



**Green
Square
Accord**

REMEDIES AND COMPENSATION POLICY

Last updated: February 2026

Review: February 2027

**Owner: Director of Customer
Experience**

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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.

There are a wide range of remedies we may offer to put things right which also include non-financial options, such as completing a repair or a gesture to say sorry. In respect of financial remedies, we follow principles set by the [Housing Ombudsman Service](#) in their [Compensation guidance](#) and [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 work
- ◆ Confirming our commitment to reviewing our systems, processes or training for colleagues, including details of learning actions we plan to take because of the identified service shortfall
- ◆ Offering another appropriate remedy to acknowledge our mistakes and to say we're sorry
- ◆ If you're in arrears, any financial remedy may include an adjustment to your rent account or service charges where this is appropriate
- ◆ Providing a rent-free period
- ◆ Offering financial compensation to cover both any financial losses you have incurred, or to consider 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:

- ◆ 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 and let you know how this happened
- ◆ 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
- ◆ Compensation payments offered 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.

This policy reflects the standard of commitment that will be exercised as part of the GSA Way, including learning from our mistakes and owning to the end, and is aligned to our wider Customer Strategy.

3. Scope of Policy, Aggravating and Mitigation Factors

3.1. Policy scope

This policy applies to anyone who has been negatively affected / disadvantaged by us, our homes or our services.

In line with the Housing Ombudsman guidance [Compensation guidance](#), we will consider 'aggravating' and 'mitigating' factors.

3.2. Aggravating Factors

Aggravating factors reflect the specific impact on a customer based on their unique needs, reflecting that the impact of a service failure may be different for different customers.

Examples include:

- a mental health condition (for example mishandling of ASB aggravates an existing condition)
- a customer with young children (for example an extended period in temporary accommodation because of repair delays causes significant inconvenience and upset)
- a customer's disability (for example the daily impact of emergency decants as result of failure to comply with repairing obligations)

Such factors may impact on the level of any financial remedy offered.

3.3. Mitigating Factors

In line with the Ombudsman guidance, we may also consider any wider circumstances that impacted on our ability to address issues in a timely way.

Examples include:

- Matters not being raised with us in a timely way
- Repeatedly refusing to allow GSA as your landlord to access to inspect the property and assess the extent of works needed (where relevant)
- Not responding to contact from GSA

Such factors may impact on the level of any financial remedy offered.

3.4. Exclusions- Out of Scope

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.

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

As part of our compensation calculations, we will not compensate you specifically for loss of earnings, for example as remedy of compensation to reimburse you for time off work, loss of wages or loss of employment whilst repairs are carried out. However, there may be circumstances when it is appropriate to make a compensation payment in recognition of the inconvenience caused, for example where repairs appointments are repeatedly missed.

In relation to non-financial remedies, where concerns are received in relation to colleague conduct, we cannot provide any information in relation to potential disciplinary processes.

4. Definitions

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| Remedy | A remedy is how we put things right after some level of service shortfall has been identified and acknowledged. |
| Mandatory (statutory) compensation payments | Payments that we have to make by law; examples include: <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

The Leadership Team have responsibility for ensuring our policy is current and complies with our legal, regulatory and moral obligations

Lead for this policy is the Director of Customer Experience, with the Head of Customer Experience having responsibility for ensuring that it is consistently followed in practice.

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

6.1 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

It is important that we acknowledge when we get things wrong.

There are different types of remedy that we can offer when we identify we've got things wrong. These include:

- **An apology**

We need to say sorry when we get things wrong. We are committed to providing sincere and genuine apologies that:

- ◆ acknowledge the service failure
- ◆ accept responsibility for it
- ◆ explain clearly why it happened
- ◆ express sincere regret
- ◆ set out what actions we have or will be taken to address the problem
- ◆ include the remedy to put things right
- ◆ include what the organisation has learned

We will not:

- ◆ Distance GSA from fault or pass the blame on to others
- ◆ Trivialise the issue or the impact it has had on you and your household

- **Take corrective action to address the issue**

In many cases, we can help remedy a service failure by taking control of an issue and acting, for example:

- ◆ Doing something we should have done (for example completing a damp and mould inspection)
- ◆ Stop doing something we shouldn't have done (for example, attending a property outside a scheduled appointment)

- **Review or make changes to systems and processes**

As part of our learning culture, there may be an opportunity for GSA to review systems and processes to stop the risk of the service failure happening again.

It is important that we assure you that we take your experience seriously and want to use it as an opportunity for service improvement. We will review learning from cases and update systems and processes as necessary.

- **Colleague training and guidance**

Making sure our teams have the skills and competencies to deliver services in line with our expected standards is important to us. This includes ensuring that expected standards of professional conduct are maintained in line with our Code of Conduct.

Where our service failure indicates we need to change our training, or introduce additional training or guidance for our colleagues, we will include this as a proposed remedy.

- **Offering financial compensation.**

There are some circumstances where it is necessary, or appropriate, to offer financial compensation.

