:

✓ = not a source of resistance for these parents/could readily be overcome

X = difficult to overcome for these parents

? = possible potential to act as a selling point in some cases

**Table 7.2 Potential for overcoming key sources of resistance to Maintenance Direct**

Feature of MD	High level of trust between parents		Low level of trust between parents	
	Parent with care	Non-resident parent	Parent with care	Non-resident parent
Not wanting involvement with ex-partner (over money)	?	?	X	X
Happy on CS	X	X	X	X
Perception that MD will have negative effect on compliance	✓	✓	X	?
Perception that it will be harder to recover arrears on MD	✓	✓	X	✓
Perception that it will be harder to provide proof of payment on MD	✓	✓	✓	X

What we see here is the key role played by the degree of trust in the relationship between the ex-partners. For parents with a relatively high level of trust in their ex-partners, the strategy required to promote MD will need to focus on two main areas: First, it may in some cases have to address resistance stemming from the perception that the parents' relatively harmonious relationship is based on a lack of involvement with the ex-partner, either generally or over money matters. Secondly, it will have to include provision for dealing with parents who simply say that they are happy using CS and see no need to change.

The same two areas will need to be addressed with regard to parents who have a lower level of trust for their ex-partners too, but here there are additional challenges posed by concerns over compliance. As described in the previous section, these concerns centre around a number of perceptions regarding the nature of the CSA's involvement in MD cases, and in particular the kinds of 'back-up' support it offers. On balance, parents with care are probably more likely than non-resident parents to resist MD on these grounds, although concerns about proof of payment, and worries about a parent with care increasing her demands (typically stemming from past experience), can make issues around sticking to arrangements an issue for fathers too.

### 7.2.3 A skeleton strategy

Having identified the key selling points and sources of resistance for each of our four key groups of separated parents, we can now propose a skeleton strategy for promoting MD to each.

#### *Parents with care, high level of trust*

The key elements of a promotion strategy for this group will be:

- emphasising the straightforward nature of MD;
- emphasising the symbolic benefits of MD – direct (independence, privacy) and indirect (trust);
- persuading them that MD will not entail a significantly greater degree of (financial) involvement with their ex-partner.

The flexibility afforded by MD is not likely to prove a strong selling point for this group, who, although they trust their ex-partners, are still likely to place a high value on timeliness and predictability in their arrangements. However, also due to their high level of trust for their ex-partners, there should be relatively little need to reassure them regarding the 'back-up' provided by the CSA to parents on MD.

Achieving the first and third aims listed above will primarily require education and awareness-raising activity. For example, emphasising the straightforwardness of MD itself might involve making clear that parents will still be provided with an assessment of payment level by the CSA, while persuading them that MD will not require an increase in involvement with the ex-partner, could be done by highlighting the simplicity of bank-transfer arrangements. Such messages should be relatively easy to communicate via most forms of media. In contrast, however, the promotion of MD's symbolic benefits may require a more subtle and sophisticated approach, perhaps being best conveyed indirectly, through the kinds of language and images used, and other elements of the 'MD brand', rather than through literal description.

#### *Non-resident parents, high level of trust*

Non-resident parents with a relatively high level of trust in their ex-partners are likely to respond positively to each of the elements of the promotional strategy outlined

for their counterpart parents with care. In addition, we have seen that these fathers are likely to be attracted to MD by the flexibility it offers for negotiating and varying payment arrangements over time (i.e. long-term, short-term or ongoing changes to payment level, frequency or timing). However, this could present a dilemma for those seeking to promote MD, as it might prove difficult to promote the 'flexibility' aspects of MD to fathers without at the same time deterring mothers (as mentioned earlier, while MD's flexibility could appeal to mothers in theory, in practice it tends to be outweighed by the perceived disadvantages). One way around this might be to design different promotional materials for mothers and fathers, or place different emphasis on various aspects of MD during face-to-face or telephone conversations. However, this could raise questions over the ethical acceptability of differential approaches, for example: when does a piece of marketing stop being 'tailored' and become deliberately misleading? Ultimately, it might be preferable to opt for some sort of compromise, perhaps talking to all parents at a general level about MD's 'flexibility', but stressing also the importance of timeliness and predictability of payments for parents with care, as well as the fact that arrangements work best when fully endorsed by both ex-partners concerned.

As we have seen, one aspect of the flexibility MD can offer is the scope for parents to set their own payment levels, as well as making their own arrangements about the timing and frequency of payments. However, those seeking to promote MD need to be aware of a potential tension between emphasising this scope for flexibility and encouraging parents to take their CSA assessment seriously as an informed judgement regarding the amount that the non-resident parent ought to pay, how often and when. One way of resolving this tension would be to present the assessment in a different light, more as 'guidance' or 'suggestion' than as definitive judgement. And indeed, there is evidence that some parents view it in this way already, such as the father we mentioned in Chapter 4, who viewed the CSA assessment as denoting the minimum amount a father should pay. One potential disadvantage of this strategy, however, is that it could prove difficult to present the nature of the assessment differently to parents using MD and CS respectively. As those using CS are obliged to comply with the detail of the CSA assessment, any suggestion on the CSA's part that it might not represent the definitive or 'correct' assessment could cause serious dissatisfaction among parents on CS. It is, therefore, possible that the risks involved in actively promoting this feature of MD could prove prohibitive.

#### *Parents with care, low level of trust*

Parents with care who have a relatively low level of trust in their ex-partners are, like those with a higher level of trust, most likely to respond to efforts to promote MD on the basis of its straightforwardness. While they may also be attracted by some of its more symbolic advantages, such as independence and privacy, MD will not appeal to them as a symbol of trust in their ex-partners. The various forms of flexibility associated with MD are unlikely to prove persuasive for this group, and in some cases, might actually act as a deterrent. While they could in principle be attracted by

the potential to increase goodwill on the part of the non-resident parent, our findings suggest that these mothers are likely to view such a strategy as highly risky, and prefer to stick with CS, perceiving that, on balance, it offers them a better overall chance of getting their money.

