

COMPENSATION POLICY



1. Background and objectives

- 1.1. This policy sets out Alliance Homes approach to managing compensation claims.
- 1.2. This policy applies to all tenants, leaseholders and shared owners of the Alliance Homes Group, users of Alliance Homes community facilities and any individual or group impacted by the services the Alliance Homes provides.
- 1.3. This policy should be read in conjunction with our Customer Complaints Policy which sets out our approach to managing complaints.

2. Policy detail

- 2.1 Alliance Homes is committed to providing excellent services to all customers. However, we recognise that we may not always get this right and there may be times when we fail to deliver the high level of service that we strive for, and in turn this may lead to customer dissatisfaction with our services. In these instances, we aim to put things right.
- 2.2 If our customers suffer loss, distress or inconvenience as a result of this, we will consider whether compensation should be awarded.
- 2.3 It is not always appropriate to award compensation in every case, and we will aim to provide solutions that will return customers back to their pre complaint position. Each claim for compensation will be considered on its own merits and circumstances.
- 2.4 This policy does not cover claims for personal injury, damage or other loss that requires referral to Alliance Homes insurance company and/or the Tenants Home Contents Insurance Policy
- 2.5 Alliance Homes seeks to provide an excellent and reliable service to all its customers, and we would always seek to resolve any issues before the need for a compensation payment arises. However, if services fail or fall below our published standards, then as part of resolving any complaint we will consider a compensation payment depending on the circumstances and any material loss which has been experienced as a result of it.
- 2.6 The aims of this policy are to ensure that:

We set out the circumstances under which compensation can be paid and/or a goodwill gesture may be made.

We ensure payments are accurately assessed, monitored to ensure our consistency in our offer for customers.

We recognise that compensation claims need to be considered on the merits and circumstances of individual cases.

Compensation payments are made when a person has experienced a delay or has incurred additional costs because of a service failure on our part which includes failing to carry out a service within our published guidelines. For example:

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Failure to carry out repairs, leading to the inability to use part of a property.

Failure to meet agreed standards of service.

Poor handling of a complaint through our complaints process

Failure to provide a service that has been charged for

2.7 Where it is considered that financial redress is the only viable option the following guidance will be used to support the decision of the Customer Complaints Team upon the suitable level of compensation.

Degree of Alliance Homes Responsibility	No Impact	Low Impact	Medium Impact	Major Impact
None	£0	£0	£0	£0
Partial	£0	£50	£100	£250
Full	£0	£100	£500	£1000

Low Impact: Where the complainant has just cause but has suffered minimal or no inconvenience or distress. The circumstances are such that although the manager accepts the service has not achieved the expected standard, the impact is no greater than a reasonably tolerant person could be expected to accept, and the compensation constitutes a token acknowledgement of the failure to perform.

Medium Impact: Where the service has markedly failed to meet the required standards and there is evidence of a moderate degree of inconvenience or distress, or a repeated failure of the organisation to address a shortcoming, even of a low impact event.

Major Impact: These relate to a serious failure in service standards. It could either be the severity of the event to a persistent failure over a protracted time or an unacceptable number of attempts to resolve and address fully the complaint. The complainant will have suffered a considerable degree of inconvenience or distress as a result. Major impact could also apply where, actions (or inactions) resulted in a customer reasonably believing that something would, or would not, happen or if the complainant has unreasonably incurred expenses that are directly related to the compensation.

When assessing the impact of distress and inconvenience Alliance homes will consider:

- The severity of the situation.
- The length of time involved.
- Any disabilities or particular vulnerabilities of the resident.
- Any other relevant factors.

2.8 We will always look to take practical action as a first step to resolve matters which have led to service failure and will then consider financial compensation if there is no suitable appropriate action open to us.

2.9 We may make a goodwill gesture where appropriate in some circumstances to accompany an apology. This may include shopping vouchers, flowers, or replacement of goods.

2.10 If a customer is in rent arrears or has other debts owed to Alliance Homes, any compensation awarded may be credited to the customer's relevant account. The exception to this is if the

compensation is awarded due to damage to property or belongings caused Alliance Homes. In such cases payment will be made in full to the customer.

3. When we will not consider compensation

3.1 We will not make compensation payments in certain circumstances. For example:

Where the fault is caused by a third party or is something, we are not responsible for.

Where it is reasonable for the customer to make a claim on home contents insurance.

Any personal injury claims.

Where the incident was caused due to negligence by the customer or the customer's failure to comply with the terms of their tenancy or lease. For example, not providing access to contractors to complete work required.

Circumstances beyond our control, for example storm damage or flooding from extreme weather.

Where there is, or has been, a payment ordered by a court in respect of the same issue.

Where work is required at a property and full communication of an action plan has been provided in advance and we have kept to this plan.

