

Compensation Policy

Policy area	Complaints & Resolution Service (Customer Experience)
Policy owner:	Head of Complaints & Resolution
Approved by:	Customer Services Committee
Date approved:	18/11/2020
Date of next review:	01/11/2023

1. Introduction

- 1.1 This Policy meets the requirements of the Homes & Community Agency regulatory framework that came into effect 1st April 2012 which sets out the standards that housing providers must meet.
- 1.2 The policy meets the standard “Tenant Involvement and Empowerment” which contains requirements relating to Customer Service, Choice and Complaints.

2. Policy Aims and Objectives

- 2.1 The aim of this policy is to state the position relating to all claims and covers
 - General claims
 - Goodwill gestures
 - Right of compensation for delays in Repairs
 - Compensation for tenants’ own improvements
 - Home Loss and Disturbance payments under the Land Compensation Act 1973
 - Compensation for any loss of amenity or damage to possessions

3. Policy Statement

- 3.1 A2Dominion Group is committed to providing an efficient and responsive service to its residents and leaseholders. Where the service delivery does not meet the service standard A2Dominion will consider compensation to affected tenants.

4. Implementation

- 4.1 Appendix 1 – Implementation
- 4.2 Appendix 2 – Payment Schedule (office use)
- 4.3 Appendix 3 – Payment Guidance (office use)

5. Performance Measures and Targets

- 5.1 Details of all payments made must be recorded as part of the A2Dominion complaints procedure, these include
- Reason for payment
 - Amount
 - Date paid
 - Authorising officer
- 5.2 All goodwill gestures such as flowers, vouchers and chocolates will be recorded by the Complaints and Resolution Service. It is acceptable for the complaint to be closed straight away if the resident is happy with the goodwill gesture they have received.
- 5.3 All managers are expected to record all compensation payments made by themselves or their officers, and provide details to the complaints and resolution Service. All payments will be included in an annual compensation award summary that will be presented to the Executive Management Team, which shall be responsible for monitoring compensation activity.

6. Responsibility and Reporting Arrangements

- 6.1 It is the responsibility of the Group Directors, Executive Management Team, Head of Complaints & Resolution and the Complaints & Resolution Service to ensure the awareness of this policy, best practice and regulatory requirements.
- 6.2 The Complaints & Resolution Service is also responsible for ensuring they guide the operational managers and staff in its implementation.
- 6.3 It is the responsibility of all operational managers to ensure compliance with this policy, the relevant procedures and to act as a role model for their staff demonstrating how it should be implemented in day to day operations.

7. Monitoring and Review Arrangements

- 7.1 This policy will be reviewed in order to incorporate legislative, regulatory or best practice developments. A2Dominion will also make policy and procedural amendments as and when new services or systems are introduced to improve the quality of complaint monitoring. Reviews will be undertaken in consultation with residents where appropriate.

8. Equality & Diversity

- 8.1 A2Dominion Group, staff, partners, stakeholders and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.
- 8.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out on the requirements of the Equality Act 2010.

9. Associated Documents

- Complaints Policy
- Complaints Procedure
- Unacceptable Actions by Complainants Policy
- Decant Policy
- Decant Procedure
- Tenant Alteration Policy

10. Record of Amendments

Date	Details of amendment	Name
18.11.2020	Appendix 2 (Payment Schedule); <ul style="list-style-type: none">• Changes to ensure fixed payment amounts for service failure to ensure consistency of payments in line with the Housing Ombudsman Complaint Code.• Added C&RS Senior Officers & Managers to Level of Authority table.	D. Morrison

Appendix 1 – Implementation of policy

1. Deductions of outstanding debts to the Group

- 1.1 Any amounts owing to the Group by the tenant, by way of rent arrears, outstanding service charges or sundry debts will be deducted from any payments made. The amount will be calculated and a credit made on the relevant rent, service charge or sundry debt account. Payments however will not be offset against rent arrears, service charge or sundry debts where the payment is regarding a financial loss.

Payments made in respect of an insurance claim cannot be automatically offset against monies owed to the group; however residents should be encouraged to use the payment to clear any arrears.

