

Compensation Policy

Revised November 2020

Examples of where CHS may pay compensation for Service Failure

Compensation payments may be made in the following situations:

- a) If a CHS employee or contractor fails on two occasions to keep a mutually agreed appointment regarding the same matter; then on the second occasion, if a complaint is received, a payment of £10 compensation will be made, plus an additional £2 per day until the appointment is kept, up to a maximum of £50. (Compensation will not be payable if at least 24 hours' notice of cancellation has been given for both appointments or where there are exceptional circumstances).
- b) Where someone making a complaint can satisfy us that they have had to pay unreasonable costs, such as travel or phone calls in order to make or progress a complaint, then we will repay the excessive part of these costs on receipt of bills or receipts.
- c) Where we have a contractual duty to provide estate and grounds maintenance services set out in tenancy and lease agreements, and customers are paying for a service or services that have not been provided, as outlined below:

Service Description of qualifying service failure

- handyperson and cleaning services - where there has been a total failure to deliver handyperson or internal cleaning services - for a period of 14 days or more (unless the Service Level Agreement specifies longer periods between visits);
- grounds maintenance - where there is a total failure to deliver grounds maintenance services for a period of 28 days or more
- emergency call monitoring - where the system has been out of order for more than 24 hours
- lifts - where the lift has been out of order for a period of 48 hours or more and there is no alternative arrangement on site
- door entry system - where the system has failed continuously for a period of 7 days or more
- communal TV aerial - where the aerial has been out of order for a continuous period of more than 48 hours (applicable where customers pay a service charge for this service).

Customers will be reimbursed for the cost of the service for the period of the failure through a credit to the Service Charge account

- d) Where CHS has a contractual duty to provide repairs and maintenance services set out in tenancy and lease agreements, outlined as below:
- Loss of heating for more than 5 days between October and April inclusive - £10 per week
 - Loss of hot water for more than 5 days - £10 per week
 - Loss of use of room(s) for repair work - £10 per week per room. An appropriate amount will be calculated where there is a loss of use of private facilities within Registered Care Homes, and such amount will need to be agreed by the relevant Head of Service or Director.
 - Reasonable costs of storage for customer's goods and furniture where necessary for the duration that a room is not habitable and external storage is essential.
 - Damaged decorations - £40 per room (payable using CHS' current approved voucher system)
 - Where we or a customer provide an alternative form of heating because of a heating breakdown, we will pay compensation of £2 per day to cover difference between the costs of running the two systems where the alternative one is more expensive.
 - Where we provide a de-humidifier or similar item to help dry out a property following a flood or leak caused by an act or omission by, then we will pay compensation of £2 per day to cover the running costs.

Discretionary Compensation Payments for Minor Inconvenience

In situations whereby the customer has experienced a mild degree of inconvenience and in addition to an apology and practical action to put matters right, discretionary payments may also be made as a 'good will' gesture.

Such payments will not exceed £25 and will be at the discretion of staff.

Discretionary Compensation Payments for Major Inconvenience

In situations where a customer has experienced major disruption or inconvenience due to a service failure by CHS, a higher amount will be considered in addition to any other form of compensation applicable, as detailed above. Such amounts will need to be agreed by the relevant Head of Service or Director.