In addition to the sources of resistance applying to their more trusting counterparts, these parents with care may have some concerns about MD regarding the extent to which the sanctions designed to ensure compliance would still apply, as well as the efforts the CSA will be prepared to make in terms of collecting arrears. Overcoming these additional sources of resistance might partly involve an educative and awareness-raising approach, but it would also be worth considering whether any more extensive 'safety-net' could be put in place in order to enable and encourage these parents to use MD. As reported in Chapter 6, parents came up with a number of suggestions in this regard, including additional penalties for non-compliant MD fathers and carrying out regular checks on compliance with MD arrangements (note that the flexibility afforded by MD could make the latter a complex exercise).

#### *Non-resident parents, low level of trust*

While the same selling points appear to apply to non-resident parents regardless of their level of trust in their ex-partners, the two groups differ slightly in terms of the reasons why they might resist a move to MD. Again, a low level of trust is associated with concerns over ex-partners sticking to arrangements: some of the non-resident parents we spoke to had suffered considerably during the pre-CSA period, as a result of their ex-partners reneging on an initially-agreed payment level and demanding more money on a long-term or one-off basis, experiences which had given them cause to worry about the potential consequences of setting up direct payments in future. For this reason, fathers too might require some reassurance about the 'back-up' available to them from the CSA in order to consider a move to MD.

Another source of concern for non-resident parents with a low level of trust was whether, in a situation where an ex-partner claimed that maintenance had not been paid, MD would provide them with a form of proof of payment acceptable to the CSA. Again, the appropriate response to these concerns may involve a combination of awareness-raising and actual procedural change (e.g. disallowing cash payments on MD on grounds that they do not ensure adequate proof of payment).

### 7.3 The potential market for Maintenance Direct – the key role of relationships

The analysis presented in this report highlights the key role measures to improve trust and good relationships between separated parents will have to play in expanding the potential market for MD. We have already seen that those parents with a low level of trust for their ex-partners are likely to have considerably greater resistance to using MD than those with higher levels of trust. In addition, some

parents who do trust their ex-partners would still prefer to avoid more involvement with them, either in general or over money in particular, reasons which are also linked to problems within the parental relationship, even if in some cases they have been overcome by the use of various conflict-avoidance strategies. In fact, the only key source of resistance in Table 7.2 that does not relate explicitly to the state of the parental relationship is 'being happy with CS'. However, given that, as we saw in Chapter 6, third party governance and the enforcement of sanctions for non-compliance are two of the key reasons why some parents prefer CS, it could be argued that this is not so different after all.

The central role played by trust and harmony within the parental relationship suggests that the potential market for MD might ultimately be limited to those parents whose relationship is in a sufficiently good state as to make direct payment arrangements a feasible option. We might hypothesise that parents who find it impossible to reach agreement on financial issues, whose bitterness and acrimony does not abate over time, or who never reach the point of establishing a certain level of trust will never be potential clients for MD.

There appear to be three main ways in which the CSA can respond to this hypothesis:

- accept that some parents will never be able to establish good relationships and will, therefore, choose to remain on CS;
- accept that some parents will never establish good relationships but adapt MD in order to make it more attractive to these parents – this might involve adding to, or enhancing, the sanctions to be imposed on non-resident parents; or pledging, as some European countries do, to pay state maintenance in cases of consistent non-compliance;
- provide pastoral services such as mediation and counselling, as well as more general information, advice and support for separated parents, in order to improve parental relationships and 'convert' more parents into potential clients for MD.

As the second of these options implies substantial additional state funding, and a comparatively radical change in approach, it is likely that the optimum solution lies in a combination of the first and third. In terms of expanding the CSA service to provide various forms of pastoral support, lessons can be learnt from approaches taken in other countries, such as Australia. In Chapter 6, we saw that some of the parents we spoke to themselves identified a need for this kind of expanded service.

### 7.3.1 The Australian model

Our discussion has assumed that parents in the UK will continue to have a choice between using CS and using MD. However, in Australia, families in non-exceptional circumstances<sup>12</sup>, where the non-resident parent has been fully compliant over a six-

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<sup>12</sup> The definition of 'exceptional circumstances' covers a range of criteria, including violent relationships.

month period, are forced to move onto Private Collect (the equivalent of MD) as a matter of course. It is, therefore, natural to ask: could a similar model work in the UK?

At present, the available data on the outcomes of the Australian approach to child support make it difficult to comment on the implications or effectiveness of mandatory transfers to Private Collect. However, our study suggests that any attempt to replicate the Australian model in the UK could face serious challenges, especially in the absence of expanded pastoral support services for separated parents.

The key question for any country considering mandatory transfers to direct maintenance arrangements is: who should be transferred? Thinking about Australia in particular, we might question whether a simple criterion of six months' compliance represents a sufficient assurance that the father concerned will remain compliant once transferred onto MD. We can, of course, be confident that fathers who are compliant with pre-CSA maintenance arrangements or on CS are more likely than others to remain compliant on MD. However, we might also assume that a certain proportion of non-resident parents will make use of the 'flexibility' offered by MD to avoid or manipulate maintenance<sup>13</sup>.

In cases where a non-resident parent on MD becomes non-compliant, the solution offered by the CSA is for the parent with care to initiate a move (back) to CS. To the extent that some fathers on MD will fail to comply, therefore, there will be a corresponding level of 'churn' between the payment methods. In determining what constitutes an acceptable level of 'churn', it is vital to recognise its potential negative effects. From the CSA's point of view, there could be increased costs involved in processing the additional changes of payment method: if we assume that a proportion of non-resident parents non-compliant on MD are likely to become compliant once (back) on CS, it is feasible that some families could end up moving between the payment methods numerous times. In addition, this report has shown that the results of even short periods of non- or erratic payment can be catastrophic for families, including severe financial hardship, the deterioration of relationships, and long-lasting psychological and emotional damage to parents and children. The experience of changing between payment methods, and the problems that seem highly likely to accompany such changes (particularly if the CSA system is relatively inefficient), will compound these effects, as Ridge (2005) says:

*'Although it is important for mothers to be able to call on the services of the CSA in the event of non-compliance, fluctuations in payments arising as a result of private defaulting and the time taken to re-establish payments through the CSA would clearly not serve the best interests of children or their mothers.'*

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<sup>13</sup> Note that the survey of CSA clients to be conducted by NatCen in 2006, on behalf of the DWP, will provide robust evidence on this.

