

## Compensation Policy

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Ratified by:

Customer Complaints Panel      September 2020

Customer Committee              October 2020

Operations Committee            November 2020

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## 1. Aim of Policy

1.1 CHS aims to provide an excellent service to all its customers, however, we recognise that there are times when our service fails to meet the high standards we have set. If we fail to meet the level of service set out in our published standards, we aim to put things right. At times this may involve paying compensation.

1.2 CHS aims to deliver all services in line with our values of:

**Respect** – we treat everyone with fairness, respect and dignity

**Approach** – we put as much emphasis on the way we do things as on what we do

**Partnership** – we develop open communication and equal relationships with our customers, staff and partners which value their contributions and enable us to work together effectively

**Openness** – we are open, positive and flexible towards new ideas and encourage innovation and creativity that will improve the outcomes from our services

**Deliver** – we do what we say we will do and are accountable for our actions

## 2. Policy Statement

2.1 CHS will consider compensation for:

- All statutory obligations - applies to customers in rented properties
- Discretionary payments - applies to all CHS customers including those who live next to a property owned or managed by CHS.

2.2 It does not include customer organisations with whom we have a business contract to provide a service. Service failure in such cases will be dealt with under the terms of the contract.

2.3 The policy will not include service failures which are:

- The fault of a third party such as a utility company – electricity, water, gas etc.;
- Beyond our control - e.g. severe weather or where we have advised customers in advance that a service will not be available;
- Insurance claims relating to financial loss, damage to third party property or personal injury which will be dealt with in accordance with the insurance procedures and/or contract preliminaries;
- Subject to tribunal or legal proceedings.

2.4 Compensation will not be paid when customers have to take time off work or make special arrangements to enable repairs, improvements, attend appointments with our staff or contractors, or for follow up maintenance work to be carried out.

2.5 CHS will consider each claim on its own merits and, while compensation may sometimes be appropriate, customers will have no automatic right to compensation unless it is statutory.

- 2.6 Practical solutions will be the main remedy. At all times CHS will aim to make compensation payments in line with our procedure in order to ensure that the process is fair to everyone.

### **3. Statutory Obligations**

- 3.1 This section of the policy applies in to customers in rented properties.

#### Right to Payment for Improvements

CHS has procedures where customers can claim a payment for certain specified improvements which they have carried out during their tenancy. The customer must have written permission for the improvement from CHS otherwise the payment will not be payable. For further details please refer to Right to Compensation for Improvements Policy.

#### Compensation for planned or necessary disturbance or home loss

Occasionally we encounter situations of CHS tenants having to be permanently rehoused due to their property being sold, demolished or redeveloped. Legislation requires that landlords such as CHS have to make a Home Loss payment to such tenants who face permanently losing their homes. The amount of such payments is also determined by legislation.

- Only tenants who have occupied the property as their only principal home for the preceding 12 months or more are entitled to a Home Loss Payment, and those who are or have been already seeking to move do not qualify.
- When CHS intends to dispose of a property rather than improving or redeveloping it, we will offer a discretionary home loss payment at the same level as the Statutory Payment, except where the tenant has previously requested a move to alternative accommodation.
- These discretionary payments will not apply to temporary moves where the tenant will return to their original home after works have been carried out.
- In all cases, however, we will pay reasonable disturbance expenses to compensate tenants for the actual expenses associated with moving. The amount will vary for individuals but we will meet all reasonable costs.

### **4. Discretionary Compensation**

- 4.1 References in this policy to CHS should by extension include contractors acting on behalf of CHS.
- 4.2 The **Guidance Notes at Appendix A** provide examples of the levels of discretionary compensation. These will be reviewed at the same time as this Policy is reviewed.

#### 4.3 Compensation for damage to property

CHS may pay compensation where a customer has incurred damage to property that they own or personal belongings if:

- The damage is a direct result of CHS' actions such as accidental damage;
- As a result of an event or incident in another property owned by CHS, where the event or incident is CHS' fault;
- CHS may choose to deal with any claims for losses via its Public Liability insurance.

