



Compensation & Reimbursement Policy

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Responsible Executive:	Housing and Support		
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1. Introduction and rationale to policy

- 1.1. The compensation and reimbursement policy sets out Housing for Women's approach to compensation for service failures. It details some circumstances when compensation will be considered and what the compensation may be. It should be noted this is not an exhaustive list of circumstances and each case will be considered in its own merit.
- 1.2. Housing for Women encourages all our residents to have some contents insurance as compensation will only be paid for damage to residents' personal property in exceptional circumstances.

2. Policy Statement (including Scope and Aims)

- 2.1. The aim of this policy is to provide redress to our residents and restore their home and amenities to the position they would have been in had service failure not occurred. It should be noted that Housing for Women will consider other remedies to put a situation right but, in some instances, financial compensation may be the only and/or appropriate form of redress.
- 2.2. This policy covers circumstances when Housing for Women may provide customers with financial compensation because of a failure in service delivery or reimbursement for sums expended. It should be read in conjunction with our Complaints Policy but claims for compensation or reimbursement can be considered without being part of a complaint.
- 2.3. This policy applies to all customers in receipt of housing and/or support services from Housing for Women. It does not apply to members of the public who have no contractual relationship with the organisation. This policy will apply to leaseholders only where there is a direct contractual relationship between Housing for Women and the lessee.

3. Location of this policy

To be inserted

4. Definitions

Compensation: something, typically money, awarded to someone to make amends or in recognition of a failure in delivery of service, or failure in how the service has been delivered.

Reimbursement: to make repayment for an actual expense or loss incurred.

Goodwill: this is discretionary and may be given where we decide that there is a shortfall in the level of service, or the action/inaction is not in line with our service standards. This covers issues where we have financially disadvantaged a customer.

5. Exclusions

5.1 We will not pay compensation if:

- The fault, delay to works or loss was outside of our control, for example, if there is a strike or inclement weather or the resident did not give us access to their home or caused delay in any other way
- Loss or damage was the fault of the resident, their family, pets, or visitors including failure to report the repair promptly, keep appointments or follow advice provided by the association (e.g., prevention of mould and condensation)
- The loss or damaged occurred because of an alteration to the property or its facilities which were carried out by the resident, without the permission of the Association or

completed to the required standard.

5.2 The compensation policy does not cover claims for an alleged effect on a resident's health, or their households' health, due to a service failure. Any resident believing their health, mental or physical wellbeing has been affected and wishes to seek financial compensation should notify Housing for Women and our insurers will be notified and the claim investigated and dealt with solely by insurers.

6. Policy

6.1. **Mandatory/Statutory Compensation** is where there is a legal, or other external requirement to compensate. This could include home loss, disturbance, improvements, and payments under the Right to Repair scheme

6.2. **Quantifiable Compensation** should be evidence of quantifiable loss which could include increased heating bills due to disrepair, having to pay for alternative accommodation or take away food, paying for cleaning or carrying out repairs where a landlord has failed to meet its obligations. This should come with a caveat that any such costs must have been reasonably incurred and evidence of such loss has been provided.

6.3. **Discretionary compensation** can be made but is not limited to:

- poor complaint handling
- delays in providing a service e.g., in undertaking a repair
- failure to provide a service that has been charged for
- temporary loss of amenity
- failure to meet target response times
- loss of use of part of the property
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation

6.4. Compensation is not automatic and will not apply where the service failure or mistake has not caused any problems or where it can be easily remedied.

6.5. Compensation will always be offset against any arrears or other sums owed to the association to be varied at the absolute discretion of the Chief Executive.

6.6. Staff will be alert to situations where compensation might be payable as detailed in this policy and other associated policies, e.g., the Complaints Policy and will work towards resolving the situation promptly, without the need for the residents to make a claim.

6.7. We will not rely on our residents to advise us that they want to make a claim for compensation, for us to act effectively. In many instances an apology may be what is required in addition to resolving the outstanding issue, for our residents to be assured that their issue has been resolved satisfactorily. However, any claims made by our residents will be considered fairly.

