

# Compensation Policy

---

## 1. Introduction

- 1.1 We aim to provide a good quality service to all our customers. When we fail to meet these standards and commitments we'll take action to put things right as quickly as possible.
- 1.2 This policy applies to customers living in homes owned and managed by A2Dominion, including social housing, specialist housing, shared-ownership and leasehold.
- 1.3 This policy complies with the following regulatory and good practice standards:
  - Housing Ombudsman Service (HOS) Complaint Handling Code and other guidance issued by HOS from time to time
  - Regulator of Social Housing's consumer standards relevant to requirements on Transparency, Influence and Accountability
  - Right to Repair Regulations (1994)

## 2. Policy aims and objectives

- 2.1 We aim to take a proactive approach to compensation and to provide an efficient and responsive service to our customers, in line with our strategic objectives.
- 2.2 We will treat everyone as individuals, taking into account our customers' specific needs.



### **Our accessibility and translations service**

Do you need this information in a different format or language? Please scan the QR code, visit [a2dominion.co.uk/translations](https://a2dominion.co.uk/translations) or call 0800 432 0077

2.3 If we fail to follow our published policies or if there have been unreasonable delays against our service standards, we aim to put things right, which may include financial compensation.

### 3. Definitions

3.1 **Compensation** is a payment in recognition of loss or detriment to a customer. There are two types of compensation we may make:

- payments we are obliged to make, usually due to legal or regulatory requirements, and
- discretionary compensation, which is a payment we choose to make.

3.2 We may pay compensation in these circumstances:

<b>Home loss</b>	If you have to move home permanently because your home is being redeveloped or demolished (this usually only applies if you have lived in your home for a minimum of 12 months)
<b>Disturbance</b>	This payment is for reasonable moving costs if you are required to move to another home temporarily. It may also be paid if you have to move permanently, and you have lived in your home for less than 12 months.
<b>Improvements</b>	If your tenancy is ending and you have made improvements to your home, with the correct permissions (after 1 April 1994)
<b>Right to Repair</b>	This scheme covers 'qualifying repairs' and should be done within a set time limit. There is more detail in <a href="#">Appendix 1</a> .
<b>Payment for damage to your property / belongings</b>	Generally, we will insure the building but it is your responsibility to insure the contents of your home and other personal property or vehicle. See the section on <a href="#">insurance</a> for more information.
<b>Discretionary compensation</b>	This is when we decide to pay compensation but there isn't a legal duty for us to do so.

### 4. Reasons for compensation

4.1 In assessing a claim for compensation, the following factors will be considered:

- The severity of the time, trouble and inconvenience suffered and whether we could have reasonably foreseen this

- If we have already provided non-financial compensation, for example repairs carried out, or additional services have been provided, such as concierge
- An assessment of whether the loss or inconvenience could be reconciled in any other way. For example, purchasing items or services to replace things that have been lost and/or in order to make things right
- Any known costs that the customer has reasonably incurred
- If any household members may be in a vulnerable situation or have a disability, where we are aware of these vulnerabilities
- If we have failed to follow policies and procedures
- The time taken to resolve the matter

4.2 All complaints and requests for compensation should be made within 12 months of the issue happening.

4.3 We are responsible for calculating any compensation that is due to a customer using this policy and it is A2Dominion that determines any award that is offered, taking all circumstances into consideration.

## 5. Our compensation offer

### General compensation

5.1 The amount of compensation we will offer you will depend on the time, trouble and inconvenience caused.

5.2 We may pay compensation awards for time, trouble and inconvenience either by crediting a bank account, or by crediting a rent or service charge account if there is an outstanding balance due to A2Dominion at the time of the compensation event. The procedure for paying compensation allows for discretion to be applied in the event of Housing Benefit payments which are made in arrears or, if a customer is experiencing hardship.

5.3 General compensation will be awarded following assessment of the disruption to an individual, or family, and/or assessment of the amount of