Assuming, of course, that the state has a responsibility to act to prevent these negative outcomes, the risks involved in moving parents onto MD could, it seems, be great, and a system involving mandatory transfers must, therefore, incorporate measures designed to keep the level of 'churn' low. Hence, any country considering mandatory transfers onto MD must address two key questions: First: is it possible to achieve a satisfactory level of confidence in the future compliance of non-resident parents in mandatory transfer cases? And, if so, how?

While there is of course a link between past and future compliance, we might question on what grounds we can argue that a six-month period of past compliance should act as a sole criterion for mandatory transfer onto MD (albeit in non-exceptional cases). Such a period gives relatively little opportunity to assess the effects of changing circumstances on compliance (changes in contact arrangements or family structures, for example). It is also feasible that some non-resident fathers would use their knowledge that six months of compliance on CS would lead to an automatic transfer onto MD, be compliant for six months, and then take advantage of MD's flexibility to cease to comply once the transfer was made. The longer the period of compliance required, the smaller the incentive for fathers to manipulate the system in this way. These might be viewed as two strong arguments for assessing compliance over a longer period.

Furthermore, as Ridge (2005) highlights, a number of additional factors are known to be associated with future compliance, including level and type of contact arrangements; ages of children; geographical proximity; new family structures; parental income; and various aspects of the parental relationship before and after separation. Constructing a more complex set of criteria based on any combination of these would, arguably, provide a more accurate basis for predicting future compliance. Of course, data on some of the more qualitative or subjective dimensions, relating to the nature of the parental relationship for example, could be difficult to collect using quantitative methods, and attempts to do this might entail a risk of devising a formula insensitive to different parents' situations. On this basis, however, an even more radical approach could be suggested, abandoning the idea of formal criteria in favour of human judgement, again based on a range of factors encompassing Ridge's list. As reported in Chapter 5, parents expressed a strong demand for a more interactive and personalised service from the CSA, ideally involving the assignment of a single long-term caseworker to every client. If the CSA's function and operation could be re-imagined in such a way, arguably the parents' caseworkers would be those best qualified to predict future compliance.

Whether or not it is ultimately decided to go down the mandatory transfer route, our findings highlight the importance of looking for new and innovative ways to encourage compliance on MD. In particular, they suggest that an expansion of the CSA service to cover various forms of pastoral support, hence improving parental relationships, has considerable potential to tackle the causes of non- and erratic payment over the longer term. Other more symbolic measures designed to alleviate

tensions between parents, such as Ridge's suggestion for making children themselves the legal beneficiaries of child maintenance, could have a similar effect. Given the central importance of the parental relationship in terms of expanding the market for MD, such measures could well transpire to be money well invested.

# Appendix A

## Opt-out letter to CSA clients

Dear «Title» «Surname»

### Improving Child Maintenance Payments: Your Views Are Important

I am writing to request your help with an important study commissioned by the Department for Work and Pensions (DWP), that will examine ways in which the child maintenance system can be improved. The purpose of the study is to help the DWP gain a better understanding of the experience of people who pay and receive child maintenance payments – whether this is through the Child Support Agency or whether parents come to a private arrangement to arrange direct payments. Everyone who is interviewed will be given £20 as a token of appreciation for taking the time to tell us about their views and experiences.

The study is being carried out by the National Centre for Social Research (NatCen), which is an independent research charity. Participation in the study is entirely voluntary, but if you would like to take part then any answers you give will be treated in the **strictest confidence** in accordance with the Data Protection Act. Any benefits or tax credits that you receive or may want to claim in the future will NOT be affected in any way whatsoever.

If you would like to take part in the study then you don't need to do anything. A researcher from NatCen will contact you in March to see if you would like to take part in an interview, and will be able to answer any questions you might have. Alternatively, if you do not want to take part, or are not sure and would like to find out more, then please let NatCen know by **Thursday 24<sup>th</sup> March** by ringing Elizabeth Hacker or Anne Kazimirski on 0800 652 4125 (Freephone), and quoting the reference number at the top of this letter. You can also write to the following address: Anne Kazimirski, NatCen, 35 Northampton Square, London EC1V 0AX.

There are some further details of the study overleaf and I've enclosed a leaflet about NatCen - hopefully this should answer any queries that you may have. Your views are very important in helping us to improve the child maintenance system and I do hope you will be able to take part in this important study.

Yours sincerely



S. Franklin

Department for Work and Pensions



## Further information about the study

### **?** *Who is carrying out the study?*

The Study of Child Maintenance Payments has been commissioned by the Department for Work and Pensions (DWP). It is being carried out by the National Centre for Social Research (NatCen), which is an independent research institute established in 1969, specialising in social policy research, covering topics such as health, education, housing and employment (NatCen's website is [www.natcen.ac.uk](http://www.natcen.ac.uk)).

### **What is the study about?**

The study will explore the views and experiences of those paying or receiving maintenance payments – whether this is through the Child Support Agency or whether parents come to a private arrangement to arrange direct payments. The interview will include questions about your experience of maintenance payment arrangements, your contact with the Child Support Agency, and your views on the different payment options.

### **How was I selected for the study?**

Your name and address have been drawn at random from the Child Support Agency records of all those who receive or pay maintenance. The DWP has been authorised to access these records for the purposes of this study. Taking part in this study will not affect any benefits or tax credits you receive or may want to claim in the future and will not affect any other dealings you may have with a government department or agency.

### **?** What happens now?

#### **If you think you might want to take part:**

- A researcher will contact you by phone in March to confirm you are happy to take part. If you have any queries in the meantime, please ring Elizabeth Hacker or Anne Kazimirski on 0800 652 4125 (Freephone).
- A face-to-face interview with a NatCen researcher will then be arranged at a time convenient for you, in your own home unless you prefer a different location. Interviews usually last between an hour and an hour and a half, and you will be given £20 as a token of appreciation for your help.

