



Halton
Housing

Policy

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Introduction

Halton Housing (HH) is passionate about delivering a great service for our customers. We recognise that occasionally our service might fall below our promises. When this happens, we will consider if any compensation or good will payments should be made to the customer.

It is not always appropriate or necessary to offer compensation, but there will be instances when this is something that would be appreciated by the customer and reflects our commitment to be a customer focused company.

This policy outlines how HH responds to customers, or someone authorised to act on their behalf, who request some form of compensation or gesture of good will.

The aim of this policy is to ensure that all valid compensation claims and good will gestures are:

- Considered and responded to in a fair, consistent and timely manner, and
- To reach an agreement between HH and the customer where applicable

HH is only obliged to pay compensation where it is legally responsible for the loss or damage suffered by the customer. HH may consider other claims for compensation or a good will gesture on a discretionary basis. In general, this would be where there has been a service delivery failure, and it is felt that the customer has suffered actual monetary loss and/or has been seriously inconvenienced by a considerable delay in an action being carried out.

This policy will consider claims for compensation made under relevant legislation, such as:

- The Right to Repair
- The Right to Compensation, for home improvements
- Home Loss and Disturbance Payments (due to redevelopment or improvement works)

In addition, this policy will cover discretionary payments that may be made as a gesture of goodwill. This policy does not cover claims for personal injury.

Policy Statement

HH will ensure that:

Requests for compensation are considered at the discretion of HH. The aim of the policy is to provide redress to restore a person to the position they would have been

in had the service failure not occurred or as a gesture by HH in recognition of the inconvenience caused by the service failure.

The nature of such requests means that HH will consider each case on its individual merits.

Where HH is liable to pay compensation, it will endeavour to reach an agreement which is fair and proportionate to the situation.

This policy will also apply in respect of any detriment or damage caused by an individual or their property or belongings caused by a third party (contractor) working on our behalf.

Methods of Compensation

Compensation will be available to customers in two main ways:

- Monetary – this would be a payment to the customer of an agreed amount
- Replacement of damaged goods

Before making a compensation payment, HH reserves the right to clear any debt owed by the customer to HH out of the proposed payment. This includes rent arrears, service charges, rechargeable repairs, court costs and any other charges that might be outstanding. This requirement may be waived only where HH is legally responsible for the loss or damage incurred by the customer.

In cases where compensation is paid against a debt, the customer would receive any remaining balance of compensation after the debt is cleared and leaves the customer one week in advance of their rent payment in accordance with their Tenancy Agreement.

Where an offset is being considered for a customer with rent arrears, the following criteria will apply:

- Payments would only be offset against rent arrears where these relate to financial compensation for inconvenience or failure of service
- Payments towards the cost of replacement of or damage to customer's goods or belongings, will not be offset against rent arrears unless the express written consent of the customer has been obtained

The Calculation and Payment of Compensation

If HH accepts that it is responsible for the damage or loss suffered by the customer:

It is not possible nor desirable to have a rigid approach to how compensation is calculated. We recognise that there could be a variety of factors involved, such as inconvenience caused by a missed appointment, loss of a room due to an incomplete repair and/or complete/partial loss of an amenity such as heating, hot water and electricity.

A fair and proportionate approach will be applied in all cases but as a guide:

Minor:

- Where the inconvenience is a one-off occurrence
- Where the inconvenience is considered minor in terms of disruption to the customer and their family
- Where the customer still had access and use of their home

Moderate:

- Where the customer is without amenities such as heating or hot water due to a service failure by HH
- Where the period of inconvenience is deemed to be longer than reasonable, or where repeat minor issues are experienced
- Where we have known that the customer is vulnerable or disabled and where our service has been below the service expected

Severe:

- Where the customer is severely inconvenienced – for instance, unable to live at their home temporarily
- Where the service has been to the serious detriment of the customer

HH will always look in the first instance to replace the damaged or destroyed items rather than award monetary compensation.

Where the claim is in respect of items that have been destroyed or damaged, the compensation may be reduced to allow for fair wear and tear, as HH is not liable to pay compensation on a new-for-old basis.

Customers' making claims should be asked to provide receipts or other evidence of purchase to prove the age and original cost of the items.

Compensation may be reduced if, in HH's reasonable opinion, the customer could have taken steps to avoid or reduce the damage or loss but did not do so.

If the claim is for inconvenience caused as a result of the loss of use of a facility provided by HH (for example a communal door entry security system), HH will take

into account the amount of service charge paid by the customer in respect of that item when calculating compensation.

