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Contents

1. Our purpose

We're proud to be able to support tens of thousands of people across England by providing affordable housing and care to help people live independently.

Everything starts at home, and we are privileged to be able to do work which makes a real difference to the lives of people in our communities. Everything we do is about people – whether that's providing a good quality, safe home or providing care which helps someone to live an independent life.

We live and breathe this social purpose.

2. Introduction

This policy outlines our approach to remedies and compensation. We always aim to provide services to you in line with our published service standards. Where services do not meet these standards for any reason, we will acknowledge this and offer an appropriate remedy. In some cases, this may include the payment of compensation as a remedy. All approvals of compensation are made in line with our Governance Framework.

We offer 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. In respect of financial remedies, we follow the [Dispute Resolution Principles](#) published by the [Housing Ombudsman Service](#) and their [guidance on remedies](#).

Examples of remedies may include:

- ◆ Offering a sincere and genuine apology that acknowledges our failures and the impact it has had on you and your household
- ◆ Taking action to put things right- for example, scheduling remedial works
- ◆ Confirming our commitment to reviewing our systems, processes or training for colleagues
- ◆ Offering vouchers or flowers to acknowledge our mistakes and to say we're sorry
- ◆ Adjustment to your rent account or service charges, if you're in arrears
- ◆ Providing a rent-free period
- ◆ Offering financial compensation to cover both any financial losses you have incurred, or to take into account of the distress, inconvenience or time and trouble our service failures have caused you.

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 your views and the remedy you would like
- ◆ As far as possible, compensation payments will be decided and offered with the aim of returning you to the same position you would have been in if our service had not failed
- ◆ We will consider whether there is practical action we can take, which will provide all or part of a suitable remedy and explain why we feel this is appropriate
- ◆ Any remedy offered will be appropriate, fair and proportionate to the service failure and consistent with Housing Ombudsman determinations and in consideration of our Vulnerable Customer Policy and Procedure.
- ◆ We will consider the effects of your actions where this is relevant and explain why and how these actions have impacted any offer of remedy.
- ◆ We will monitor and review compensation payments to understand why the payment was necessary 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, guidance from the Housing Ombudsman Service, as well as best practice
- ◆ Compensation payments after we've investigated a complaint, will be made in line with the timescales in our Complaint Policy.
- ◆ Other compensation claims will usually be resolved within 15 working days.
- ◆ Payments are usually made within 15 working days of receipt of bank details for all compensation payments.

3. Scope of Policy and Exclusions

3.1. Policy 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 teams
- ◆ 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

* *Taking into consideration the terms of any contracts in place*

3.2. Policy exclusions

We will consider cases individually, but as general principles, we will not pay financial compensation when:

- ◆ 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
- ◆ where required, 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 you have carried out or arranged yourself, such as an incorrectly installed shower
- ◆ the loss or damage is the fault of another customer or neighbouring occupier, for example their leaking washing machine
- ◆ 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
- ◆ the loss or damage is caused by you or made worse by your action or inaction
- ◆ damage is caused by an event that we could not reasonably anticipate, prevent or foresee
- ◆ we could not gain access to your home to carry out the required work
- ◆ we acted reasonably to mitigate any loss or damage
- ◆ we have acted reasonably and complied with our legal and contractual liabilities
- ◆ we have made, or offered, reasonable alternative arrangements, temporary accommodation for example
- ◆ legal proceedings against us have started in Court.
- ◆ you have made a claim for personal injury or impact on health and medical conditions - in such cases, we will sign post you to our insurance process
- ◆ there are any other liability issues subject to an insurance claim

4. Definitions

Remedy	A remedy is the means by which we put things right after some level of service shortfall has been identified and acknowledged.
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Mandatory (statutory) compensation payments	<p>Payments that we have to make by law; examples include:</p> <ul style="list-style-type: none"> • Home loss Payments • Disturbance Payments • Improvements – payments which may be made when a tenancy is ending and if the tenant has completed improvements to it after 1 April 1994. This does not apply to fixed term tenancies. Full details can be found in our Tenant Alteration Policy.
Quantifiable Loss payments	Payments we make for proven financial loss sustained as a direct result of our service failure.
Discretionary payments	This relates to unquantifiable loss, such as avoidable inconvenience, distress, detriment, time and trouble, or other unfair impact of our service failure.