2. Claims against third parties

- 2.1 Where we receive a claim against a third party, such as a contractor working on our behalf, we will actively enforce any contractual provisions and, where appropriate, provide contractor contact details to our customers to assist them in pursuing their claim. Complaints against contractors will be monitored to identify trends. If A2Dominion chooses to offer a gesture of goodwill this does not constitute an admission of liability. Any claims against A2Dominion should be referred to the Groups insurers to establish whether the claim is valid.

3. General claims

- 3.1 The Group is committed to delivering quality services and will, at its discretion, consider the settlement of claims where, through its own omission or fault, it fails to deliver the appropriate and agreed level of service.
- 3.2 Where an appropriate level of service has not been delivered, the policy also allows staff, directors and operational managers to make discretionary payments within their delegated authority for any expressions of dissatisfaction to the affected party. (See Appendix 2 – Level of authority)
- 3.3 Payments will not be made if the Group has taken reasonable steps to remedy any failure of service delivery that has arisen due to unavoidable circumstances

or if the tenant or service user prevents or delays the service delivery, or has contributed in some other way to the service failure.

- 3.4 Claims for injury, damage to property or costs incurred through the negligence or alleged negligence of the group's staff or its agents will be referred to the Group's insurers for consideration and action.

4. Expressions of Dissatisfaction

- 4.1 The Group may decide that service failure for Expressions of Dissatisfaction warrants compensation. The investigating officer may consider sending a bouquet of flowers, box of chocolates, vouchers or monetary redress in these types of cases. This should be considered where a member of staff finds that a customer has received a poor service, not received a service, or received a service that has been unreasonably delayed. This type of goodwill acknowledgment does not constitute an admission of liability.

5. General Data Protection Regulation (GDPR) Compensation

- 5.1 Data protection is regulated by the Information Commissioner's Office (ICO) and with effect from May 2018, individuals can seek compensation in increased circumstances including distress as a result of an organisation committing an information security breach.
- 5.2 All GDPR compensation requests should be dealt with by the Company Secretary, who is the Group's Data Protection Officer. Compensation will be managed on a case by case basis and with advice from the ICO where applicable. All compensation payments of this nature must be signed off by a member of Executive Management Team (EMT).

6. Right to Repair

- 6.1 The right to repair is a contractual right given to all tenants (General Needs and Affordable); it allows tenants the right to claim compensation when qualifying repairs are not carried out within our published timescales. Please see the 'day to day' repairs leaflet for qualifying repairs.
- 6.2 If the repair is not completed within the stated timescale and the customer notifies A2Dominion, a second time limit equivalent to the first will be given. If the repair is not carried out within the revised time scale then the tenant is entitled to claim compensation. Please see the payment schedule for level of appropriate payment.
- 6.3 Compensation will not be payable if:
- It is not an emergency or urgent repair

- A2Dominion is not responsible for the repair
- The repair was needed because of damage caused by the tenant
- The tenant had not informed A2Dominion that the repair was needed
- The tenant failed to provide access or make an appointment with the contractor to inspect or carry out work on the disrepair.
- Contractors could not obtain the necessary parts to complete the work or additional work is required and the tenant has been advised of the situation

7. Compensation for tenants' improvements

7.1 When a tenancy is ended, A2Dominion will compensate its tenants for any qualifying improvements made to their homes after April 1 1994. Compensation will only be payable if:

- Permission had been requested in writing to A2Dominion to allow the improvements to be undertaken and A2Dominion has granted permission.
- The cost of the improvement is not too high. Three quotes from contractors must have been obtained and copies sent to A2Dominion and a final invoice sent on completion.
- The improvements complied with statutory approvals
- The tenants agreed to allow a A2Dominion Surveyor to inspect the property
- The improvement has been maintained
- The improvement does not benefit a future tenant of A2Dominion

7.2 A claim will not be considered if:

- The tenant is buying their home through the Right to Buy or Right to Acquire Scheme
- The tenancy is terminating because of legal action taken by A2Dominion to recover the premises.

8. Compensation for Home Loss or Disturbance

8.1 If a resident is made to move permanently from their home due to improvement or development the resident will be paid compensation in accordance with the statutory requirement set out in the Land Compensation Act 1973 which is reviewed annually. The resident must have been in occupation of the dwelling as

his/her main residence for a period of one year before the move. A Home loss payment will only be paid once.