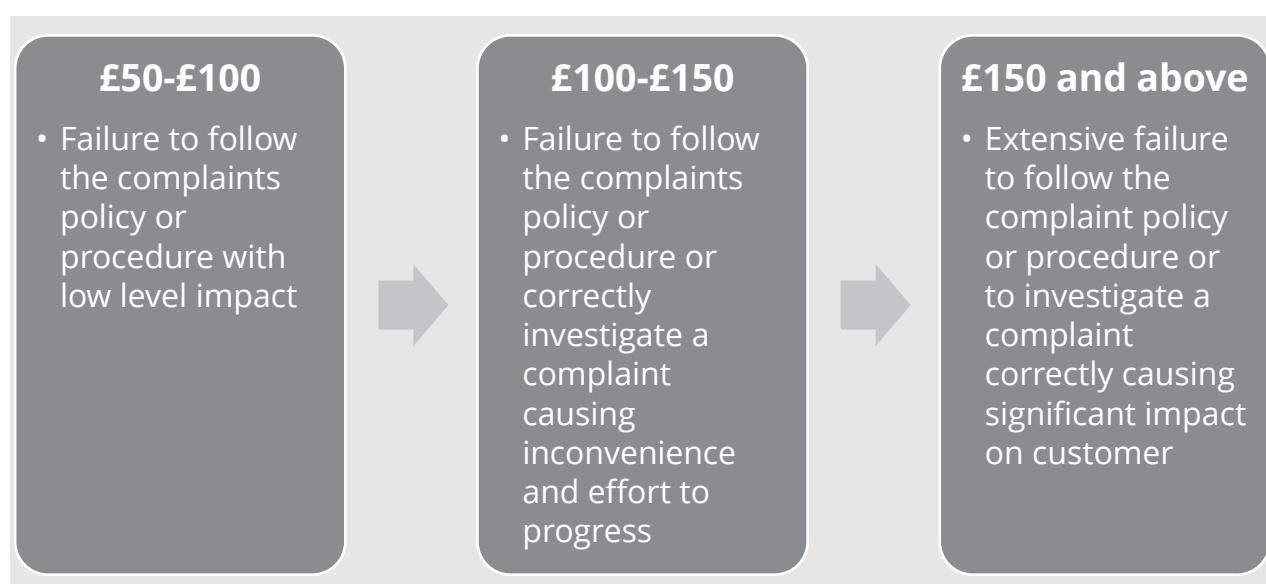


effort the customer has had to go to, in order to resolve the issue. Assessments are categorised as minor, moderate, or extensive, as above, however consideration will also be given as to the length of time we have taken to put things right.

- 5.4 Should compensation be awarded for a loss of heating and/or hot water, we will consider a higher rate of payment during periods of cold weather, as announced by the Government under their Cold Weather payment scheme.
- 5.5 We will deduct any debt to A2Dominion such as rent arrears and outstanding service charges from compensation paid, except for 'out of pocket' expenses, i.e. things you may have to pay for as a direct result of our actions or inaction, and any compensation orders directed by the Housing Ombudsman Service. However, we will consider individual circumstances, for example if you are struggling to pay for food or to heat your property as a direct result of the compensation event.

#### **Poor complaint handling compensation**

- 5.6 We will offer you compensation if we did not follow our complaints policy or procedure, or if we did not manage the complaint effectively through regular communication and proactive management or investigation.
- 5.7 Compensation for poor complaint handling will also be awarded following assessment of the impact of the failure. Consideration will also be given as to the length of time we have taken to put things right.



#### **Room loss allowance**

- 5.8 We will assess whether a room in your home is unusable at the point a request to repair damage is made.

5.9 We will offer compensation for each room you can't use as a percentage of your pro-rated weekly rent (excluding service charges), up to a maximum of 50% of your weekly rent. Consideration will be given for a percentage of your service charge costs only if this is applicable.

Room (full loss)	Percentage of weekly rent	Period after which compensation is payable
Kitchen	25%	48 hours
Bathroom	25%	48 hours
Bedroom	20%	48 hours
Living room	10%	48 hours

5.10 If you partly lose use of the room we will calculate compensation based on the trouble and inconvenience to you. For example, if only the bath in the bathroom was unusable we may offer 5% off your weekly rent and not 25% as you will be able to use the rest of the bathroom. Where we provide alternative accommodation, or a bathroom/kitchen pod, we will also not pay for the loss, or partial loss of a room.

5.11 If we assess that you have not had full enjoyment of your home or garden area, we will consider a compensatory award for lack of enjoyment.

### Lift Compensation

5.12 We will offer compensation if your lift is unusable for seven days, or more, and you do not have an alternative lift you can use. The amount offered will depend on the time you are without a lift and the trouble and inconvenience caused to you. For example, if we offer a "portering" service where someone will carry items to your home we may offer a lower level of compensation i.e. a smaller sum to cover the whole period the lift was out of service and a portering service was provided.

Floor	Calculation
Ground & First Floor	£1 per day
2nd floor	£2 per day
3rd floor	£3 per day
4th floor	£4 per day
5 <sup>th</sup> floor and above	£5 per day + £1 per floor