6.8. We will investigate all claims thoroughly and within the set timescales as detailed in our Complaints Policy and advise our residents who is dealing with their claim.

7. Compensation calculation and types

7.1. Payments can be made in many forms. Except for situations where statutory compensation applies, we will consider the following compensation methods:

- Letter of apology
- Flowers/Gifts
- Shopping Vouchers

- Bank transfer
- Rent Free period
- Improvement to property
- Payment off any arrears balance

7.2. The Level of compensation will reflect the level of inconvenience, disturbance, or annoyance suffered and the extent to which Housing for Women has been directly responsible. It will also consider the time taken to resolve the problem and any additional costs incurred by a resident in making a complaint may be reimbursed to them in full or in part. Examples include excessive electricity used by workmen, excessive telephone calls and independent reports.

7.3. If we are unable to pay compensation, we will advise the resident stating the reasons for refusal of their claim. If the resident is unhappy with our decision, they can follow our Complaints Policy.

7.4. Goodwill/Discretionary compensation can be assessed on a case-by-case basis using the thresholds in the table below. Housing for women will ensure that all compensation payments are fair and proportionate within the recommendations of the Housing Ombudsman Code.

7.5. Goodwill/Discretionary compensation values will be assessed as follows:

Level of Impact to the customer	Inconvenience caused	Value of Compensation	Authorisation Level
Minor	Direct service failure caused by Housing for Women	Up to £100 (Missed appt £10)	Manager
Moderate	A succession of service failures and/or the problem is not resolved within a reasonable timescale. Poor workmanship, multiple appointments/cancellations, running of additional equipment for the purposes of carrying out repairs/humidifiers/loss of heating/hot water.	£51- £500	Executive Director
Severe	Serious or prolonged service failure or loss of facilities resulting in severe distress, disruption, loss of amenities/power supply	£501- £1500	Chief Executive or 2 members of the Executive Team

Compensation payments outside of a Complaint Panel above £1500 are at the sole discretion of the Chief Executive.

All compensation payments, including gestures of goodwill such as flowers/vouchers will be reported to the Customer Experience Manager for recording purposes.

Examples of types of compensation / reinstatement:

- Decoration vouchers to be provided for areas that are damaged whilst any works are being carried out by Housing for Women contractors / partners / sub-contractors.
- Replacement of carpets/floor covering if we have damaged them, we will consider the original quality, current condition and take depreciation into account.
- Where we have failed to deliver a major service paid for in a fixed service charge, we will consider the charge for the service; the level of disruption caused and the length of time the service was unavailable for. Adjustments will then be made for the service charge for the following year though in exceptional circumstances we will make direct refunds.
- Loss of heating- we will provide temporary heating, where this is more costly to operate, we will

pay up to £3 per day for additional costs incurred where electrical heaters are operational.

- De-Humidifier costs- we will pay the running cost of £1 per appliance per day where a de-humidifier is required to dry out a property.
- If a room is not habitable due to ongoing works or in a state of disrepair, compensation will be paid after 7 days of continual loss of the room. No payment will be given consideration where a room is undergoing major works under our planned works programmes for kitchen and bathroom refurbishment/replacement.

NB – In all instances any compensation related to rent will only be paid against the proportion of rent paid by the resident and not regarding Housing Benefit received. Where a resident is in receipt of Universal Credit, they will have to provide evidence of the rent element of payments before any claim can be calculated.

Table for calculating compensation for room loss:

Room	Rent Refund (of Weekly rent)
Bedroom	25% of rent
Living Room	20% of rent
Kitchen	30% of rent
Bathroom	30% of rent
Loss of outside space	10% of rent
All Toilets	100 % of rent

8. Reimbursement

- 8.1. Reimbursement will be given in instances where a resident or service user has incurred actual and evidenced costs (evidence shall be e.g., detailed receipts and original invoices) because of action or inaction by Housing for Women staff or contractors and where a claim or complaint has been upheld.
- 8.2. Reimbursement will also be made in respect of agreed and reasonable expenses incurred when a resident is decanted or must leave their home for major repairs. In all cases receipts are required.
- 8.3. In exceptional circumstances reimbursement of or contribution towards excessive utility costs incurred because of a faulty appliance will be offered at the discretion of the Executive Director or Executive Team.
- 8.4. Reimbursement in most cases will not normally be set off against any arrears or other sums owed to the association unless the arrears are greater than £1,000 in which case part of thereimbursement may be set off against the arrears balance. This decision is at the discretion of the Chief Executive or Executive Team.

