

Compensation Policy

Author Interim Operations Director

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Compensation Policy

Aim of Policy

This policy sets out the circumstances in which we may consider making a compensation payment for service failure, and where we will compensate customers in line with contractual or legislative requirements.

Who the Policy Applies to

This policy applies to any residential customer or service user of the CHS Group.

Summary of Policy

CHS aims to provide excellent services and to meet our agreed service standards in delivering services for our customers.

We also aim 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

However, we recognise that sometimes we may fail to do so.

In many instances of service failure, we believe an early apology, practical action to put matters right, and/or a goodwill gesture should be adequate to resolve the issues for customers.

Financial compensation will only be considered where;

- it is not possible to take action to appropriately redress any harm or significant inconvenience for a customer,
- a customer has incurred proven financial loss, or
- CHS is under a statutory or contractual obligation to compensate a customer.

Compensation may be payable where the failure has caused harm or significant inconvenience, and includes, but is not limited to;

- Failure to carry out a repair within the specified time limit
- Significant failure in service
- Significant loss of facilities

Our Definition of 'Harm or Significant Inconvenience' is an act or omission by or on behalf of CHS which has caused considerable distress, disturbance or annoyance directly to a CHS customer for an extended period.

Examples of where we 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 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 of handyperson and cleaning services for a period of 14 days or more
garden maintenance	where there is a total failure of gardening services for a period of 28 days or more
estate-based staff other than handypersons and cleaners	where estate-based staff are absent for more than 14 days continuously without alternative cover
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.
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

- 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

- 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 in decoration vouchers)

Where we or a customer provide an alternative form of heating because of a heating breakdown, we will pay compensation for the reasonable 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 for its running cost.

Where we will not pay Compensation

We will not consider or pay compensation where;

- Personal possessions have been damaged by incidents which are due to fair wear and tear or caused by neglect or damage by tenants. Re-compense for such items should always be claimed through household contents insurance.
- 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.

How we will assess compensation

A claim for compensation setting out the grounds for compensation and the amount sought must be made to CHS before any payment will be considered or made.

This will need to set out relevant information about –

- the cause and extent of the harm or significant inconvenience
- what we said we would do
- how we (or our contractors) failed to do what we said we would do
- how long the problem went on for – or, if it was a "one-off" incident, the date and time that this occurred
- the degree of compensation requested

How we will Pay Compensation

Compensation will normally be paid direct to a customer, except

- 1) If a customer owes rent, service charge or other debts to CHS, compensation will be offset against those, unless they are
 - 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.
- 2) For estate and grounds maintenance services, all compensation will be via refund to the service charge accounts.

In cases where;

- damage has occurred to a customer's possessions as a result of our failure to deal with a repair problem, or
- damage has occurred to a customer's possessions as a result of an act or omission by CHS staff or contractors, and
- there are any claims for personal injury or public liability,

we will refer the matter to our insurance companies, who will handle all further communication and any final compensation payments.

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.

Home Loss and Disturbance Payments

Occasionally we encounter situations of CHS tenants having to be permanently re-housed 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.

Monitoring and Evaluation

We will monitor the amounts and types of compensation and good will gestures paid on an at least annual basis - to ensure value for money, consistency and fairness for all customers is being delivered in the application of this policy.