



Compensation Policy

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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
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01.06.24	01.06.2027	2.1	Final	Customer Experience Manager	Director of Customer Experience	Co Exec	Updated Policy
Other relevant documents: Complaints and Compliments Policy The Customer Offer Tenancy Agreement Housing Ombudsman Complaint Handling Code							

INTRODUCTION

Futures Housing Group (“The Group”) is committed to providing effortless customer experiences and being clear about our Customer Offer. However, it is acknowledged that occasionally these standards are not met and that customers may be inconvenienced or suffer financial loss as a result.

Our aim is to ensure that a customer is restored to the position they would have been in if the service failure had not taken place and to offer fair and proportionate compensation payments where the Group is responsible for such a service failure.

POLICY STATEMENT

The purpose of this policy is to outline when we will award compensation to our customers and what will be taken into consideration during decision making.

It must be noted that compensation is only one of the remedies available should there be a failure in the Group’s service. In some situations, financial compensation may be the only and appropriate remedy.

Where a request for compensation is made, each claim will be considered on its own merits and the Group will carry out an investigation to ensure that all the available information is considered. A consistent approach in relation to all claims will be promoted but discretion and a practical approach must also be applied to individual claims.

The Group will take responsibility for any detriment or damage caused to a customer or their property and belongings caused by a third party working on our behalf.

CATEGORIES OF COMPENSATION PAYMENTS

There are three types of compensation payment that the Group may be required to pay out. These are as follows:

- (a) Mandatory payments.
- (b) Quantifiable loss payments.
- (c) Discretionary payments.

1. MANDATORY PAYMENTS

Mandatory compensation payments relate to payments that the Group is required to pay in certain circumstances and where such payments are required by statute. Such payments include:

- (a) Home Loss Payments – where a customer is required to move home permanently as a result of redevelopment or demolition of their homes.
- (b) Disturbance Payments – such payments are to cover reasonable costs where a customer is required to move home either temporarily or permanently.

2. QUANTIFIABLE LOSS PAYMENTS

The Group may also be required to make compensation payments for losses which can be assessed and have a financial value placed upon them and which have been caused by a service failure. Such payments could include:

- Paying for alternative accommodation where this is necessary due to an urgent repair issue or other issues causing a loss of use of the customer's property.
- Payment for cleaning required following a repair issue which has caused damage.
- Exceptionally high water bills as a result on an internal leak from the day the leak was reported.
- Where severe damage has been caused to internal décor due to a repair.

This list is not exhaustive.

Any costs claimed under this heading must have been reasonably incurred and the customer must provide evidence of the losses incurred before any request can be investigated and considered under this policy.

3. DISCRETIONARY PAYMENTS AND GOODWILL GESTURES

In addition to mandatory and quantifiable payments outlined above, the Group also has discretion to make other payments and/or goodwill gestures where such payment would be fair, reasonable, and proportionate.

Where the Group feels that a customer has not received the service we would have liked to have provided, we may offer a discretionary payment or goodwill gesture. This is not an admission of liability, but recognition of the difficulty or inconvenience caused to the customer. These payments may be gift vouchers, flowers, or something relevant to the individual customer.

Discretionary payments or goodwill gestures will be considered where the Group has failed to meet its obligations under the customer offer. Requests for compensation will be reviewed on a case-by-case basis.

4. OTHER REMEDIES AND PUTTING THINGS RIGHT

The Group may consider taking other actions, in addition or as an alternative to, the making of financial compensation payments, to conclude a complaint. This ensures the Group has the flexibility to ensure each complaint is considered on its own merits and the individual circumstances of each complaint are considered.

Other remedies could include taking practical action and/or gestures of goodwill when such remedies are fair, reasonable, and proportionate. This could include:

- apologising.
- acknowledging where things have gone wrong.
- providing an explanation, assistance, or reasons.
- acting if there has been delay.
- reconsidering or changing a decision.
- amending a record or adding an addendum.
- providing a financial remedy where evidence of additional costs is incurred.
- changing policies, procedures, or practices on the back of learnings gathered.

5. WHEN WE WILL NOT PAY COMPENSATION

Compensation under this policy will not be considered where:

- The request is in relation to personal injury.
- The incident or service failure is due to circumstances beyond the Group's control e.g. severe weather, pandemic.
- The losses suffered by the customer arise from an issue which falls under the customer's responsibility in line with their tenancy agreement.
- The customer is covered by their own home contents insurance. Unless there have been significant delays from the Group resulting in additional damage or inconvenience. *
- The customer is responsible for causing the inconvenience or financial loss or where the action necessary has not been reported to the Group.
- A claim is referred to, and is being dealt with by, the Group's insurers.
- There has been short term disruption caused by the Group's repairs or building works.
- The request is for neighbour nuisance.
- The request is for a refund of rent or service charge.
- Advanced warning has been given about a loss of service, repair or fault and the work is completed within the specified timescales.
- There is an active disrepair claim being pursued.
- The request is for loss of earnings or annual leave.
- The request is for communal repairs.

* Where any damage is covered under a customer's contents insurance and where damage has been caused directly as a result of the actions or omissions of the Group or contractor working on its behalf, the Group will give consideration to reimbursement without the need for the customer to make a claim at further inconvenience and cost to themselves, and in particular, where the facts are not in dispute.

6. HOW CUSTOMERS WILL BE COMPENSATED

There is no automatic right to compensation.

An investigation will be carried out by the Complaints Team to determine:

- Whether the Group is responsible.
- Whether the Group has acted fairly and consistently and in line with the customer offer.
- Whether there are any exceptional circumstances.

Where it is determined that the Group has failed to meet our obligations, an apology will be sent to the customer with an explanation as to how the failure in the service occurred.

Where a service failure is identified the Group will remedy the issue in one or more of the following ways as appropriate:

- Apologising.
- Rectifying the mistake.
- Making a goodwill gesture.

- Undertaking practical actions.
- Making a compensation payment.

When considering discretionary payments of compensation, the Group will consider the severity of any service failure and associated impact. The factors to consider when considering the severity of the failure and the impact could include:

- The duration of the problem.
- The extent or severity of the service failure.
- Any vulnerabilities suffered by the customer such as disability, age, or the presence of young children.

If financial compensation is to be paid to a customer this will be paid by way of vouchers, cheque or bank transfer, whichever is the most appropriate for the individual complaint being considered.

The Group will however in the first instance offset any offer of compensation against any rent arrears present on a customer's account before paying any remainder to the customer.

7. HOW CUSTOMERS REQUEST COMPENSATION

All requests should be made within 12 months of the service failure, fault, or event. Rent or service charges cannot be withheld in lieu of compensation.

Requests can be made by phone, email, through the customer portal, face to face or by letter.

8. TIMESCALES

Requests for compensation will be acknowledged within 5 working days in line with the Group's Complaints and Compliments Policy. If the request meets the criteria as set out by the policy, compensation may be offered. Following an offer of compensation, a customer will have 14 days to accept the compensation.

9. IF THE CUSTOMER IS NOT SATISFIED

If a customer disagrees with the outcome a review or escalation to Stage 2 can be requested, within 14 days in line with Stage 2 of the Complaints Procedure.

10. REVIEW

This Policy is due to be reviewed every 3 years unless there are any substantial changes to legislation, regulation, or circumstances arise which necessitate an earlier review.