5. Roles and Responsibilities

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

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

6. Our Policy

Policy statement

This policy aims to give guidance on how we respond when you have:

- ◆ experienced loss or inconvenience due to a service failure,
- ◆ incurred additional costs or charges due to our actions or inaction,
- ◆ experienced poor complaint handling at any step of our complaints process (see *complaints policy*),

and, where we consider compensation to be the most appropriate remedy.

There are three types of compensation:

- ◆ mandatory (such as statutory home loss payments)
- ◆ quantifiable loss payments (where you can demonstrate actual loss)
- ◆ discretionary payments (for time and trouble/distress and inconvenience)

Mandatory compensation (or Statutory Compensation)

Situations where you may be entitled to compensation, and we are obliged to pay due to legal requirements are:

- ◆ Home loss – payments which may be made to you if you have lived in your home for a minimum of 12 months and are required to move permanently because of redevelopment or demolition of your home. See our Home loss, Decants and Disturbance Policy for more information.
- ◆ Disturbance – payments which may be made to you if you are required to move to another property temporarily or if you 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 you when your tenancy is ending and if you have completed improvements to it after 1 April 1994. This may depend on tenancy type. Full details can be found in our Tenant Alteration Policy.

Unless there is good reason for us to challenge a determination, we will comply with orders from the Housing Ombudsman to pay compensation based on their findings and decisions on complaints made to them about our service delivery.

Quantifiable loss payments

Quantifiable loss payments are where you can demonstrate actual loss as a result of our actions, or omissions, or those of a third party working on our behalf.

Examples of quantifiable loss could include:

- ◆ increased heating bills due to use of portable heaters
- ◆ having to pay for alternative accommodation or take away food
- ◆ paying for cleaning or carrying out repairs where we, as your landlord, have failed to meet our obligations.
- ◆ Reimbursement for damaged belongings where we, or our contractors acting on or behalf have caused the damage (either through our actions, or inactions)

Any such costs must have been reasonably incurred and evidence of such loss provided. In some cases, we have standard tariffs that we will apply for such losses (for example, a payment per day for use of portable heaters/ dehumidifiers or a standard mileage rate where additional travel costs are incurred).

Discretionary

Discretionary payments are payments made where there has been a failure of service that has caused delay, distress or inconvenience to you, or has incurred time and trouble for you to resolve with us.

Examples where discretionary payments may be made include:

- ◆ poor complaint handling
- ◆ poor communication
- ◆ delays in providing a service e.g. in undertaking a repair
- ◆ failure to provide a service that has been charged for
- ◆ temporary loss of amenity
- ◆ failure to meet target response times
- ◆ loss of use of part of the property
- ◆ failure to follow policy and procedure
- ◆ unreasonable time taken to resolve a situation

Calculating discretionary compensation amounts

We will take these factors into account when deciding to offer compensation payments, and determining a fair and reasonable amount to offer

- ◆ the duration of any avoidable distress or inconvenience
- ◆ your personal circumstances, such as any vulnerabilities or disabilities which increase the negative impact of our service failures
- ◆ 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 levels of compensation we have paid for similar cases
- ◆ set rates of compensation we have agreed, such as, for example, a daily rate for loss of a utility.

Compensation payments can be made in a number of ways including bank transfers, vouchers, or credits to GreenSquareAccord rent accounts. We have internal guidance to assist us in ensuring that offers are fair and consistent, and this is validated through approval routes with approval for discretionary compensation determined by the monetary value of the compensation offered.

Payments for damage to belongings

You should make sure you have sufficient home contents insurance to cover damage to your belongings through no fault of GreenSquareAccord. Compensation is not intended as a substitute for home contents insurance however where damage has been caused directly as a result of our actions or oversights, or those of contractors working on our behalf, consideration will be given to reimbursement without the need for you to make a claim on your insurance at further inconvenience and cost to yourself.

Where a cause cannot be determined, there may be some circumstances we may consider paying the excess on the insurance claim.

Please see our website for further information on obtaining contents insurance: [Contents insurance - GreenSquareAccord](#)

Insurance claims

Substantial claims against the organisation, our agents or contractors will be dealt with through relevant employers or public liability insurance in force at the time of the incident and means they may be handled directly by insurers and/or legal advisors.