Certain repair work may damage a customer's wall decoration. We will always attempt to make good and ensure the customer's home is left in an acceptable condition but if we are unable to exactly match existing decoration, we would not offer additional compensation.

3.2 We do not normally compensate customers for loss of earnings unless it can be clearly evidenced that our actions resulted in such a loss, all cases will be looked at on an individual basis.

3.3 We do not reimburse customers if they decide to employ a repair contractor or advocate to assist them without getting our prior written permission.

3.4 Our decant procedure provides full details on the decant and disturbance compensation available to customers and will also cover the specified expenses incurred that can be reimbursed.

3.5 Where a customer is taking legal action against Alliance Homes, which involves a compensation claim the case will be managed by our Customer Feedback Manager and may not be considered under this policy.

3.6 Where we receive a compensation claim against a third party, such as a contractor working on our behalf, we will actively enforce any contractual provisions.

3.7 Customers renting a home from us are expected to take out adequate home contents insurance for their furniture, decoration, and personal possessions to insure them against accidental damage, loss, fire, or water damage etc. This policy is not intended to replace or compensate for a customer's lack of home contents insurance.

4 How to make a compensation claim

4.1 Customers can make a compensation claim in a number of ways, for example:

By contacting us by telephone or visiting our offices

In writing by letter, email, social media platforms

Through our live chat function or via Connect our customer portal

- 4.2 Claims should be made no later than 6 months after the damage or loss has been incurred.
- 4.3 All claims will be managed through our customer complaints process. They will be assessed within 10 working days of receipt unless further actions are required to take place before compensation can be considered. If this is the case any extensions to timescales will be agreed with the customer.
- 4.4 Only in exceptional circumstances, supported by appropriate evidence regarding any delay in making the claim, will we consider a claim after the 6-month period, and this will be assessed on a case-by-case basis.

5 How we assess compensation claims

- 5.1 In assessing a claim for compensation, the following factors will be considered:

All claims for compensation will be fully investigated by the Customer Complaints Advisor and reviewed by our Customer Feedback Manager.

Any payment is then approved by the Customer Experience Manager as the budget holder.

Any payment over £5000 must be approved by the Service Director (Customer Operations)

- 5.2 When making decisions around compensation this process will follow the principles set out in our customer complaints policy and will be based upon the facts presented. We will also consider the following:

The length of the time we took to resolve the matter and the level of inconvenience suffered by the customer.

Other resolutions offered and provided, outside of financial compensation, for example repairs work already completed, replacement of items or additional works undertaken.

An assessment of whether the loss or inconvenience could be resolved by any other resolution with the customer.

Consideration of the household circumstances including age or disability, where we are aware of these issues.

Recognition of any failure to follow policies and procedures

6 Resolution

- 6.1 Offers of compensation will usually be made only once all remedial actions or repairs have been completed. This enables us to understand fully the impact on the customer and ensure this is reflected in our calculations.
- 6.2 In accepting a compensation payment, the customer is acknowledging that the matter is resolved, and no further claims can be made in relation to this matter.
- 6.3 If a customer is dissatisfied with the level of compensation offered, they can escalate the matter through our complaints process as outlined in our customer complaints policy and can also take their complaint to the Housing Ombudsman. Details available at www.housing-ombudsman.org.uk

7 Monitoring, consultation, and review

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- 7.1 We monitor our performance in delivering the objectives of this policy by reporting to our leadership teams a range of measures including:
 - Number of claims made and settled.
 - Amount of compensation paid.
 - Number of claims made but not agreed.
 - Area of service delivery that led to claim being made.
- 7.2 The Customer Experience Manager is responsible for the implementation and review of this policy.
- 7.3 Customers will also be contacted after their case has been resolved to see how satisfied they were with the customer experience. Customers can then give permission to be recontacted by Alliance Homes to discuss this further. Any learning outcomes from this process will be adopted and the customer informed.
- 7.4 In line with our Customer Engagement Framework, customers, colleagues, and service users may be involved in monitoring our performance and giving feedback on this policy, leading to amendments in order to reflect their needs and priorities.
- 7.5 This policy will be reviews within 2 years of its approval date.
- 7.6 This policy will be signed off by the [Strategic Leadership Team / Board]
- 7.7 This policy will be published externally on the Alliance Homes website.