***If you are sure you don't want to take part:***

- Taking part is voluntary, so if you don't want to take part, please ring Elizabeth Hacker or Anne Kazimirski on 0800 652 4125 (Freephone), quoting the reference number at the top of the letter by **Thursday 24 March**.
- You can also write, including the reference number, to the following address:  
Anne Kazimirski, NatCen, 35 Northampton Square, London EC1V 0AX.

***How will the information I provide be used?***

The information you provide will be used to help the DWP understand better how maintenance arrangements are made, which will be important in improving the maintenance system. Anything that you say to NatCen (as well as whether you take part in the study or not) will be treated in strict confidence in accordance with the Data Protection Act. Nobody else will be told that you are taking part in the study and you will not be identified in the report. The results of the study will be published on the DWP website, at [www.dwp.gov.uk](http://www.dwp.gov.uk).

# Appendix B

## Working topic guide for parents with care 6 May 2005

### Introduction

- Give name, from NatCen. Large independent research institute specialising in social policy issues: e.g education, health, employment, etc.
- Completely independent but lot of work commissioned by government departments. In this case, DWP have asked us to talk to parents about their experience of receiving and paying maintenance payments, to find out how they can improve the current system.
- As mentioned in the initial telephone call about the research, should mention that your ex-partner may also be interviewed, although I won't be the one to interview them (and can't say whether or not they are definitely taking part).
- The interview lasts about an hour and a half and is completely confidential. Your name will not appear in the reports based on this research. You are free to withdraw at any time if you so wish. There are no 'right' or 'wrong' answers and please say if anything is unclear.
- You will receive £20 by way of thanks for your time and help. Receiving this will not in any way affect any benefits you receive nor any dealings you may have with government agencies such as Jobcentre Plus.

The interview is very much your chance to talk about your views and experiences. Areas we will be covering include:

- Some details about your family.

- Your contact with the CSA.
- Your views about maintenance payment options.

My role is to listen to what you say and think of questions to ask you (rather than take notes). Would like to tape record to have detailed record of the discussion.

Any questions you would like to ask

## **1 Household and family background**

It would be helpful to start by asking them a bit about themselves and their family:

- Length of time living in the neighbourhood, any friends and family in the area, and housing tenure (rent/mortgage).
- Number, names and ages of children in household.
- Whether anyone else living in the household.
- Relationship to parent and children.
- Respondent's age.

### *Children in household*

- Whether children have always lived with them.
- Reasons for changes if children have not always lived with them.
- Whether children currently at school or not.
- Whether children have any special medical or educational needs, including a disability: if so, what?
- Excluding themselves and the school, who looks after the children on a regular basis.

### *Any other children*

- Whether has any children living elsewhere.
- If so, where do they live?
- Who do they live with?
- Whether these children used to live with them.
- If so, when did they stop living with the respondent?
- Whether respondent is paying child maintenance payments.

### *New partner*

- If in relationship, when did it begin/ when did they start living together, does the partner have any children not living in the household.

## 2 Employment

- Whether working or not.

### *If in work*

- Employment details and brief overview of employment history.
- Type of job, job satisfaction.
- Hours.
- How long have been in job.
- Whether always been working.
- If have had periods without working, overall idea of length of these periods (e.g. number of years since school).
- Type of jobs has had in the past.
- Income from job.

### *If not in work*

- Brief overview of employment history.
- Whether has worked in the past.
- Types of job has had in the past.
- If have had periods in work, overall idea of length of these periods (e.g. number of years since school).
- Whether currently studying or in training.

### *Financial situation*

- Whether receiving benefits/tax credits (which benefits – Income Support, Child Benefit, Incapacity Benefit, Housing Benefit, Tax Credits such as Working Tax Credit) – income from benefits/tax credits.
- What are main financial commitments/outgoings (mortgage/loans); how big are they.

### *New partner*

- If have partner, is partner in work, type of work and hours.

## 3 The ex-partner – background

Check whether only one ex-partner (if not already clear from discussion of children):  
If more than one ex-partner, ask about each one in turn:

- Current circumstances.
- Circumstances of ex-partner.

- Where do they live.
- Whether any contact.
- Current employment/benefit status.
- Family circumstances.
- Emotional well-being.

Explain would like to ask about their separation, as it would be helpful to get an idea as to how the nature of a separation may affect people's decisions around maintenance payments.

#### *Separation*

- When did relationship with ex-partner end?
- Length of relationship.
- Were they married, or cohabiting (NB. may never have lived together)?
- Why did relationship end?

#### *Break up arrangements*

- Financial (e.g. if owned house, what happened), Residence (where the children would live), contact.
- What were they?
- How did they come about (discussions with ex-partner, involvement or not of solicitors, courts, CAFCAS; or just developed)?
- How did they feel about the arrangements?
- How did the arrangements impact on their financial situation, their employment or benefit status (any changes in status identified above)?
- Did each parent stick to the arrangements?

## **4 Contact with the ex-partner**

### *If any contact*

If more than one ex-partner, ask only about the ones who are the 'non-resident parent', and ask about each one in turn (questions don't apply for an ex-partner who's actually the 'parent with care')

### **Contact between ex-partner and respondent:**

- Amount/frequency/regularity of respondent's contact with ex-partner.
- Changes over time in contact and reasons for changes.
- Respondent's views on their contact with ex-partner (how amicable).

**Contact between ex-partner and children:**

- Amount/frequency/regularity of ex-partner's contact with their children (frequency of any overnight stays, any holidays).
- Location and nature of contact in terms of formality, flexibility (how organised or planned is the contact, type of activities).
- Respondent's views on the amount/frequency/regularity of contact.
- Children's views on the amount/frequency/regularity of contact.

**Changes in contact with children:**

- Changes over time in contact with children and reasons for changes.
- Whether respondent and ex-partner ever swapped roles (i.e. was respondent ever the non-resident parent for these children).
- Ease of changes, how easily able to agree changes with ex-partner and/or children in the frequency of contact (e.g. if agreed in court, may have been difficult to change).

If more than one non-resident parent, go through sections 5-7 on one NRP, then sections 5-7 again on the other

**5 Child maintenance payments – overview***How did payments come about?*

- Involvement of CSA.
- Involvement of solicitors.
- Private arrangement.
- Mediation (e.g. social worker).

