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1. Our Mission and Values

Building better lives.

We exist to meet the greatest need in society through building better lives. We do this both as an actively developing and tenant-focused landlord, and as a major provider of care, support and a range of local initiatives to address social injustice and inequality.

We empower people through tenant-led, co-operative and mutual housing – creating diverse neighbourhoods where each individual, family and community has the best opportunities to live independently. Through development we create quality new homes and sustainable communities where people can enjoy happiness, health and prosperity – the vital foundations for successful and fulfilling lives.

Where other services can no longer deliver, when opportunities dry up, when funding is unavailable, we remain the organisation that can and will help the people in the greatest need.

2. Overview

This policy outlines our approach to compensation. We always aim to provide services to our customers in line with our published service standards. Where services do not meet these standards for any reason, we may consider the payment of compensation as a remedy.

Compensation is one of a wide range of remedies we may offer to put things right which include non-financial options as well such as completing a repair or a gesture to say sorry.

This policy aims to give guidance on how we respond to customers who:

- ◆ experience loss or inconvenience due to a service failure
- ◆ incur additional costs or charges due to our actions or inaction
- ◆ have experienced poor complaint handling

where we consider compensation to be the most appropriate remedy.

3. Service Standards

To achieve our aims, we will follow and meet a set of service standards which are:

- ◆ If we have failed to deliver a service or meet our standards, we will always say sorry and look to put things right as soon as possible
- ◆ We will always consider the views of the claimant and the remedy they would like
- ◆ As far as possible compensation payments will be decided and offered with the aim of returning a customer to the same position they would have been in if the failure had not taken place
- ◆ We will consider whether there is a practical action that will provide all or part of a suitable remedy
- ◆ Any compensation made, or other remedy offered will be appropriate, fair and proportionate to the failure of the service
- ◆ We will consider the effects of the claimants' own actions where this is relevant
- ◆ We will monitor and review compensation payments to learn from them and improve future service delivery
- ◆ We will monitor and regularly review this policy to ensure fair and consistent application and actions are in line with our statutory requirements, as well as best practice
- ◆ Compensation claims will usually be resolved within 28 calendar days. If we need longer the customer will be kept fully informed of the reason for any delay

4. Impact assessment and key considerations

Value for money

The main principle supporting our compensation policy is to ensure any payments and gestures made are fair and reflect the loss a customer has experienced both adequately and proportionately.

We will focus on the learnings identified to ensure we can continually demonstrate service improvements as a result of them. It's also equally important we tell our customers and staff about these improvements.

Getting it right first time means we're able to remove or reduce the unnecessary costs of repeated poor service delivery and deliver a more efficient customer service.

We will use external benchmarking to ensure we deliver cost effective and efficient services.

Customer engagement

The basis of how the services are to be shaped also takes into account feedback from our customers. We have used insight from customer experiences to help develop this policy and the associated internal procedure.

Fairness

Ensuring all customer claims, suggestions and comments are responded to equally and fairly is essential to this policy. Learning from these will also help to shape and tailor services that better meet the needs of our customers.

We will ensure any customer facing information is available in a range of formats to suit the needs of our customers and is truly accessible to all.

Sustainability

By making the policy more accessible and responsive it will:

- ◆ encourage customers to provide feedback
- ◆ empower our people to receive feedback on behalf of GreenSquareAccord, and to act on it quickly and effectively without any unnecessary delay
- ◆ ensure that we take a consistent approach to offering compensation across the organisation, promoting fairness and value for money

5. Scope

This policy applies to anyone who has been affected by us, our homes or our services which includes:

- ◆ Current, former and potential customers (including shared owners and leaseholders) whether they live in our properties or receive care or specialist support from our Care and Support team
- ◆ Owner occupiers
- ◆ Members of the public
- ◆ Suppliers and contractors*
- ◆ Partner agencies *
- ◆ Family members, health workers, MPs, local councillors or other advocates and those with legal Power of Attorney, or acting as a Court of Protection appointed Deputy making a complaint on someone's behalf, providing the customer has authorised (in writing) for them to do so

* This would be reviewed in line with, and in full consideration of, the terms of any Contracts in place

6. Definitions

There are two types of compensation:

- ◆ Statutory compensation – payments we are obliged to make by law
- ◆ Discretionary compensation – payments we choose to make

Statutory compensation

The situations where customers may be entitled to compensation, we are obliged to pay due to legal requirements are:

- ◆ Home loss – payments which may be made to tenants or owner-occupiers who have lived in their property for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition of their home. See our Home loss, Decants and Disturbance Policy for more information.
- ◆ Disturbance – payments which may be made to people who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for reasonable moving costs. See our Home loss, Decants and Disturbance Policy for more information.
- ◆ Improvements – payments which may be made to a tenant when their tenancy is ending and if they have completed improvements to it after 1 April 1994. This does not apply to fixed term tenancies. Full details can be found in the GreenSquareAccord Tenant Alteration Policy
- ◆ Right to Repair – is a scheme which covers specific repairs, known as qualifying repairs which cost less than £250 and should be done within a set time limit. If we do not carry them out within this time tenants may be entitled to compensation paid using set rates. See our Repairs Policy for more information.

We may also be ordered to pay compensation by the Housing Ombudsman following an investigation, and if they find evidence of service failure or maladministration which we have not put right.

