

Compensation Policy

1.0 Introduction

- 1.1 The Wrekin Housing Group (the 'Group') is a Community Benefit Society registered with the Financial Conduct Authority under the Co-operative & Community Benefit Society Act 2014. Our main business is the provision of social housing, care and support, adding social value to the lives of the people who receive our services and live in our communities.
- 1.2 The Group is committed to providing excellent services to customers. However, we understand that on occasion these high standards may not always be met resulting in our customers being inconvenienced and/or suffering financial loss.

2.0 Policy Statement

- 2.1 As part of our commitment to achieving these high standards of service we will investigate reports of unsatisfactory service, or of loss for which we are liable, and consider the payment of compensation.
- 2.2 This policy sets out the circumstances when we will consider payments of compensation or goodwill gestures.
- 2.3 A goodwill gesture will be made where the Group has failed to meet its responsibilities under the Repairs and Maintenance Policy, has failed to meet other published service standards or where service generally falls below reasonable expectations, but where there is no legal liability.
- 2.4 Compensation will be payable if the Group has a legal liability, limited to the amount for which we have a legal liability as assessed by the Legal Team or, if appropriate, by a court, tribunal or insurers. The Group has a duty to safeguard its assets and not to award compensation unnecessarily.
- 2.5 If money is owed to the Group by the customer this will be offset against any compensation due to the extent permitted by law or regulatory guidance. Goodwill gestures will be paid directly to the customer and not paid towards any arrears of rent or service charges.
- 2.6 The Group will pay compensation where a statutory right exists.
- 2.7 The Group may compensate a tenant where they are required to move out of their property temporarily as set out in the Compensation Procedure.
- 2.8 The Group will seek to ensure that this policy is implemented in a fair and consistent manner whilst having regard to individual circumstances, where appropriate, and making reasonable adjustments, as required.

2.9 Claims will be accepted in a format that best suits the customer's needs and the Group will investigate the preferred method of contact with each customer and communicate in that way throughout the claim.

3.0 Policy Scope

3.1 The Group is committed to meeting both statutory and contractual obligations with regard to the payment of compensation. This policy applies to all types of tenants or leaseholders of the Group. This policy does not apply to service failures or loss which are:

3.1.1 Beyond the Group's control. For example, severe weather or where the customer has been advised in advance that a service will not be available;

3.1.2 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;

3.1.3 Subject to tribunal or legal proceedings.

3.2 In addition, financial compensation will not be payable where:

3.2.1 The customer has failed to report repairs/required works at the property;

3.2.2 The customer has damaged or has allowed other occupants or visitors to damage the property;

3.2.3 The customer has acted unreasonably and against advice given to prevent disrepair at the property (including, but not limited to, failing to adequately heat/ventilate a property resulting in condensation, or failing to wipe down condensation resulting in damp or mould);

3.2.4 The customer has neglected to purchase contents insurance;

3.2.5 The customer has unreasonably delayed repairs/works being done at the property by failing to allow access or postponing appointments;

3.2.6 The tenant has rejected a transfer offer which the Group acting reasonably and in good faith considers to be reasonable.

3.3 The Group will consider each claim on its merits and, while compensation or a goodwill gesture may sometimes be appropriate, customers have no automatic right to receive an award of compensation unless the claim relates to a statutory right. Practical solutions may, on occasion, be appropriate either instead of, or alongside, a financial or other remedy.

3.4 An award of compensation or a goodwill gesture does not imply that the Group accepts liability.

4.0 Definitions

- 4.1 **Compensation** – For the purpose of this policy is defined as “a financial award provided in accordance with statute or for improvements or repairs as appropriate, or a financial award or other suitable remedy provided in recognition of losses suffered due to a breach of legal obligation and should, where possible, put the customer back in the position they would have been in had the breach not occurred.”
- 4.2 **Goodwill gesture** - is defined as “a financial award or other suitable remedy provided where there has been unsatisfactory service but where there is no legal liability and where losses are not necessarily suffered”.

5.0 Roles and Responsibilities

- 5.1 The **Executive Directors** and **Senior Managers** will oversee the implementation of this policy and will monitor and periodically review its effectiveness.
- 5.2 The **Head of Legal Services** is accountable for implementation and delivery of the policy
- 5.3 The **Legal Services Manager** is responsible for delivery of the service and the management of claims received.