9. Damage caused to personal possessions

- 9.1. The cost of replacing or repairing personal possessions damaged at a property is normally expected to be met from the resident's contents insurance policy. Housing for Women will not compensate residents for damage caused to personal possessions that are not covered by the residents' contents insurance policy.
- 9.2. Housing for Women will only compensate residents for the replacement value of any personal possessions damaged inadvertently by its staff or contractors. Reasonable proof of the damage caused and the replacement value of the items taking the original quality,

current condition, and depreciation into account will need to be provided in such cases.

10. Statutory Compensation

- 10.1. Home Loss and disturbance, in instances where residents are required by Housing for Women to move from a property, see Housing for Women's Home Loss and Disturbance Payments Policy and Procedure.
- 10.2. Temporary moves - If we are moving you temporarily from your home, and we are repairing your home, then you will not be entitled to compensation, although we will pay for suitable alternative accommodation and related out of pocket expenses, on production of receipts, under our Home Loss and Disturbance Payments Policy.
- 10.3. Right to Repair- A separate Right to Repair policy is in place
- 10.4. Compensation for Improvements - Residents may make a claim for compensation towards certain improvements at the end of their tenancy provided that written permission was granted by Housing for Women.

11. Claims for Compensation or Reimbursement

- 11.1. Claims for compensation can be made to Housing for Women via email, letter, phone, customer portal or in person. Requests made via Social Media channels will need to be through a private direct message that can be verified. Claims for compensation may be passed to us by a third party on behalf of a resident acting on their authority with the resident's written agreement. We may contact the customer to confirm authenticity of the claim.
- 11.2. Claims for compensation should be made within 28 days of the date to which the claim relates. Housing for Women will not normally consider claims which date back earlier than 28 days unless there are exceptional circumstances, subject to agreement of the Executive Team/Chief Executive. Documentation or receipts must be provided in support of the financial sums claimed.
- 11.3. We will follow up a claim for compensation within 5 working days, contacting the claimant to confirm how and when the claim will be assessed. Any compensation settlement will include a breakdown of how the final figure was calculated.
- 11.4. If a resident is in arrears with rent or service charge or owes any money for e.g., a rechargeable repair or Court costs, compensation will be used to offset all or part of the arrears or debt.
- 11.5. Reimbursement in most cases will not normally be set off against any arrears or other sums owed to the association unless the arrears are greater than £1,000 in which case part of the reimbursement may be set off against the arrear. This decision is at the discretion of the Chief Executive or Executive Team
- 11.6. Any offers of discretionary compensation are made on the basis that it does not constitute an admission of liability.
- 11.7. If residents are dissatisfied with the settlement, they have the right to appeal using our Complaints Policy.

12. Reporting and Monitoring

Compensation payments data will be included the number and value made will be reported quarterly as a sub-section of the 'Complaints, Comments and Compliments' report.

An annual provision for compensation payments will be included in the budget process.

13. Forms/Appendices

Forms relating to this policy are included within the procedures above.

14. References

This policy has been written with references to the good practice guidance published by the Housing Ombudsman Service (HOS). The HOS can enforce penalties for poor administration of our procedures or financial disadvantage/or loss suffered by the customer.

Policy Name	Existing / New or Revise
Complaints	Revised
Equality, Inclusion and Diversity	Existing
Repairs Maintenance Policy	Existing

15. Further information

- Customer Experience Manager
- Director of Customer

16. Review of this Policy

This policy will be reviewed every 3 years or more frequently if required to ensure that it complies with any changes in good practice, legislation, or regulation.