

Compensation Policy

1.0 Introduction

1.1 ccha aim to provide a good quality service in accordance with our published service standards. ccha recognise that sometimes residents may receive a less than satisfactory service which leads to a complaint and/or claim for compensation.

2.0 Purpose

2.1 This policy sets out our approach to dealing with compensation claims.

3.0 Confidentiality

3.1 ccha takes the issue of data management very seriously and will do all it can to ensure that the principles laid down by the General Data Protection Regulations 2016 and the Data Protection Act 2018 (“GDPR”) are observed and well governed.

3.2 For the purposes of this policy and how we manage the information that we hold on individuals as part of our claim management processes, ccha will comply with its obligations under GDPR.

4.0 Equality Impact Assessment

4.1 An Equality Impact Assessment has been undertaken and has indicated that this policy would not discriminate against any specific groups.

5.0 Related Policies and Procedures

5.1 This policy should be read in conjunction with the Compensation Procedure and the following related documents where relevant:

- Complaints Policy
- Decant policy
- Right to repair scheme
- ccha Repairs and Planned Maintenance Service Standards
- Data Protection Policy
- Insurance procedures
- Equality, Diversity and Inclusion Strategy

6.0 Definitions and references

- 6.1 A *claimant* is one of our residents or service users, an applicant or a representative acting on their behalf. They can also be a member of the public directly affected by the services we provide or the actions of our staff or contractors whilst they are working on our behalf.
- 6.2 *Published Standards* are those provided in the relevant repair contract.
- 6.3 *Uninhabitable* means the living accommodation or room cannot be used for its intended purpose and is not suitable for habitation for a given period beyond the published repair time.
- 6.4 *Reasonable period* to request compensation is no greater than one month from the date of the incident.
- 6.5 *Fixed Compensation Award* is as described below in section 11. The amounts are detailed in the Compensation Procedures document.
- 6.6 *Goodwill gesture* is as described below in section 11 and detailed in the Compensation Procedure document.
- 6.7 *Investigating Officer* will be a member of staff allocated by ccha to investigate a complaint or a request for compensation.
- 6.8 *Repeated missed appointments* means more than 2.
- 6.9 *Contractor* includes our service contractors, building contractors and managing agents

7.0 What can and cannot be claimed

- 7.1 A compensation claim may arise where a mistake, omission or poor service provided by us or our *contractor* adversely affects a *claimant* or group of *claimants* as in the following situations:
- Failure to provide a service to a *published standard*
 - Failure to follow our policies, procedures or guidelines
 - Unreasonable delay in providing a service
 - Missed appointments without giving 24 hours' notice
 - Loss of amenities, such as heating or hot water, beyond published repair response times
 - Damage to a resident's property or belongings due to negligence
 - Failure to complete works scheduled within a specified time period

- Where part or all the resident's property becomes *uninhabitable* due to disrepair

7.2 Compensation will not be paid for the following:

- The fault of an external third party e.g. utility supplier or local authority service
- The negligent fault of a *contractor* (refer to 6.3 below)
- Where compensation has been paid by our insurer
- Any matter which is subject to legal proceedings
- Circumstances beyond our control such as severe weather
- Where payments are made for a decant
- Where ccha has acted reasonably and complied with its statutory and contractual responsibilities
- When *contractors* cannot gain access to a resident's home to carry out necessary works
- When the resident has not reported the loss or damage within a *reasonable period* and has not retained damaged items claimed for inspection or provided photographic evidence
- Where the loss or damage occurred as a result of unauthorised alterations to the property carried out by the resident
- Where the contents are/should be covered by the resident's own contents insurance
- Where the damage to personal belongings is caused by condensation as a result of the resident's general lifestyle living environment
- Where repairs, damage, system or process failures have occurred and not been reported to us in a timely way

7.3 Where the *contractor* has been at fault it will be their responsibility to address a claim for compensation and any payment made would sit solely with the *contractor*.

7.4 Where the issue relates to the behaviour of ccha or *contractor* staff then this part of the claim will be dealt with in accordance with the respective HR policy.