6.0 Statutory Obligations

- 6.1 This section applies to customers in rented properties.
- 6.2 Home Loss and Disturbance Payments (Land Compensation Act 1973 (as amended)):
- 6.2.1 Home loss payments are intended to compensate customers who are forced to permanently move because their home will no longer exist or where it is part of a disposal scheme;
- 6.2.2 The Group will pay the amount set out in the relevant statutory instrument, as amended from time to time, and claims will be subject to the statutory process;
- 6.2.3 Disturbance payments will also be paid to cover the reasonable costs incurred where a tenant is forced to move on, either on a permanent or temporary basis, as detailed in the Compensation Procedure;
- 6.2.4 On receipt of a claim, whether a Home Loss or Disturbance payment is payable will be investigated by the Area Investment Team or Housing Team, as appropriate. It will then be authorised in accordance with the Group Standing Orders by the Head of Housing,

Head of Property, Head of Operational Services, Area Investment Manager, or EMG as appropriate.

7.0 Discretionary Compensation

7.1 Loss of damage to personal property:

7.1.1 Should we be found to be responsible, through an act or omission, for the damage to a customer's personal property, compensation will be payable.

7.1.2 Where possible, we will look to repair damaged items or replace destroyed items rather than award financial compensation.

7.1.3 In financial compensation is more appropriate, the amount payable will be determined following an investigation by the Legal Team, which will make a reasonable assessment of liability, the value of what has been lost and whether an insurance claim is appropriate.

7.2 Loss of external amenities:

7.2.1 In certain circumstances we may, in agreement with the tenant, reduce the size of the garden linked to the property.

7.2.2 Should this be the case, we will compensate the tenant on an individual basis, by negotiation, authorised in accordance with Group Standing Orders by the Group Head of Development.

7.3 Other gestures of goodwill:

7.3.1 Where our service has failed or the level of service is found to be unreasonable when compared to the published standard, a gesture of goodwill (without prejudice) of up to £1,000.00 **may** be payable. This could be as part of a formal complaint or in certain circumstances without the need for a complaint or claim. Each case will be investigated according to its merits, with approval for any payment made by the service managers in line with authorisation levels. An amount exceeding £1,000.00 may be authorised in exceptional circumstances by Senior Managers or Executive Directors.

7.4 Claim for personal injury of any kind:

7.4.1 Potential claims for personal injury must be reported to the Legal Team immediately. Such claims will normally be dealt with by our insurers subject to very strict deadlines imposed by court protocols.

7.5 Compensation/reimbursement payments to service users in Care and Support:

- 7.5.1 A payment may be made to a service user in a situation arising under the Financial Support and Safeguards Policy and subject to approval by the Head of Care Operations.

8.0 Service Standards

- 8.1 Compensation claims will be acknowledged within 7 working days;
- 8.2 A decision with regards to a compensation claim will be made and the customer will be informed in writing, or by their preferred method. For simple claims, this will be within 14 calendar days. For more complex claims, or where information is required from 3rd parties, additional time may be required and customers will be notified and a reasonable timescale will be communicated to the customer. The claim will not be unreasonably delayed;
- 8.3 Suitable arrangements for payment will be agreed between the customer and the Group at the time of decision;
- 8.4 Details of claims, successful or otherwise, will be held on a customer's file for the duration of the tenancy.

The Wrekin Housing Group	Policy control sheet Compensation Policy Policy reference number - 2023/013
Policy Author	Joanne Webb Legal Services Manager
Direct Lead	James Jones Head of Legal Services
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Target audience	All Wrekin Housing Group staff, contractors and third-party providers.
Consultation	Legal Team Tenants Panel Senior Managers
Date of Equality Impact Assessment	An Equality Impact Assessment was completed on 20 th July 2022
Date of Data Privacy Impact Assessment	A Data Privacy Impact Assessment was completed on 18 th April 2023
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Policy location	SharePoint Wrekin Housing Group website

Policy Feedback – if you have any feedback on this policy, please contact Emma Wells: Emma.Wells@wrekin.com / 01952 217108

Summary of changes table

Revision history			
Author	Summary of changes	Version	Authorised by & date
Joanne Webb	Policy reviewed in line with review date	v.2.April 2023	Executive Management Team – 20 th April 2023