



Compensation Policy

1. Aim of policy

- 1.1 This policy outlines our approach to providing compensation to our customers in a fair, consistent and proportionate way.
- 1.2 The aim of the policy is to:
- establish when we will award compensation
 - ensure compliance with any statutory and regulatory obligations

2. Scope of policy

- 2.1 For the purpose of this policy there are three types of compensation:
- **Statutory Compensation Payments**, which are payments predetermined through legislation and regulation
 - **Financial loss payments** this is discretionary and may be given where we decide a level of service, action or inaction has not been provided in line with our service standards. Payments will be made for unreasonable and evidenced financial losses incurred by the customer as a direct result of our failure to deliver the service but does not include losses as a result of damage to personal belongings.
 - **Discretionary payments** which are discretionary gestures or payments made in acknowledgment of a service failure where practical actions alone are unable to restore a customer to their position prior to a service failure.
- 2.2 We are unable to consider claims for compensation where:
- Claims are relating to incidents that happened over six months ago, unless the customer has only recently become aware of the situation
 - Claims are relating to services not provided by or outside of our control
 - Claims are subject to tribunal or legal proceedings
 - Claims are for damage to personal belongings that are covered by a home contents insurance policy
 - Claims are for damage to personal belongings or personal injury as a result of alleged negligence by us which needs to be considered by our insurers
 - Claims where service standards were met or where services had not been requested



- Claims where the fault is due to a customer's own action, lack of action or wilful damage (including those of a family member, visitor or neighbour)
- The fault of a third-party e.g. a utility supplier
- Short-term nuisance caused by building works
- Circumstances beyond our control e.g. severe weather
- Where this is an active disrepair claim

2.3 Compensation claims will be considered on their own merit or as part of a formal complaint

2.4 In accordance with the terms and conditions of the tenancy agreement, customers are required to keep paying any required rent and/or service charges while we investigate and process compensation claims.

2.5 This policy applies to all our customers regardless of tenure but excludes market sales.

2.6 All staff need to be aware of this policy.

3. Policy statement

3.1 We are committed to delivering services of the highest quality and achieving high levels of customer satisfaction. We recognise that sometimes we might get it wrong or our services may not be meeting our service standards. This policy provides a clear, simple and accessible opportunity for customers to be able to raise compensation claims and have them promptly, politely and fairly handled

3.2 This policy supports our commitment to valuing customer feedback and providing us with an opportunity to listen to and learn from our customers. It enables us to restore a customers' position following service failures and redress any losses they may have incurred, maintain positive customer relationships and constantly develop our organisational strength.

3.3 We will use our discretion, with Head of Service or Executive Director approval, in the implementation of this policy and may at times make a decision outside, but within the spirit of the policy.

3.4 Compensation will be offset against any debts owed by the customers unless the compensation offered is a financial loss payment to reimburse the customer for out of pocket expenses. This will be at the discretion of the Head of Service or Executive Director.

4. Policy

4.1 Statutory Compensation Payments



The statutory compensation payments are the right to repair, right to compensation for tenants' improvements, and home loss and disturbance allowances which are covered under the Land Compensation Act.

These payments are all covered under legislation which provides clear criteria under which they are paid and the amounts that are payable.

4.2 Financial Loss payments

Customers may be entitled to financial loss payments under the following circumstances:

- Loss of use of facilities and amenities.
- Additional utility costs have been incurred due to using substitute heating and dehumidifiers which would have been above the normal expected spend
- Loss of or poor quality of service chargeable services
- Other financial losses as a direct result of a service failure

The compensation guidance framework outlines the criteria to be applied and the amounts that are payable.

Discretionary payments are considered where practical actions alone are not able to restore a customer to their position prior to a service failure. These will not always be financial and, in many instances, may be gestures such as:

- A personal visit to apologise
- A letter of apology
- Flowers
- A card

4 Statutory requirements

- Tenant Involvement and Empowerment Standard
- The Housing Act 1996
- Right to Repair Scheme 1994
- Right to Compensation for Tenants Improvements Scheme 2001
- Land Compensation Act 1973
- Data Protection Act 1998
- Equality Act 2010

5 Related policies

- Complaints Policy



- Equality and Diversity Policy
- Data Protection Policy

6 Monitor and review process

7.1 Compensation claims will be recorded on our housing management system and monitored. Regular reports will be reviewed by the Customer Operations Management team, The Executive and the Board as required

7.2 This policy will be approved by The Executive and reviewed every year

7 References/appendices

Compensation Guidance Framework

Author	Owner	Date approved	Review date
Alex Nagle	Jonathan Cowie	June 2020	June 2021