

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 data management seriously and is committed to upholding the principles established under the UK General Data Protection Regulation (Regulation 2016/679, as retained in UK law), the Data Protection Act 2018 and the Data (Use and Access) Act 2025
- 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 We will make sure everyone is treated fairly and without discrimination, regardless of their race, gender, sexual orientation disability, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and age. We will promote inclusion, challenge discrimination and seek to make reasonable adjustments to ensure that everyone can access our services and that no one is excluded inappropriately from any services or activities provided by us.
- 4.2 An Equality Impact Assessment has been undertaken and has indicated that this policy would not discriminate against any specific groups.
- 4.3 We are dedicated in ensuring our services are fair and easily accessible to all and is further supported by our Reasonable Adjustments Policy.

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
- Complaints Procedures
- Temporary and Permanent Move 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 twelve months from the date of the incident.

6.5 *Fixed Compensation Award* is as described below in section 11. The amounts are also 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 by ccha 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 7.3 below.
- Where compensation has been paid by our insurer.
- Where legal proceedings have started. This is defined as details of the claim, such as the Claim Form and Particulars of Claim have been filed at court.
- Circumstances beyond our control such as severe weather.
- Where payments are made for providing the residents with alternative accommodation.
- 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* as detailed above and has not retained damaged items claimed for inspection or provided photographic evidence or receipts.
- Where the loss or damage occurred as a result of unauthorised alterations to the property carried out by the resident.

- Where repairs, damage, system or process failures have occurred and not been reported to us in a timely way.
- For loss of earnings. We understand that repairs works will inevitably cause some inconvenience to residents and our tenancy agreements detail that they will need to provide access for repairs to be carried out.
- Where the contents are/should be covered by the resident own contents insurance to protect items such as furniture and personal belongings against theft, damage or loss that is not the fault of ccha.

7.3 Where the contractor has been at fault ccha will liaise with the contractor to ensure that any claim for compensation and any payment made is in accordance with the contractor contract and ccha's compensation policy.

7.4 Where the issue relates to the behaviour of ccha or *contractor* staff, 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 £100) 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 £100), 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 Repairs or 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 normally open for one month following the resolution of the issues or concerns raised. In exceptional circumstances this may be extended up to 12 months as agreed upon with the complainant. If the complaints process is escalated the acceptance period is automatically deferred.

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. This is outlined in the Compensation Procedure.

12.0 Payment

12.1 Once a settlement is agreed and the compensation acceptance slip is received, payment will be made 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 usually be credited to the rent account.

12.4 However, if the amount owing relates to the reimbursement of costs incurred e.g., increased utility costs or damage to personal items, this element will be paid directly to the resident irrespective of any rent arrears.

12.5 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.

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 have reached the end of their procedure the *claimant* can escalate to the Housing Ombudsman 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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