#### 4.4 Compensation for CHS' service failure

CHS may pay compensation where the standard of service provided by CHS or its staff is considerably below the standard that could be reasonably expected. CHS' agreed Service Standards are set out in the Tenants Handbook, and in the Customer Service Standard booklet. This compensation is at CHS's absolute discretion and will only be authorised if the customer has been substantially inconvenienced or incurred financial loss as a result of CHS' failure. Compensation of this nature will normally be considered as a result of the complaints process.

#### 4.5 If compensation is considered the following factors should be taken into account:

- Exceptional worry, distress or inconvenience has been caused by the events;
- Specific financial losses have been incurred;
- A customer has had to live in poor conditions for longer than is reasonable due to our failure to deal satisfactorily with repairs that are the landlord's responsibility.

#### 4.6 Compensation for missed appointments will only be paid to customers in those circumstances detailed in Appendix A paragraph a. Customers will be charged for missed agreed appointments with contractors or staff, where the customer has not given 24 hours notice of cancellation, unless there are exceptional circumstances. Customers will be recharged £10 for a missed appointment.

#### 4.7 Customers that owe a debt to CHS, such as rent arrears, will have any entitlement to compensation offset against such sums unless they are:

- For additional heating or utility costs associated with repairs failures, or
- Associated with replacing uninsured personal possessions caused by an act or omission by or on behalf of CHS.

#### 4.8 Appeals on the level of compensation awarded will be considered by the Customer Complaints Panel. The appeal will need to be submitted in writing or via e-mail, detailing the grounds for the appeal. Any appeal will need to be reasonable and submitted within 30 working days of the offer of compensation made by CHS.

#### 4.9 The process of appealing against a decision is the same as making a complaint about a service and the CHS Complaints Policy will apply.

4.10 If a complaint is escalated to the Housing Ombudsman, they may decide that compensation is payable. This will only happen when the Ombudsman judges that there is evidence of service failure or maladministration and that compensation is the most appropriate remedy.

#### 4.11 Customer responsibility

It is customers' responsibility to have home contents insurance and we expect them to claim on this insurance where it is appropriate to do so. This policy is not intended to replace or compensate for the lack, on a customer's part, of contents insurance.

If necessary, to avoid financial loss for the customer, CHS will consider covering any excess on the customer's home contents insurance or to avoid unreasonable increases in the premium. To consider this payment, the customer will need to provide evidence of the financial loss.

#### 4.12 How to claim

Customers can submit a claim for compensation in writing, by phone, in person or by email. The claim should be submitted within six months after incident that has resulted in the loss. CHS reserves the right to make a compensation payment directly into a customer's rent account if rent or any other debt is outstanding.

### **5. Equality and Diversity**

5.1 As an organisation, we believe that equality matters and that staff, customers and partners should be treated as individuals and with fairness and respect. We believe that diversity of people their skills, experiences and abilities is a strength that helps us as an organisation achieve the best we can. We will ensure that these principles are applied fairly and consistently to all our staff, customers and partners by ensuring that:

- We will not directly or indirectly discriminate against any person or group of people because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, sexual orientation as set out in our Equality and Diversity policy.
- Our services are relevant, responsive, accessible and sensitive to the needs of our existing and future staff, customers and partners.
- We comply with all the legal requirements in particular the Equality Act (2010) and Human Rights Act (1998) and to go beyond these legal requirements. With regard to the Human Rights Act we are particularly mindful of role Housing Associations have to play in respecting Article 6 Right to a fair trial; Article 8 Right to respect for private life, family life and the home Article 14 Prohibition of discrimination.

### **6. Confidentiality and Information Sharing**

6.1 We will only share information as outlined in our Data Protection Policy and the Privacy Notices available on the CHS website.

## **7. Monitoring and Evaluation**

- 7.1 Operations Committee will receive details of the levels of compensation paid as part of the regular reports on overall customer feedback.
- 7.2 CHS will monitor the effectiveness of this policy and recommend policy changes to improve service delivery. This Policy will be reviewed together with the Complaints Policy