- 8.2 Only residents who have an outright legal interest in the property will qualify for Home Loss. Lodgers and sub tenants do not qualify.
- 8.3 Disturbance payments will be paid to residents for the reasonable financial costs incurred with having to move from their home or losses suffered as a result of the move. This can be paid in addition to the Home loss payment.
- 8.4 It is recommended that such cases are assessed on a case by case basis in order to additionally pay all reasonable relocation expenses.
- 8.5 All payments of 'Reasonable Relocation Expenses' must be supported by the production of receipts which shall be retained by the Group or its subsidiary.
- 8.6 These can include:
- Cost of removal carrier or van hire
 - Reconnection of all existing appliances at the new home. This could include; telephone, cooker, washing machine, tumble dryer, dish washer, a separate line for computer, satellite or cable TV (if these were at the previous home). It may also include any special appliances required for any special needs within the existing household
 - Cost of taking up and relaying carpets and alterations to existing curtains.
 - The Group or its subsidiary will not pay the cost of replacing existing items with new but will pay the equivalent alteration costs which can be offset against the costs of replacement receipts.
- 8.7 The Decant Policy must be referred to when assessing any payments for Home Loss and Disturbance.

9. Loss or damage to a resident's belongings

- 9.1 Residents are strongly advised to take out home contents insurance to insure their personal possessions and decorations against damage or loss to fire water damage, burglary etc. This policy is not intended to replace or compensate for the lack, on a resident's part, of contents insurance.
- 9.2 If a resident believes that A2Dominion, or a contractor working on behalf of the company, is liable for damage or personal injury then the claim should be assessed and referred to the appropriate insurance company. Residents should not be asked to claim on their home contents insurance unless there was no way A2D could have prevented the damage from occurring.

- 9.3 Home contents insurance is normally on a 'new for old' basis, which means that damaged items will be replaced. A liability claim against A2Dominion will, if successful, be on an 'indemnity' basis which deducts an allowance for wear and tear; residents should be clearly informed of this when pursuing a claim against A2D.
- 9.4 All claims for personal injury must be referred to our Insurance Section and dealt with outside of this policy.
- 9.5 To progress any claim the resident will be asked for proof of damage and value including receipts and photographs where applicable. Residents must have taken all reasonable steps to prevent further damage such as moving items away from an area affected by a leak and allowing access to a contractor to carry out a repair.
- 9.6 At no time should any indication be given that the tenant will receive financial compensation – this is dependent on liability being proved against A2Dominion.
- 9.7 If a customer does not have home contents insurance, their claim would fall into one of the following categories:
- A2Dominion was warned about a problem and failed to take adequate remedial action within a reasonable period of time. This is then an insurance issue.
 - The contractor caused damage whilst carrying out a repair or the repair was inadequate. This is the contractor's fault and usually an issue for contractor's insurers.
 - A2Dominion did not know about and could not have foreseen the problem because we were not alerted to it. This is unlikely to be deemed A2Dominion's fault and is an issue for our insurers to advise and determine.
- 9.8 A2Dominion staff within the Insurance Team will respond to and administrate insurance claims in a timely manner; however residents should be made aware that A2D have no control over the timescales in which decisions are made by our insurers. Typically insurers have 21 days to respond to a claim and a further 90 days to establish whether the Group is liable. Following that there is no timescale in which to decide on a payment and depending on the nature of the claim this can take months or even years. Residents should be made fully aware of this when we are communicating with them regarding their claim.

10. Compensation for any loss of amenity

- 10.1 Compensation will be paid for loss of a room or amenity where something has gone wrong, where the Group has not been able to offer alternative accommodation.
- 10.2 If there is a planned improvement agreed with the resident – no compensation will be paid unless it takes longer than promised.
- 10.3 Compensation will be payable where there is a loss of amenity. For example: a roof leak may be compensated to cover a percentage of rent paid and for any inconvenience caused.
- 10.4 Any payments for a decant will be made on a case by case basis and in discussion with the Head of Service responsible for the operational management of the tenure type concerned. i.e. Head of Neighbourhoods
- 10.5 The rates will apply where works take more than one working day to complete and will be calculated pro-rata per full 24 hour period without the amenity.
- 10.6 Where communal heating systems fail for at least 48 hours, tenants will be compensated using the loss of heating and hot water payment criteria from the first full 24 hours they have been without the facility.
- 10.7 Where communal lifts fail for at least 7 days, residents will be compensated for each day thereafter where the lift remains out of service, when an alternative solution has not been provided.