Discretionary compensation

Any discretionary compensation payment we make will be based on what we consider to be fair in the particular circumstances of each case. We may pay compensation for:

- ◆ actual, proven financial loss sustained as a direct result of our service failure (otherwise known as a refund or reimbursement)
- ◆ avoidable inconvenience, distress, detriment or other unfair impact of our service failure

Compensation might not be appropriate in every case but where we consider it is appropriate, we will take these factors into account when deciding what to offer:

- ◆ the duration of any avoidable distress or inconvenience
- ◆ the seriousness of any other unfair impact
- ◆ actions which have either mitigated or contributed to the actual financial loss, distress, inconvenience or unfair impact
- ◆ the level of rent and other charges
- ◆ the levels of compensation we have paid for similar cases
- ◆ set rates of compensation we have agreed; a daily rate for loss of a utility for example

Compensation payments can be made in a number of ways including cash payments, vouchers or credits to accounts.

Payments for damage to belongings

Whilst it will generally be our responsibility to insure buildings, we expect all customers to take out their own contents insurance and for accidentally damaged belongings within their home to be claimed for under their policy.

Where it is clear and can be proved the damage to belongings is a direct consequence of our service failure we will consider compensation without a contents insurance claim being made. Where we offer to pay to replace belongings, payments will be on a like for like basis (rather than new for old), taking into account any evidence of purchase, damage, age and condition of items. In a Care and Support setting this may include examples such as loss of personal effects or damage during a laundry process.

Insurance claims

Substantial claims against the organisation, it's agents or contractors will be dealt with through relevant employers or public liability insurance in force at the time of the incident, and as a result may be handled directly by insurers and/or legal advisors.

Personal injury claims would be referred to our insurers for investigation.

Disrepair claims

A disrepair claim may be made through a solicitor if we have failed to remedy a repair after we have been notified there is a problem. We will always attempt to resolve disrepair issues by following our complaints process to achieve an early and appropriate resolution for our customers and to reduce the need for legal action. Any claims which are not resolved in this way and progress through legal channels are not dealt with under this policy. See our Disrepair Policy for more information.

7. Exclusions

We will not pay compensation when:

- ◆ the loss or damage is caused by the customer or made worse by their inaction
- ◆ the problem or service failure has caused little or no issues for the customer
- ◆ we could not gain access to a customer's home to carry out the required work or they failed to cooperate with us
- ◆ additional works are required, and we have kept customers informed of these
- ◆ we could not have foreseen the issue and we have not been negligent
- ◆ we acted reasonably to mitigate any loss or damage
- ◆ the service or facility is unavailable because of vandalism, severe weather conditions or other actions outside of our control for example a pandemic or times of local or national disruption
- ◆ evidence of the damage to goods is not available or provided
- ◆ the loss or damage arises from an alteration or repair to the property or its facilities which the customer has carried out or arranged themselves, such as an incorrectly installed shower
- ◆ the loss or damage is the fault of another customer or neighbouring occupier; their leaking washing machine for example
- ◆ the loss or damage is due to the acts or negligence of a third party, such as a contractor who is not acting on our behalf.
- ◆ we have acted reasonably and complied with our legal and contractual liabilities
- ◆ we have made reasonable alternative arrangements
- ◆ where a claim is made for a service the customer is not entitled
- ◆ if customers decide to employ a contractor or advocate to assist them without seeking our permission first
- ◆ suitable alternative temporary accommodation has been offered and is refused
- ◆ customers have started legal proceedings against us

8. Roles, responsibilities and duties

The Customer Care team are responsible for managing and monitoring all claims for compensation, not only those which are made as part of a formal complaint. Written confirmation of any compensation offers and payments over £25 should usually be sent to the customer and include calculation information where appropriate.

This policy applies to all staff, and is approved by our Executive to ensure it is current and complies with our legal and moral obligations.

Heads of Service and their departmental managers ensure the policy is followed by all teams, and adherence to the policy is required by all staff.

9. Monitoring and reporting

We monitor and analyse the types of compensation claims we receive and the way they have been handled and resolved. The monitoring and analysis we do helps us to ensure that:

- ◆ our process is being managed in a fair, consistent and appropriate way
- ◆ our process does not discriminate against any group in society
- ◆ our compensation policy meets customer needs
- ◆ our policy and procedure are fit for purpose
- ◆ compensation claims, and payments are tracked, and trends are identified
- ◆ lessons learnt are shared and used to avoid future similar claims and improve services
- ◆ we can give staff feedback on good and bad areas of performance

This policy will be reviewed on an annual basis, unless there are significant prior changes in legislation or there are found to be any gaps or learning points from a complaint or claim, or findings from any independent organisation.

10. Diversity and inclusion

We will ensure that this policy is applied fairly and consistently to all our customers and in accordance with our values and the principles contained within our Diversity and Inclusion Policy. In summary this means that no person or group of persons will be treated less favourably than another person or group of persons because of any diversity strands.

We will also ensure that customers have fair access to our compensation policy that suits their individual needs. This could include providing translations and additional support for customers who have difficulty reading and writing when required, for example.

11. Quality assurance

Adherence to this policy is subject to review by internal audit. Where required, and in full compliance with GDPR, we will provide external agencies with data in connection with the policy.

12. Communication, training and implementation

The policy is communicated to all colleagues who are directly or indirectly involved in delivering our services. It is available to all colleagues on our internal intranet and is also published on the GreenSquareAccord website.

Colleagues will receive relevant training on this policy and associated procedures, after which they will be signed off as authorised to consider, calculate and offer compensation. Colleagues who have not completed this training must refer to their line manager for authorisation.