If the claim is in respect of the loss of use of part of the customer's home, HH will take into account the amount of rent payable when calculating compensation.

HH may not pay compensation if the damaged items have been disposed of. They must be made available to HH for inspection, to provide evidence of damage.

Timeframes

Halton Housing will make a decision on any claims for compensation within 10 working days, this may be extended up to 20 working days in complex cases, with the customer duly informed.

Appeals

Should a customer wish to appeal the decision for a compensation claim, they must do so within 20 working days of the compensation decision being communicated.

The Right to Repair and the Right to Compensation

HH will ensure that it adheres to the requirements outlined in The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, when dealing with any claim for compensation made under the Right to Repair and Right to Compensation.

Home Loss and Disturbance Payments

Where a customer is to be permanently displaced to allow HH to carry out redevelopment or improvement work, any Home Loss payment for which the customer is eligible will be made in accordance with the criteria of Home Loss Payments (Prescribed Amounts) (England) Regulations 2008.

Disturbance payments will cover any reasonable costs that are incurred when a customer is required to move by HH. This may include the cost of removals, any disconnection and reconnection charges, mail redirection etc. and if appropriate storage costs.

Good Will Payments

HH appreciates that the majority of good will payments will be made to try to make amends for inconvenience caused to, and/or to minimise the level of dissatisfaction felt by, a customer as a result of a service failure.

It will not always be the case that an actual claim has to be made by a customer for an offer of a good will payment to be made by HH. In the Talk to Us leaflet, HH states

that: *“At any stage of the Complaints Procedure, an apology or even a payment for compensation may be offered. Compensation payments would not normally be offered unless you have suffered actual financial loss or there has been a considerable delay in an action being carried out”.*

There are various scenarios under which good will payments may be considered; examples of which can include:

- The customer does not receive the standard of customer service outlined in the HH’s service standards or local offers
- Failure to keep a pre-arranged appointment that has been made in writing. (24 hours’ notice must be given to cancel an appointment)
- Inappropriate communication on matters affecting the customer
- Incorrect handling of an application to the detriment of the applicant
- Inadequate quality of work
- Severe inconvenience caused whilst completing work

Goodwill gestures could include such things as:

- A letter of apology
- Decoration or gift vouchers, flowers/box of chocolates etc. up to a certain value
- A financial payment

Goodwill gestures should not be issued where HH is at fault and should only be used in the interest of building positive customer relations

General Exclusions

There are certain eventualities which HH has decided will not be covered under its Compensation Policy. They are:

- Any claims for personal injury/negligence. These will be referred to HH’s Insurers to be dealt with under the Public Liability Claim Procedure agreed with them
- Any sums paid by HH are not intended to compensate for loss of earnings or similar
- HH cannot accept responsibility for any claim for compensation that arises directly because the customer does not have their own contents insurance. HH works with Aviva Insurance to offer competitively priced Home Contents Insurance, and always encourage customers to take out insurance cover for their own possessions.

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- HH will not accept liability for damage caused to property through flood, fire or other such incidents. HH expects customers to have taken out their own insurance to cover such eventualities
 - Claims for property damaged as a result of unforeseen failures in the building structure where HH or its agents are not at fault will not be considered under this policy
 - HH will not be held directly responsible where the fault is that of a third party. For example, for damage caused as a result of improvement works being carried out to an unsatisfactory standard by any contractor(s) working on its behalf. However, where the customer experiences problems in pursuing the claim with the contractor, HH will liaise and where necessary will deal directly with the relevant contractor(s) on behalf of the customer, to get the best possible resolution for all parties.

Implementation

More details on how claims for compensation should be dealt with can be found in the Compensation Procedure Guide that has been developed to compliment this policy.

Regulatory and/or Legal Compliance

HH will ensure that it adheres to the requirements outlined in The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, and the criteria of Home Loss Payments (Prescribed Amounts) (England) Regulations 2008.

Diversity Considerations

This policy has been screened for Equality Impact Assessment (EIA). As this is a revision of the previous policy with only minor changes, a full EIA assessment is not required on this occasion.

Links to Strategies, Policies and Associated Documents

This policy relates to the 'Customer Focus' and 'Brand and Reputation' priorities of 'Our Direction'.

- Talk to Us Policy and Procedure
- Repairs Policy
- Asset Management Strategy
- Property and Asset Appraisal Policy
- Compliance, Health and Safety Policies and Procedures
- Compensation Procedure Guide



Translations available on request by phoning **0303 333 0101** or
via email at **info@haltonhousing.org**

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