*How was CSA involved?*

- What led to CSA being involved (e.g. problems with payment, changes in financial situation, change in relationship with ex-partner)?
- When was this?
- If not initiated (e.g. if on benefits), whether tried to appeal against claim being made (e.g. concerns over contact with ex-partner; don't want payment from ex-partner)?

*Overview of payments*

- Whether the level of child maintenance has been established, and what the level is.
- Current payment option (Maintenance Direct or Collection Service).

- Whether currently receiving maintenance payments from ex-partner.
- Whether ex-partner makes other informal payments (e.g. buying clothes, paying for holidays).

## **6 Maintenance level and csa involvement**

### *Experience of dealing with the CSA*

- Mode of contact with CSA (phone, letter, face to face), number of CSA staff which have dealt with the case.
- Experience of providing CSA with information.
- View of forms.
- How long did it take?

### *Calculation*

- What information was taken into account; awareness of how calculation made (e.g. based on ex-partner's income, overnight stays)?
- Views on the level of maintenance?
- What did they think of the amount calculated?
- What did they think of the factors taken into account (how fair)?
- If not happy with calculation, in what ways could it be better?

### *Changes in level*

- Whether and how payment level has changed over time.
- Why did it change?
- How did they feel about the changes?
- Implications of changes on financial situation?

### *If on benefit*

- Awareness of child maintenance bonus (if on old system), or child maintenance premium (if on new system), and views if aware.

## **7 Child maintenance payments – compliance**

### *Compliance over time*

- If currently being paid, have there been gaps in payment, or delays?
- If currently not being paid, has it been paid in the past?
- Their understanding of the reasons for gaps or delays?
- Consequences of gaps or delays (e.g. on family resources).

- What happened (did they get advice, were the CSA involved, did they discuss it with ex-partner)?
- If there are arrears, do they know how much it amounts to?

#### *Reasons for compliance/non-compliance*

- What helps ex-partner to pay regularly?
- What hinders ex-partner from paying regularly?
- Nature of relationship between ex-partners.
- Age of children, level and nature of contact with the children?
- Geographical proximity.
- Ex-partner's income, second families' circumstances.
- Views on fairness.
- How payment was negotiated and/or enforced, CSA quality of service.

## **8 Payment method – overview**

#### *Information on payment methods*

- Recall of payment method options given.
- Whether information given by CSA about Maintenance Direct versus.

#### *Collection Service; if so, what did they say*

- Views on amount and clarity of information given.
- Any other sources of information (e.g. Citizen's Bureau).
- Understanding of the difference between the two options.
- Understanding of what happens if payments are not made (e.g. who is responsible for attempting to recover arrears).

#### *Changes in payment methods*

- Any experience of other method.
- Why have they changed payment method (relationship with ex-partner, experience of CSA, financial circumstances – e.g. change in benefit status versus work).

**IF CURRENT/LATEST EXPERIENCE IS CS, GO TO 9a**

**IF CURRENT/LATEST EXPERIENCE IS MD, GO TO 9b**

## 9a Payment method – collective service

### IF CURRENT/LATEST EXPERIENCE IS COLLECTION SERVICE

#### *What led to this payment method*

- Why using Collection service; whether this was their choice.
- Preference of other parent.
- Recommendation (e.g. of solicitor).
- Security of CSA being involved.
- Concern over reliability of ex-partner.

#### *Experience of payment method*

- Experience of using CS.
- Whether there have been problems.
- What these have been.
- Why there have been problems.

#### *Views of payment method*

- If own choice, whether feel made the right choice.
- Advantages/disadvantages.
- How feel that payment option affects regularity of payments.
- Whether payment option has had an impact on relationship with ex-partner, or contact between ex-partner and children.
- Whether payment option has had an impact on staying in work or starting work.

#### *Flexibility of payment method*

- Changes in circumstances (e.g. change in either parent's work/benefit status).
- Experience of how changes in circumstances taken into account.
- How much is experience (positive or negative) linked to payment method?

#### *Interest in Maintenance Direct*

Maintenance Direct: arrangement for payments to be paid directly by the non-resident parent to the parent-with-care, instead of the CSA collecting the payments:

- Would they like more information about Maintenance Direct, if so, what?
- What changes to the system might make them use Maintenance Direct?
- If security of payment mentioned as barrier to Maintenance Direct, what if CSA committed to attempting to recover arrears?

- What changes to their circumstances might make them use Maintenance Direct?
- What would their financial situation need to be like?
- What their relationship with the other parent need to be like?

### **SKIP 9b IF USING COLLECTION SERVICE**

#### **9b Payment method – maintenance direct**

#### **IF CURRENT/LATEST EXPERIENCE IS MAINTENANCE DIRECT**

##### *What led to this payment method*

- Reasons for using Maintenance Direct; whether this was their choice.
- Less contact with CSA.
- Less confrontational.
- More flexibility.

##### *Experience of payment method*

- Experience of using MD.
- How payments compare to original level of maintenance calculated.
- Whether there have been problems with payments.
- What these have been.
- Why there have been problems.
- When was last contact with CSA? Reason for contact.
- Whether still feel like a CSA client.

##### *Views of payment method*

- If own choice, whether feel made the right choice.
- Advantages/disadvantages.
- How feel that payment option affects regularity of payments.
- Whether payment option has had an impact on relationship with ex-partner, or contact between ex-partner and children.
- Whether payment option has had an impact on staying in work or starting work.
- MD meant to mean greater flexibility in frequency of payment – do they agree; is that helpful.
- MD thought to encourage positive relationship with ex-partner, and more positive contact between ex-partner and children – do they agree.

- Whether they would recommend Maintenance Direct, and why?
- Whether have suggestions for improving the system.
- Around collecting arrears.
- Dealing with changes in circumstances.

#### *Flexibility of payment method*

- Changes in circumstances (e.g. change in either parent's work/benefit status).
- Experience of how changes in circumstances taken into account.
- How much is experience (positive or negative) linked to payment method.