There are three types of financial 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 (Statutory) Compensation

The following are legally required payments:

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| 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 because of redevelopment or demolition of their home. |
| 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. |
| 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. |

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 have failed to meet our obligations.
- ◆ Reimbursement for damaged belongings where we, or our contractors acting on our behalf have caused the damage (either through our actions, or inactions)

For fairness 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). We base these on guidance provided by the Housing Ombudsman Service.

Discretionary payments

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
- ◆ Not taking into consideration a vulnerability which has made the situation harder for you

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 several ways including bank transfers or credits to GreenSquareAccord rent accounts.

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](#)

7. Monitoring and Reporting

We monitor types of compensation claims we receive to ensure:

- ◆ our process is being managed in a fair, consistent, and appropriate way
- ◆ our compensation policy meets customer needs and regulatory requirements
- ◆ 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 monitor compensation amounts and breakdowns to identify areas of repeat service failure that may indicate a need to review our systems, processes or training.

This policy will be reviewed every two years, unless there are:

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

The approval process involves review by the Customer Panel and Directors' Group.

8. Assurance

First line assurance that we are offering remedy in line with this policy is obtained through internal quality assurance mechanisms within Customer Experience. Second line assurance is provided through periodic complaints handling audits completed by the Quality Team.

As a third line of assurance, Housing Ombudsman determinations include review as to whether we have offered reasonable redress as part of our complaint handling.

9. Equality Impact Assessment

An equality impact assessment has been completed and the outcome of this is that this policy has no significant negative impact on any group of customers who have a protected characteristic.

We will ensure this policy is applied fairly and consistently to all our customers and in accordance with both our values and our legal and regulatory requirements

10. Training and Competency

Colleagues involved in determining compensation payments will receive appropriate training on this policy and associated procedures.

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 guidance](#)

HOS Remedies Policy and Guidance [Guidance on remedies | Housing Ombudsman \(housing-ombudsman.org.uk\)](#)

For Care and Support services:

LGSCO Remedies Guidance [Guidance on remedies - Local Government and Social Care Ombudsman](#)

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

DOCUMENT CONTROL

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|--|---|---------------------|---------------|
| Policy Name | Compensation Policy | | |
| Date Approved | February 2026 | Date of Next Review | February 2027 |
| Date of Issue | February 2026 | | |
| Date of Last Review | October 2024 | Review Frequency | Annual |
| Type of document | Policy | | |
| Executive Sponsor | Gary Hardy– Interim Chief Customer Officer | | |
| Owner Name and Job Title | Tansy Crowley-Sweet- Director of Customer Experience | | |
| Subject Matter Expert | Kathryn Jewell – Customer Care Manager | | |
| Consultation undertaken | Operations Directors; Customer Experience Management Team | | |
| Approval route | Customer Panel, Directors' Group | | |
| Linked Policies, Procedures or Strategies | Complaints Policy and Procedure (for customers) Complaints Procedure (for colleagues) Remedies and Compensation Procedure (for colleagues) Repairs Policy Disrepair Policy Homeloss, Decants and Disturbance Policy Insurance Claims and Procedures Tenant Alteration Policy Vulnerable Customer Policy and procedure | | |
| Customer Information (where applicable) | Policy is available on website for all customers to access | | |
| Forms and Other Links (e.g. links to internal forms and documents and / or external legislation) | HOS Compensation Guidance Compensation guidance HOS Remedies Policy and Guidance Guidance on remedies Housing Ombudsman (housing-ombudsman.org.uk) LGSCO Remedies Guidance Guidance on remedies - Local Government and Social Care Ombudsman | | |
| Version Number | V6 | | |

| Version | Description of Change | Date Approved |
|---------|--|---------------|
| 1 | New GSA Policy | June 2021 |
| 2 | Amends for clarity following feedback and review | July 2022 |
| 3 | Annual Review: i) Section 3: Timescale for processing standalone compensation claims moved to 15 working days (from ten) Some wording changes for clarity ii) Minor wording changes/corrections iii) Transferred to new policy template iv) Equality Impact Assessment completed v) Addition of reference to Vulnerable Customer Policy and vulnerability more generally vi) Change of tone throughout to address policy to customers | July 2023 |
| 4 | Revised in line with HOS guidelines on Remedies. i) Discretionary Payments- reference to quantifiable and non-quantifiable loss | April 2024 |

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| | <ul style="list-style-type: none"> ii) Minor wording changes iii) Link to HOS remedies guidance provided on cover sheet | |
| 4.1 | Transferred to new policy template | N/A – no changes, review date remains unchanged. |
| 5 | <p>Full review to reflect feedback from Housing Ombudsman Service:</p> <ul style="list-style-type: none"> • Expanded to include non-financial remedies- reflect in change to policy name • Financial redress split between mandatory compensation, quantifiable loss and discretionary compensation, with examples given • Updated to recognise that responsibility will be taken for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on our behalf • Minor wording updates throughout | October 2024 |
| 6 | <p>Scheduled review.</p> <ul style="list-style-type: none"> • Updated to reflect HOS Compensation guidance published February 2026, including reference to aggravating and mitigating factors • Minor wording changes to support ease of reading • Increased information on non-financial remedies • Information added to assurance section. • Amends following feedback from Customer Panel • Review frequency moved from annual to two yearly | February 2026 |
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