8.0 Failure to deliver services subject to service charge

8.1 Where a service is not provided within the contractual period stipulated in the contract, ccha will liaise with the service provider to correct this failure. Where a rebate is agreed this will be duly credited to the service charge account and the

resident will receive a suitable account adjustment when the service charge is reconciled at the end of each service charge year.

9.0 ccha roles for assessing a claim

9.1 A member of staff

Where staff recognise that a customer is entitled to a claim for compensation for a *Fixed Compensation Award or Goodwill Gesture* (up to the value of £50) they have authority to use their discretion and offer this form of compensation in the knowledge that this will support the resolution of an issue.

9.2 The Manager

Where the matter relates to a larger claim (over £50) the claim should reside with the appropriate Manager responsible for that area of the business e.g. if the claim relates to repairs then the Asset Manager would be responsible.

9.3 Investigating Officer

If part of a formal complaint, the compensation claim will be handled by the *Investigating Officer*.

10.0 Claim for compensation

10.1 Claims for compensation relating to personal damage to property or belongings must be received as soon as possible after the incident or damage occurred. That is, within **one month** of the incident.

10.2 *Claimants* can make a claim for compensation over the telephone, by e-mail, in writing or in person giving as much detail as possible, including dates, times, photographs and evidence of any money spent. Damaged items should be retained as evidence when appropriate.

10.3 When compensation is offered, the offer is open for **one month** only unless the acceptance is deferred by escalation of the complaints process.

11.0 The amount of compensation

11.1 There are varying degrees of compensation awards depending on the severity of ccha's service failure. Each award will be the responsibility of the Manager or *Investigating Officer* to determine at their discretion based on the known facts of the case.

11.2 Guidelines for responding to complaints and compensation requests are described below, along with the types of awards. More detailed guidelines on the application of these awards are provided to staff in the procedures document.

11.3 Where appropriate, responses should include:

11.4 An apology

When it is clear ccha are at fault an apology should always be given.

11.5 Specific action

Practical action provides the required remedy to resolve the issue.

11.6 Discretionary and goodwill gestures

Following a service failure or complaint a discretionary or *goodwill gesture* maybe an appropriate response.

11.7 Fixed compensation awards

There is a designated range of *fixed compensation awards* where our services have failed to meet the required standard. Any payment that is made should meet these criteria.

11.8 Uninhabitable property

Where individual rooms become *uninhabitable* due to a repair problem that is ccha's responsibility, compensation will be considered where the repair takes longer than our published response times. The level of compensation will depend on the severity of the repair and degree of inconvenience to the resident.

12.0 Payment

12.1 Once a settlement is agreed it will be paid within **fifteen working days**.

12.2 The *claimant* should be notified on the terms of payment as described below.

12.3 If a resident owes rent and the arrears are not due to be paid by either Housing Benefit or Universal Credit the compensation amount will always be credited to the rent account.

12.4 If replacement goods are required as the agreed settlement, the specific item will be agreed with the *claimant*. An order will be placed, and payment made by ccha.

12.5 Any payments we make under this policy will be in full and a final settlement of the issue. This means the *claimant* is accepting the compensation payment as a resolution and will take no further action.

13.0 Appeals

13.1 If the claim is unsuccessful or the *claimant* is not satisfied with the outcome, they can appeal by making a complaint in line with our complaints policy and escalation process.

13.2 Where the claim is already the subject of a complaint and ccha Delivering on our promises have reached the end of their procedure the *claimant* can escalate to an external party or designated person as referred to in the Complaints Policy.

14.0 Insurance

14.1 Where damage to goods or personal injury has occurred due to alleged negligence on behalf of ccha, the *claimant* should, in the first instance, notify ccha and then a claim can be submitted to our insurers if required.

14.2 Where damage relates to a resident’s property, it is expected that the resident will have their own household insurance and should claim through their own insurers.

Version History	
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Colleague Consultation	December 2019
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Policies and Procedures Replaced	Compensation Policy 2017