#### *Interest in CS*

- Would they like more information about the Collection Service? If so, what?

### **10 Promoting MD**

#### *All*

- Not many people opt for Maintenance Direct, why do they think this is?
- Department for Work and Pensions would like more people to use MD, what needs improving.
- Marketing.
- Timing of information (e.g. how long after first CSA calculation of payment); usefulness of reminders.
- Format of information.
- Best sources of information e.g. whether solicitors should be told more about it.

### **11 Final points**

- What would they do differently?
- What advice would they give about maintenance payments, if someone they knew had just split up with their partner?
- What would they say are the key issues for parents, which the Child Support Agency needs to be aware of?
- Any other points they would like to add.

**GIVE RESPONDENT INCENTIVE IF NOT ALREADY DONE SO, AND REMIND ABOUT CONFIDENTIALITY**

# Appendix C

## Working topic guide for non-resident parents

### Introduction

- Give name, from NatCen. Large independent research institute specialising in social policy issues: e.g education, health, employment, etc.
- Completely independent but lot of work commissioned by government departments. In this case, DWP have asked us to talk to parents about their experience of receiving and paying maintenance payments, to find out how they can improve the current system
- As mentioned in the initial telephone call about the research, should mention that your ex-partner may also be interviewed, although I won't be the one to interview them (and can't say whether or not they are definitely taking part)
- The interview lasts about an hour and a half and is completely confidential. Your name will not appear in the reports based on this research. You are free to withdraw at any time if you so wish. There are no 'right' or 'wrong' answers and please say if anything is unclear.
- You will receive £20 by way of thanks for your time and help. Receiving this will not in any way affect any benefits you receive nor any dealings you may have with government agencies such as Jobcentre Plus.
- The interview is very much your chance to talk about your views and experiences. Areas we will be covering include:
  - some details about you;
  - your contact with the CSA;
  - your views about maintenance payment options.

- My role is to listen to what you say and think of questions to ask you (rather than take notes). Would like to tape record to have detailed record of the discussion.
- Any questions you would like to ask.

## 1 Household and family background

It would be helpful to start by asking them a bit about themselves and their family:

- Length of time living in the neighbourhood, any friends and family in the area, and housing tenure (rent/ mortgage).
- Whether anyone else living in the household.
- Relationship to respondent.
- Number and ages on any children in household.
- Respondent's age.

### *Children living elsewhere*

- Number, names and ages of children living elsewhere.
- Whether children have lived with them rather than with other parent.
- Reasons for changes if children have lived with them.

### *New partner*

- If in relationship, when did it begin/ when did they start living together, does the partner have any children not living in the household.

## 2 Employment

- Whether working or not.

### *If in work*

- Employment details and brief overview of employment history:
  - type of job, job satisfaction;
  - hours;
  - how long have been in job;
  - whether always been working;
  - if have had periods without working, overall idea of length of these periods (e.g. number of years since school);
  - type of jobs has had in the past;
  - income from job.

*If not in work*

- Brief overview of employment history:
  - whether has worked in the past; types of jobs;
  - if have had periods in work, overall idea of length of these periods (e.g. number of years since school);
  - whether currently studying or in training.

*Financial situation*

- Whether receiving benefits/tax credits (which benefits - Income Support, Child Benefit, Incapacity Benefit, Housing Benefit, Tax Credits such as Working Tax Credit) – income from benefits/tax credits.
- What are main financial commitments/outgoings (mortgage/loans/debts)? How big are they?
- Whether paying maintenance (for which children if have more than one).

*New partner*

- If have partner, is partner in work, type of work and hours.

### **3 The ex-partner – background**

Check whether only one ex-partner (if not already clear from discussion of children):  
If more than one ex-partner, ask about each one in turn .

*Current circumstances*

- Circumstances of ex-partner:
  - where do they live;
  - whether any contact;
  - current employment/benefit status;
  - family circumstances.

Explain would like to ask about their separation, as it would be helpful to get an idea as to how the nature of a separation may affect people's decisions around maintenance payments

*Separation*

- When did relationship with ex-partner end?
- Length of relationship.
- Were they married, or cohabiting (NB. may never have lived together)?
- Why did relationship end?

*Break up arrangements*

- Financial (e.g. if owned house, what happened), Residence (where the children would live), contact.
- What were they?
- How did they come about (discussions with ex-partner, involvement or not of solicitors, courts, CAFCAS; or just developed)?
- How did they feel about the arrangements?
- How did the arrangements impact on their financial situation, their employment or benefit status (any changes in status identified above)?
- Did each parent stick to the arrangements?

**4 Contact with children and ex-partner***If any contact*

If more than one ex-partner, ask only about the ones who are the 'parent-with-care', and ask about each one (including the children from that relationship) in turn (questions don't apply for an ex-partner who's actually the 'non-resident parent').

Contact between ex-partner and respondent:

- Amount/frequency/regularity of respondent's contact with ex-partner.
- Changes over time in contact and reasons for changes.
- Respondent's views on their contact with ex-partner (how amicable).

Contact with children:

- Amount/frequency/regularity of contact with their children (frequency of any overnight stays/holidays).
- Location and nature of contact in terms of formality, flexibility (how organised or planned is the contact, type of activities).
- Factors influencing the level and type of contact (e.g. legal arrangement, preference of respondent/ ex-partner/ children, time available).
- Respondent's views on the amount/frequency/regularity of contact.
- If known: children's views on the amount/frequency/regularity of contact

Changes in contact with children:

- Changes over time in contact with children and reasons for changes.
- Whether respondent and ex-partner ever swapped roles (i.e. was respondent ever the parent with care for these children).

- Ease of changes, how easily able to agree changes with ex-partner and/or children in the frequency of contact (e.g. if agreed in court, may have been difficult to change).

If more than one parent with care, go through sections 5-7 on one PWC, then sections 5-7 again on the other.

## **5 Child maintenance payments – overview**

- How did payments come about:
  - involvement of CSA;
  - involvement of solicitors;
  - private arrangement;
  - mediation (e.g. social worker).
- How was CSA involved:
  - what led to CSA being involved (e.g. problems with payment, changes in financial situation, change in relationship with ex-partner)?
  - when was this?