5.13 Appendix 2 sets out the level of authority that our teams have when awarding compensation.

## 6. Insurance

- 6.1 We encourage customers to take out home contents insurance to insure their personal items. Insurance claims and appeals including damage to personal possessions and personal injury accidents should be referred to the relevant insurers.
- 6.2 When investigating your complaint and where it is apparent that the complaint relates to a loss that has been caused by a contractor, then we may refer you to the contractor to seek recovery for your loss. We may still consider an award for service failure if applicable.
- 6.3 Should negligence be found during our investigation of your complaint, and or because of a service failure on our part, we will consider covering the excess on your insurance policy if you need to make a claim on your insurance.
- 6.4 Where appropriate, we may consider discretionary compensation for damage to personal belongings, without the matter going through insurance. Where we compensate for damaged items we will take into account wear and tear when calculating the amount and only when there has been a service failure or act of negligence.
- 6.5 Any investigation and or award of compensation that relates to an insurance claim will be reviewed and determined by our in-house insurance team and or our insurer and will be managed outside of the complaints process.
- 6.6 In some cases, where an insurance claim is running alongside a complaint, or compensation claim, we may allow the insurance claim to conclude before determining the complaint outcome, in line with the Housing Ombudsman Service guidance.

## 7. How to contact us

- 7.1 You can contact us to tell us our service delivery did not meet our expected standards and you would like us to remedy through compensation through several ways:
- Through our online customer portal [My Account](#) which is available on our website ([a2dominion.co.uk/myaccount](http://a2dominion.co.uk/myaccount))
  - Through an online complaint form if you don't have a customer account
  - By telephone on 0800 432 0077
  - By email at [complaints@a2dominion.co.uk](mailto:complaints@a2dominion.co.uk)

- Through our online Live Chat (Monday- Friday) service on our customer website ()
- Through our social media channel/s (Twitter – A2Dominion chat)
- By contacting a member of staff, for example a neighbourhood officer or support worker
- In writing to: Complaints & Resolution Service, A2Dominion Group, 113 Uxbridge Road, Ealing, London W5 5TL

## **8. Consultation**

- 8.1 This policy has been developed informed by feedback from customers including consultation with our Customer Services Committee, our Resident Scrutiny Panel and following lessons we have learnt from previous Housing Ombudsman Service determinations, spotlight reports, and in line with the Housing Ombudsman Service guidance.
- 8.2 This policy was also developed in consultation with various departments within A2Dominion, including key operational service leads.

## **9. Equality, Diversity & Inclusion Statement**

- 9.1 A2Dominion Group, colleagues, 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.
- 9.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010. We have undertaken an Equality Impact Assessment for this policy.

## **10. Data Protection Statement**

- 10.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.
- 10.2 A2Dominion Group and affiliate organisations are the data controllers registered with the ICO with the following registration numbers:
- A2Dominion Housing Group Limited: Z4843307
  - A2Dominion Homes Limited: Z9799978
  - A2Dominion South Limited: Z7835340
  - A2Dominion Housing Options Limited: Z5412073

- A2Dominion Residential Limited: Z3391351
  - A2Dominion Developments Limited: ZA103931
  - Pyramid Plus London LLP: Z3594227
  - Pyramid Plus South LLP: Z3594230
- 10.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 10.4 For information on how we collect, store, process and use customers' personal data, please visit our website on [www.a2dominiongroup.co.uk/privacy-and-cookie-policy](http://www.a2dominiongroup.co.uk/privacy-and-cookie-policy).
- 10.5 For employee related privacy statement, please contact our People Support team at [people.support@a2dominion.co.uk](mailto:people.support@a2dominion.co.uk).
- 10.6 You can also contact the Data Protection Officer / Data Compliance team at [governance@a2dominion.co.uk](mailto:governance@a2dominion.co.uk)

## **11. Associated documents**

- Complaints policy
- Decant policy



## Appendix 1: Right to Repair

You may be able to make a claim for compensation under the Right to Repair Scheme if minor repairs are not completed within statutory target times. Your tenancy agreement will let you know if you are eligible for compensation under this scheme.

Under this scheme, repairs must cost less than £250 which is made up of £10 plus an additional £2 per household per day (for every extra day the repair isn't fixed) capped at £50.

If you're not at home to let the contractor in as arranged, the scheme no longer applies.

Repair Issue	Prescribed period (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3

Repair Issue	Prescribed period (working days)
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

## Appendix 2: Levels of authority

Award	Authority
<b>Up to £50</b>	Lettings Officers, Leasehold Managers, Neighbourhood Managers, Income Officers, Contact Centre Agents, Surveyors, all staff at officer level
<b>Up to £100</b>	Team Managers, Managers, all staff at manager level
<b>Up to £500</b>	Complaints & Resolution Caseworkers, Area Managers, all staff at senior manager level
<b>Up to £1500</b>	Complaints & Resolution Senior Officers and Managers
<b>Up to £3000</b>	Heads of Service, Assistant Directors, Operational Directors (OMT)
<b>Up to £5000</b>	Head of Complaints & Resolution
<b>Up to £10,000 or GDPR related</b>	Executive Management Team (EMT)
<b>Up to £10,000</b>	Chief Executive Officer, Stage 2 Review Panel
<b>Over £10,000</b>	Group Board