Compensation Policy

Document control							
Valid from	Valid to	Ver	Status	Author	Owner	Approval	Description of change
01.12.12	01.12.15	1.0	Draft	DDH Customer Service Manager	DDH Assistant Director	FHG Board	Updated policy
02.12.15	31.12.16	1.1	Final			Exec Team June 2016	Renewal for 1 year
01.01.20	31.12.23	2.0	Final	Customer Experience Manager	Director of Customer Services	Co Exec July 2020; Insight Aug 2020	Minor changes
01.06.24	01.06.2027	2.1	Final	Customer Experience Manager	Director of Customer Experience	Co Exec	Updated Policy
21.05.2026	21.05.2029	2.2	FINAL	Complaints Manager	Head of Customer Experience	Customer Experience Group	Updated policy
Other relevant documents: Complaints and Compliments Policy Repairs Policy Customer Repairs Guidance Tenancy Agreement Housing Ombudsman Complaint Handling Code Reasonable Adjustments Policy Tenancy Terms and Conditions Decant Policy							

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1. Policy Scope

Futures Housing Group aims to provide high-quality services that help customers live well in their homes. Sometimes our actions or mistakes may cause inconvenience, disadvantage, or financial loss. In these situations, compensation may be an appropriate way to put things right.

This policy explains when discretionary and statutory compensation will be considered. It applies to anyone whose home is owned or managed by Futures Housing Group. In some cases, we may also consider compensation for people who are not our customers, depending on the circumstances and at our discretion.

When we say **'we', 'us' or 'our'**, we mean Futures Housing Group.
When we say **'you'**, we mean any customer who uses our services, or anyone who may be entitled to compensation under this policy.

This policy should be read alongside:

- Complaints and Compliments Policy.

2. Policy Statement

Compensation is one way we put things right when our service has gone wrong. Our aim is to restore you, as far as possible, to the position you would have been in if the failure had not happened.

Compensation is not always financial. We may also:

- Offer a goodwill gesture such as vouchers or flowers.
- Take practical steps to put things right.

- Apologise.

In some cases, financial compensation is the most appropriate remedy. This is not automatic and will only be considered when our service failure has caused loss, inconvenience, or distress.

Compensation will usually not be offered where an issue has been put right quickly and has had little impact.

We will take a fair, consistent, and transparent approach to considering compensation, following the Housing Ombudsman's Complaint Handling Code, Remedies Guidance, and Compensation Guidance.

This policy applies to customers who receive a service from us, including where that service is delivered by a contractor acting on our behalf.

Where damage or loss is caused by a contractor acting on our behalf, we will consider responsibility and compensation in line with this policy, taking account of the circumstances of the case.

3. Policy Aim

This policy sets out:

- When compensation may be offered.
- How decisions will be made.
- How we ensure fairness, consistency and transparency.

Each request for compensation will be considered individually. We will investigate in line with our Complaints and Compliments Policy and review all available information.

While we aim to be consistent, we will use discretion where appropriate to reflect individual circumstances.

4. Types of Compensation

We may make three types of payments:

1. Mandatory payments.
2. Quantifiable loss payments.
3. Discretionary payments or goodwill gestures.

4.1 Mandatory Payments

These are payments required by law. Examples include:

- **Home Loss Payments** – when we need you to move permanently due to redevelopment or demolition.

- **Disturbance Allowance Payments –** to compensate you for costs you have incurred because of a temporary move. The amount will equal to the reasonable expenses associated with your move. More information about this can be found in our Decant Policy.

4.2 Quantifiable Loss Payments

These are payments where the loss has an actual clear financial value and was caused by our service failure. Examples include:

- Costs for temporary accommodation where your home cannot be safely used. This may include situations involving urgent health and safety risks, as defined by the Housing Health and Safety Rating System (HHSRS), and following an assessment by us.
- Excessively high water bills caused by internal leaks where the repair has been delayed as a result of our actions or mistakes.
- Loss of use of your home due to our actions or mistakes. This will be calculated as a percentage of rent based on how many rooms were affected and for how long. We may refer to this as a 'room loss payment'.
- Loss of earnings, reimbursed for up to 4 days at National Minimum Wage. We will need proof that unpaid leave has been taken.

This list is not exhaustive.

To look into your request, we may ask you to send us proof of any costs you've incurred, like receipts. We can only consider costs that are reasonable and directly related to the issue we're investigating.