### *Overview of payments*

- Whether the level of child maintenance has been established, and what the level is.
- Current payment option (Maintenance Direct or Collection Service).
- Whether currently making other informal payments (e.g. buying clothes, paying for holidays).
- Views on concept of child maintenance.
- Whether they think they should be paying child maintenance for children living elsewhere.
- Reasons for views.

## **6 Maintenance level and CSA involvement**

### *Experience of dealing with the CSA*

- Mode of contact with CSA (phone, letter, face-to-face), number of CSA staff which have dealt with the case.
- Experience of providing CSA with information.
- View of forms.
- How long did it take?

*Calculation*

- What information was taken into account; awareness of how calculation made (e.g. based on own income, overnight stays).
- Views on the level of maintenance:
  - what did they think of the amount calculated?
  - what did they think of the factors taken into account (how fair)?
  - if not happy with calculation, in what ways could it be better?

*Changes in level*

- Whether and how payment level has changed over time.
- Why did it change?
- How did they feel about the changes?
- Implications of changes on financial situation.

*If parent with care on benefit*

- Awareness of child maintenance bonus (if on old system), or child maintenance premium (if on new system), and views if aware.

**7 Child maintenance payments – compliance***Compliance over time*

- If currently paying, have there been gaps in payment, or delays?
- If currently not paying, have they paid in the past?
- Reasons for gaps or delays.
- What happened (were the CSA involved, did they discuss it with ex-partner)?
- If there are arrears, do they know how much it amounts to? Are they being asked to pay back arrears?

*Reasons for compliance/non-compliance*

- What helps respondent to pay regularly.
- What hinders respondent from paying regularly:
  - nature of relationship between ex-partners;
  - age of children, level and nature of contact with the children;
  - geographical proximity;
  - own income, second families' circumstances;
  - views on fairness;
  - how payment was negotiated and/or enforced, CSA quality of service;
  - respondent's emotional well-being.

- Awareness of CSA enforcement powers (property seizures, Deduction from Earnings Orders, Driving License removal, fines, etc.).

## **8 Payment method – overview**

### *Information on payment methods*

- Recall of payment method options given.
- Whether information given by CSA about Maintenance Direct versus Collection Service; if so, what did they say.
- Views on amount and clarity of information given.
- Any other sources of information (e.g. Citizen's Bureau).
- Understanding of the difference between the two options.
- Understanding of what happens if payments are not made (e.g. who is responsible for keeping track of any arrears).

### *Changes in payment methods*

- Any experience of other method.
- Why have they changed payment method (relationship with ex-partner, experience of CSA, financial circumstances – e.g. change in benefit status versus work)?

**IF CURRENT/LATEST EXPERIENCE IS CS, GO TO 9a**

**IF CURRENT/LATEST EXPERIENCE IS MD, GO TO 9b**

## **9a Payment method – collection service**

**IF CURRENT/LATEST EXPERIENCE IS COLLECTION SERVICE**

### *What led to this payment method*

- Why Collection service.
- Preference of other parent.
- Recommendation (e.g. of solicitor).

### *Experience of payment method*

- Whether there have been problems.
- What these have been?
- Why there have been problems?

*Views of payment method*

- Advantages/disadvantages.
- How feel that payment option affects ease of making payments.
- Whether payment option has had an impact on relationship with ex-partner, or contact with children.
- Whether payment option has had an impact on staying in work or starting work.

*Flexibility of payment method*

- Changes in circumstances (e.g. change in either parent's work/benefit status):
  - experience of how changes in circumstances taken into account;
  - how much is experience (positive or negative) linked to payment method?

*Interest in Maintenance Direct*

Maintenance Direct: arrangement for payments to be paid directly by the non-resident parent to the parent-with-care, instead of the CSA collecting the payments:

- Would they like more information about Maintenance Direct? If so, what?
- What changes to the system might make them use Maintenance Direct?
- What changes to their circumstances might make them prefer Maintenance Direct?
- What would their financial situation need to be like?
- What their relationship with the other parent need to be like?

**SKIP 9b IF USING COLLECTION SERVICE****9b Payment method – maintenance direct****IF CURRENT/LATEST EXPERIENCE IS MAINTENANCE DIRECT***What led to this payment method*

- Why Maintenance Direct.
- Preference of other parent.
- Less contact with CSA.
- More flexibility.

*Experience of payment method*

- Experience of using MD:
  - how payments compare to original level of maintenance calculated;
  - whether there have been problems;
  - what these have been;
  - why there have been problems;
  - when was last contact with CSA? Reason for contact;
  - whether still feel like involved with CSA.

*Views of payment method*

- Advantages/disadvantages.
- How feel that payment option affects ease of making payments.
- Whether payment option has had an impact on relationship with ex-partner, or contact with children.
- Whether payment option has had an impact on staying in work or starting work.
- MD meant to mean greater flexibility in frequency of payment – do they agree; is that helpful.
- MD thought to encourage positive relationship with ex-partner, and more positive contact with children – do they agree.
- Whether they would recommend Maintenance Direct, and why.
- Whether have suggestions for improving the system.
- Dealing with changes in circumstances.

*Flexibility of payment method*

- Changes in circumstances (e.g. change in either parent's work/benefit status):
  - experience of how changes in circumstances taken into account
  - how much is experience (positive or negative) linked to payment method

*Interest in CS*

- Would they like more information about the Collection Service? If so, what?

**10 Promoting MD***All*

- Not many people opt for Maintenance Direct, why do they think this is?
- Department for Work and Pensions would like more people to use MD, what needs improving?

- Marketing:
  - timing of information (e.g. how long after first CSA calculation of payment); usefulness of reminders;
  - format of information;
  - best sources of information e.g. whether solicitors should be told more about it.

## **11 Final points**

- Anything else they would do differently.
- What advice would they give about maintenance payments, if someone they knew had just split up with their partner?
- What would they say are the key issues for parents, which the Child Support Agency needs to be aware of?
- Any other points they would like to add.

