

Compensation Policy

Revised April 2023

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 31st October and 1st May 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, per heater (max 2 heaters), 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.

Any compensation payments relating to a contractor's own failings will be paid in full by the contractor.

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, up to a maximum of £500, will be considered in addition to any other form of compensation applicable, as detailed above.

Discretionary payments for major inconvenience include payment for:

- Damage to property or decorations because of negligence by an employee or contractor.
- Unacceptable delays in providing services which have resulted in serious distress or inconvenience to the customer.
- Unacceptable responses to upheld or partially upheld complaints which have caused distress, dissatisfaction, or inconvenience.
- Where the customer has incurred additional costs because of a failure in service.

Such payments up to £250 need to be agreed by the relevant Head of Service. Higher payments must be authorised by a director.