11. Additional offers of compensation

- 11.1 This section of the procedure set out the process to follow in assessing compensation in cases where there is no statutory right to compensation.
- 11.2 There will be circumstances where discretionary offer of compensation may be the only available option. For example where:
 - A2Dominion has taken appropriate action but has delayed in doing so and the delay has caused wrong;
 - There is no practical action which would provide a full and appropriate remedy
 - The complainant has sustained financial loss or has suffered stress and inconvenience
- 11.3 A full list of remedy includes:
 - an apology
 - an explanation

- an assurance that the same thing will not happen again (monitored to make sure it does not)
 - action that can be taken to put things right
 - financial compensation.
- 11.4 When applying a remedy, you should ensure the remedy is appropriate to the mistake, and should as far as possible put the complainant in the position he or she would have been in but for the mistake.
- 11.5 When assessing financial compensation, the compensation matrix should be used as guidance to ensure consistency. The following factors will help to ensure the amount is appropriate and reasonable:
- the passage of time, including response times by A2Dominion related to the nature of the problem
 - amount of time expended by the complainant
 - difficulty experienced by the complainant in dealing with A2Dominion
 - the degree of inadequacy of A2Dominion's responses to verbal or written communication
 - whether the inadequate response of A2Dominion resulted to any extent from willful action, as opposed to poor administration
 - the level of minor or generally unquantified expenses incurred by the complainant (such as significant postage or telephone costs, and travel costs) excepting significant quantified expenses (such as legal or other professional fees) which are separate elements of compensation
- 11.6 Management and staff have the discretion to offer compensation. The following standard rates sets out examples of amounts that can be paid where there has been a clear service failure:
- Where a paid estate service has not been provided at all or badly provided, residents will receive reimbursement of service charges for the period that the service was failing.
 - In line with the Housing Ombudsman guidance, residents will be compensated for their time and trouble taken in drawing a matter to the Group or its subsidiary's attention (see maximum amounts payable).
- 11.7 In extreme cases where service failure has caused significant inconvenience to a resident, then an ex-gratia amount of compensation may be payable. This may also apply to cases of inconvenience but where service failure is not clearly proven but the principles of this policy are applicable.

- 11.8 In certain circumstances where the complainant owes money to the Group (for example, rent arrears, service charges or sundry debts), it would usually be appropriate for the compensation to be offset against the debt. The amount will be calculated and a credit made on the relevant rent, service charge or sundry debt account. In such a case the complainant should be clearly informed in the response to their complaint that the compensation will be offset against the debt.
- 11.9 Compensation should not be offset against debt in circumstances where the compensation is awarded for a specific practical purpose such as decoration after repairs. In a case where compensation has been awarded, with £x amount specified for redecoration and £y amount specified as a time and trouble payment or inconvenience, it would usually be reasonable for the time and trouble or inconvenience element to be offset against the debt.
- 11.10 Payments made in respect of an insurance claim cannot be automatically offset against monies owed to the group; however residents should be encouraged to use the payment to clear any arrears.
- 11.11 Further advice on the amount of appropriate compensation can be obtained from the Complaints and Resolution Service.

12. Non- Statutory Compensation

- 12.1 We will offer compensation where a customer can demonstrate they have suffered severe inconvenience equivalent to financial loss due to our 'service failure' in regards to complaints concerning our Private (Market) Rents service, Sales and Marketing service and/or the New Homes aftercare service, which comprises a failure to;
- Provide a service in line with our service standards
 - Provide a service or take action in a timely manner
- 12.2 Where our service failure gives rise to a financial loss, or severe inconvenience to the customer, each case will be determined by the relevant Head of Service up to the amount of £3000, following consideration of the extent of financial loss and/or extent of inconvenience. The maximum payment permitted under these combined categories is £3000 and will be authorised by the Head of Complaints & Resolution.

13. Associated Documents:

- Complaints Policy
- Complaints Procedure
- Decant Policy
- Tenant Alterations Policy