**GIVE RESPONDENT INCENTIVE IF NOT ALREADY DONE SO, AND REMIND ABOUT CONFIDENTIALITY**

# Appendix D

## Analysis chart structure

### Chart 1 Background

1.1 Current household composition – members of household, how long lived in neighbourhood, social networks, other caring responsibilities.

1.2 Resident children – ages, whether at school, childcare used, any special needs, whether have always been resident with responsibility, (if not, when, why and for how long).

1.3 Non-resident children – ages, whether at school, childcare used, any special needs, whether have ever been resident with responsibility (if so, when, why and for how long).

1.4 Respondent – current work/benefit status; work and education history; reasons for changes/periods out of work; effects of e.g. having children, relationship break-up; past and present health and well-being; sources of practical and emotional support.

1.5 New partner (if applicable) – when relationship began; whether live together (and, if so, from when) any resident or non-resident children; whether in work/education and details; health and well-being.

1.6 Ex-partner(s) – number of ex-partners with whom have children; current work/benefit status; current family circumstances; health and well-being; respondent's feelings towards ex-partner(s).

1.7 Respondent's financial circumstances – level and sources of income; main outgoings (mortgage, debts); housing tenure; how coping financially; whether need to borrow or rely on others for financial help.

1.8 Other.

## Chart 2 Separation

- 2.1 Background and reasons – length of relationship; married/co-habiting/living apart; what relationship was like; when ended and why; how old were children; events that brought split about.
- 2.2 Break-up arrangements – what were they - financial, contact (with ex and children); how were they arrived at (whose choice? How formal/informal?).
- 2.3 Respondent's feelings about break-up and arrangements made, anything would have done differently, advice would give to people in a similar situation.
- 2.4 Impacts of break-up on respondent and children– financial, practical, emotional.
- 2.5 Whether both parents stuck to arrangements up to point when CSA involvement started; who didn't and why; impact of lack of compliance at that time.
- 2.6 Other.

## Chart 3 Contact and relationships

- 3.1 Respondent's current relationship/contact with ex-partner – frequency, regularity, reasons, nature (e.g. face-to-face, phone, writing; minimal, amicable etc), contact via third parties (e.g. children, other friends/relatives), problems (e.g. verbal or physical abuse), how happy with current arrangements, views.
- 3.2 Changes in respondent's relationship/contact with ex-partner over time – nature of changes, reasons.
- 3.3 NRP's current relationship/contact with children – pattern, frequency, regularity, location, nature (how formal/informal, activities, overnight stays, holidays); telephone contact; how planned/spontaneous, scope for flexibility and how negotiated; what they do together, what is relationship like; whether PWC has contact with children while in NRP's care.
- 3.4 Changes in NRP's relationship/contact with children over time – nature of changes, reasons, ease of transition (include whether NRP was ever PWC).
- 3.5 Views on NRP's relationship/contact with children – how important for NRP to have contact; how well do arrangements work; what would ideal arrangements be in the past, now and in the future; has PWC tried to limit/stop contact and why.
- 3.6 Respondent's perceptions of children's views (if applicable) now and in the past.
- 3.7 Other.

## Chart 4 Experience of the CSA

- 4.1 First contact with CSA – who approached who, nature of contact (phone, letter, etc), where heard about CSA, understanding of CSA's role at that time, ease/difficulty of providing information required.
- 4.2 Views on CSA's involvement – effects on relationship with ex-partner and children, whether better or worse than CSA not being involved.
- 4.3 Ongoing involvement with CSA – reasons for becoming involved, type of contact (phone, letter, face-to-face), stages when has become involved (e.g. initial settlement, when changes happened, when problems arose).
- 4.4 Problems experienced with the CSA – e.g. complicated forms, delays, missing information, poor customer service, conflicting advice, lack of contact.
- 4.5 Views of the CSA – key issues for parents, suggestions for improvement, e.g. should CSA provide other forms of support (e.g. emotional)?
- 4.6 Other.

## Chart 5 Maintenance, compliance and other payments.

- 5.1 Payment circumstances/history – (if applicable) what was payment level prior to involvement of CSA and who established this; current payment level and arrangements (include both child maintenance and other ongoing or one-off payments as well as additional goods/gifts/payments in kind) and changes over time; how payment made (eg via standing order, cheque) and changes over time; any overpayment or outstanding arrears and how dealt with; expected or hoped-for changes in future.
- 5.2 Views on payment levels past and present– understanding of how calculated, fair or unfair, whether took all relevant information into account, how compares with other/previous payment level(s) if applicable.
- 5.3 Views on concept of child maintenance – what are NRPs' financial responsibilities and why.
- 5.4 Non-compliance (short and long-term) – timing and length of periods of non-payment; reasons and effects; how dealt with; understanding of CSA's role in collecting arrears; how important it is paid on time and why; how important to collect arrears and why.
- 5.5 Factors affecting compliance/non-compliance – e.g. nature of relationship with ex-partner/children, whether PWC actively pursues payment, financial factors, CSA quality of service awareness of CSA enforcement powers (e.g. fines, property seizure, deduction from earnings).

5.6 Role and significance of maintenance – importance to PWC of getting the money; what PWC does if not enough money; methods of getting additional money; impacts – practical, emotional, effects on relationships with ex-partner/current partner/children; PWC's feelings about having to ask for/chase up money

5.7 Other.

## Chart 6 Payment method

6.1 Payment method history – payment method adopted at point of CSA being involved (CS vs. MD), changes since then (timing, nature, reasons), current payment method, expected/hoped-for changes in future.

6.2 Awareness and views of different payment methods – sources of information, understanding of differences, views on which payment method is better and why (NB this could include alternatives to CS and MD, e.g. buying goods rather than transferring money).

6.3 Collection Service – perceived advantages/disadvantages, reasons for using (if applicable), whose choice.

6.4 Maintenance Direct – perceived advantages/disadvantages, reasons for using (if applicable), whose choice, whether still feel involved with CSA.

6.5 Feasibility of using MD – what do circumstances have to be like for it to be possible, e.g. nature of relationship with ex-partner, financial circumstances

6.6 Suggesting for improving and promoting MD – e.g. what information would be useful, what should CSA's involvement be like, how do they think parents could be persuaded.

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