If you are a leaseholder or a shared owner, you can find information about insurance on our website at:

<https://www.greensquareaccord.co.uk/manage-your-home/homeowners/leaseholders/> and <https://www.greensquareaccord.co.uk/manage-your-home/homeowners/shared-owners/>

Personal injury claims will always be referred to our insurers for investigation and are out of scope of this policy. You can submit a claim for personal injury by emailing us at insurance@greensquareaccord.co.uk

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 you and to reduce the need for legal action. You can find more information on disrepair claims on our website at:

<https://www.greensquareaccord.co.uk/manage-your-home/repairs-and-maintenance/disrepair-claims/>

Any claims which are not resolved in this way and progress through legal channels are not dealt with under this policy.

7. Monitoring and Reporting

We monitor and scrutinise 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:

- ◆ 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 colleagues feedback on good and bad areas of performance.

This policy will be reviewed on an annual basis, unless there are:

- ◆ significant changes in legislation
- ◆ complaint investigations or claims identify gaps or learnings
- ◆ relevant findings from any independent organisation.

8. Assurance

This policy is approved to ensure it is current and complies with our legal, regulatory, and moral obligations.

Where required, and in full compliance with data protection law, we will provide external agencies with data in connection with the policy.

9. Equality Impact Assessment

An equality impact assessment has been completed and the outcome of the evaluation is that this policy has no significant negative impact on any group of customers who have a protected characteristic. For customers who have vulnerabilities such as a disability, pregnancy or are older in years, we will ensure these are considered in any compensation award offered. The likelihood and any impact felt by all customers will continue to be assessed as part of the policy's scheduled reviews.

We will ensure this policy is applied fairly and consistently to all our customers and in accordance with our values and the principles contained within our Equal Opportunities policy. In summary this means no person or group of persons will be treated less favourably than another person or group of persons.

We will also ensure you have fair access which suits your individual needs to this policy and associated processes. This could include providing translations and additional support if you require it. In some cases, you may ask us to let someone deal with a matter on your behalf and, where we have your consent for this, we will respect this preference.

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 all our customers.

10. Training and Competency

Colleagues involved in determining compensation payments will receive appropriate training on this policy and associated procedures via access to internal briefings.

11. Communication 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 our website.

12. Legal and Regulatory Framework

- ◆ **Land Compensation Act 1973** – the legislation which outlines compensation property owners can claim due to loss of value of the property rights.
- ◆ **Home Loss Payments (Prescribed Amounts) (England) Regulations 2023** – the regulations which prescribe the maximum and minimum amount of home loss payments payable in England. The Housing Act 1985, 1988 & 1996 – the legislations which defines the type of tenancy a customer will hold, and their eligibility for compensation.
- ◆ **Right to Compensation for Improvements (Landlord & Tenant Act 1982)** – contains numerous provisions that relate to improvements and alterations carried out by tenants, including a right for a tenant (under certain circumstances) to receive compensation from its landlord for improvements that the tenant carries out.
- ◆ **Homes (Fitness for Human Habitation) Act 2018** – includes the rights for tenants in England where landlords have failed to maintain their homes to the appropriate standard.
- ◆ **The Social Housing (Regulation) Act 2023** – the Act that aims to improve the standards, safety and operation of social housing.

This policy has been written in line with Ombudsman guidance:

For landlord services:

HOS Guidance for Landlords [Compensation policy - Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housingombudsman.org.uk/compensation-policy)

HOS Remedies Policy and Guidance [Guidance on remedies | Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housingombudsman.org.uk/guidance-on-remedies)

For Care and Support services:

LGSCO Remedies Guidance [Guidance on remedies - Local Government and Social Care Ombudsman](https://www.localgovernmentombudsman.org.uk/guidance-on-remedies)

13. Information Sharing and Confidentiality

We will provide information as required in line with relevant law and regulation.

We collect information (personal data) to enable us to:

- ◆ manage and support our relationship with customers to comply with legal obligations
- ◆ improve our services
- ◆ achieve our legitimate business aims

We are committed to complying with data protection legislation when handling data.

Customers have rights including access to their data and to object to the way it is processed. For more information on how and why we process customer data and how customers can exercise

REMEDIES AND COMPENSATION POLICY



their rights please view our full Privacy Policy on our website at [Privacy notice – GreenSquareAccord](#).