4.3 Discretionary Payments & Goodwill Gestures

We may offer a discretionary payment or goodwill gesture when our service has not met the standards we aim to provide. This does not mean we are legally liable; it simply recognises the inconvenience, impact or distress caused.

Examples include:

- Practical actions (such as offering to do repairs or redecoration which would otherwise be your responsibility),
- Vouchers,
- Flowers or a personalised goodwill item.

Discretionary payments or goodwill gestures will be considered where we have identified a service failure. They may take into account the impact the issue has had on you and your individual needs or circumstances. These will be considered on a case-by-case basis and may be offered alongside other remedies.

5. Other Remedies (Putting Things Right)

We may take other actions to resolve a complaint. These may include:

- Apologising.
- Acknowledging mistakes.
- Explaining what went wrong.
- Taking action to address delays.
- Reconsidering or changing a decision.
- Correcting or updating records.
- Making service improvements based on learnings.
- Carrying out cleaning or repairs after damage caused by repairs.

This ensures we consider individual needs and circumstances and are being fair, reasonable, and proportionate.

Where we agree a remedy, we will confirm what will happen and by when, and we will track actions through to completion

6. When We Will Not Pay Compensation

We will not usually offer compensation if:

- The request or matter involves personal injury.
- The issue was caused by events outside our control (e.g., severe weather, pandemics, leaks from water mains).
- The issue is your responsibility under the tenancy agreement.
- You are covered by your own home contents insurance, unless we caused delays that worsened the situation.
- You caused or contributed to the damage or did not report the issue to us.
- The claim is being dealt with by our insurers.
- The disruption was short-term and arose from necessary repairs or building works, and the impact on you was limited.
- The request relates to neighbour nuisance.
- We provided advance warning of a planned loss of service and work was completed within timescales.
- There is an active disrepair claim which is currently in court.
- The request is for loss of earnings beyond our 4-day allowance.
- The request relates to communal repairs, and there has been no direct service failure affecting you individually.

- The request is for a rent or service charge refund. These will be reviewed separately, where appropriate, in line with tenancy agreements, statutory requirements, and any loss of use of the home arising from service failure.

Home contents insurance

If damage is covered by your insurance and was caused by our actions or those of our contractors, we may consider reimbursement without the need for you to make a claim. If you do need to make a claim on your home contents insurance, we may consider reimbursing your excess. However, we cannot reimburse any increase in premiums.

7. How We Decide Compensation

There is no automatic right to compensation. Each request will be considered on its own merits, and we will take a consistent and fair approach. The Complaints Team will investigate to determine:

- whether we are responsible,
- whether we acted fairly and consistently,
- whether any exceptional circumstances apply,
- the impact on you, considering vulnerabilities and needs.

If we are at fault, we will apologise, explain what happened and then put things right in one or more of the ways outlined in this policy.

We may consider remedies, including compensation, at any stage of our complaints process where appropriate, without the need for escalation

Factors considered when determining a payment:

- distress and inconvenience caused,
- the time and effort you spent chasing us,
- duration of the problem,
- seriousness of the service failure,
- vulnerabilities, e.g. disability, age, young children.

Payments may be made by bank transfer or voucher.

8. How to Request Compensation

Requests must be made within 12 months of the service failure, fault or incident.
You must not withhold rent or service charges while waiting for compensation.
Requests can be made by phone, email, the customer portal, face-to-face or in writing.

9. Timescales

We will acknowledge complaints and compensation requests within 5 working days.
We will provide a response to Stage 1 complaints within 10 working days and Stage 2

complaints within 20 working days, in accordance with our Complaints and Compliments Policy and the Housing Ombudsman's Complaint Handling Code.

If we need to extend these timescales, we will confirm the reason, the new deadline, and include Housing Ombudsman contact details.

10. If You Are Not Satisfied

We operate a two stage complaints process. If you are unhappy with the outcome of your complaint or compensation request, you can request a Stage 2 review in line with our Complaints and Compliments Policy and the Housing Ombudsman's Complaint Handling Code. Following this, if you are still unhappy with the outcome, you can contact the Housing Ombudsman Service using the following contact information:

- Online complaint form: www.housing-ombudsman.org.uk/residents/make-a-complaint/
- Phone: 0300 111 3000
- **Email:** info@housing-ombudsman.org.uk
- Postal address: Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET

11. Review

This policy will be reviewed every 3 years, unless legislation, regulation or circumstances require an earlier review.