8 Equality and diversity

- 8.1 This policy is subject to a periodic Equality Impact Assessment (EIA).
- 8.2 The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Single Equality Scheme. Remedial action will be undertaken if a detrimental effect is identified.
- 8.3 The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.
- 8.4 This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

9 Associated documents

- 9.1 Customer Complaints Policy
 - Decant Procedure
 - Repairs, Maintenance and Improvements Policy
 - Chargeable Costs Policy
 - Tenancy Agreement

10 Version control and approval dates

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Approval stage	Date completed
Equality Impact Assessment completed	12.12.2024
EIA reviewed by Equality & Diversity Manager	
SLT review / approval	
Committee review	
Board approval	
Next review date	

11 Appendices

- 11.1 Appendix 1 – Equality Impact Assessment (Always include a copy of the EIA as an appendix).
- 11.2 Any detailed information (i.e. lettings criteria, rechargeable works lists, etc.) to be added as appendices, only where appropriate.

Appendix 1: Equality Impact Assessment

An Equalities Impact Assessment must be conducted alongside the review of an existing policy or the creation of a new one.

GUIDANCE ON COMPLETING AN EQUALITY IMPACT ASSESSMENT IS AVAILABLE [HERE](#)

1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author.

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2. Aims of the SPPF being addresses.

- *Whose need is it designed to meet?*
- *Are there any measurable elements such as time limits or age limits?*

Outlines our approach to managing customer compensation

3. Who has been consulted in developing the SPPF?

- *Make reference or links to consultation/evidence documents.*

Service director (Customer Operations)
Customer Experience Manager
Customer Feedback Manager

4. Does the SPPF promote equality of opportunity?

The policy promotes equality of opportunity across the protected characteristics as follows:
Our tailored approach to customers.
Access to submit a claim for compensation through ACT or any other channels such as social media channels, email, telephone, live chat or Connect.
Consideration of the household circumstances including age or disability, where we are aware of these issues.

5. Identify potential impact on each of the diversity “groups” by considering the following questions:

(The list is not exhaustive but an indication of the sort of questions assessors should think about):

- *Might some groups find it harder to access the service?*
- *Do some groups have particular needs that are not well met by the current SPPF?*
- *What evidence do you have for your judgement (e.g. monitoring data, information from consultation/research/feedback)?*
- *Have staff/residents raised concerns/complaints?*
- *Is there local or national research to suggest there could be a problem?*

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Protected Characteristic	No Impact	Negative Impact	Positive Impact	Information source/s*	Comments/Evidence
Race			x		<p>Information can be provided in several different formats and languages. We can use Language line for customers and use google translate for emails and text messaging.</p> <p>We will use data we have available to us through customer census forms and will ensure that we target any campaigns appropriately.</p>
Disability			x		<p>Reasonable adjustment can be made for customers. Office space can meet customers and is accessible. We ensure that we provide wrap around services for customers, particularly those with the highest level of need. We may identify these issues with the customer whilst working with them regarding their complaint or compensation claim.</p> <p>We provide support services, financial inclusion services and work in partnership with key partners such as NSC, DWP and CAB to support customers.</p>
Gender	x				No Evidence
Transgender	x				No Evidence

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Protected Characteristic	No Impact	Negative Impact	Positive Impact	Information source/s*	Comments/Evidence
Sexual Orientation	x				No Evidence
Religion or Belief			x		Data captured through customer census information allows us to ensure that we respond to a customer practice of religion or belief in a respectful way and being mindful or practices. Data ensures that we target campaigns appropriately.
Age	x				No Evidence
Marriage and Civil Partnership			x		All communications to joint tenants are sent separately to ensure consistency in access to information.
Pregnancy and Maternity	x				No Evidence
Rural Issues			x		A significant number of our homes are in rural communities. We ensure that we are accessible by several means.
Social Mobility	x				No evidence

*Possible information sources for assessing impact or understanding issues related to target group, such as:

- Demographic data, studies of deprivation, statistics on health etc
- Results of consultations, results of equality monitoring data, complaints, customer feedback
- Information collected from partner agencies and groups, support groups, professional expertise, 'peer review', project leads/teams, inspection reports etc.

Was there a negative impact identified in question 5? If yes go to question 6. If not go to question 7.

6. If "negative impact" identified in table (4) above, is it?

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Legal	YES	NO
What is the level of impact?	HIGH	LOW

If it is not legal and/or high impact (i.e. If you have highlighted NO to legal and HIGH to impact) **then the document should be referred to Head of HR)**

7. If positive impact has been identified in table (4) above, how can it be improved upon or maximised, either in this SPPF or others?

The life through a lens project will enable us to have a better understanding of customers needs and requirements when communicating with Alliance Homes.

We will continue to monitor the data available to us and ensure that we learn from case outcomes and make necessary changes to service design and delivery to continuously improve and meet customer needs.

8. Full EIA (or if you decide full EIA is not necessary but some changes should be considered)

- *Are there changes you could introduce which would make this SPPF work better for this groups of people?*
- *Is further research or consultation required?*

	NO
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9. Does this proposal have any human rights implications?

If yes, please describe (If necessary, please refer to the Alliance Homes Human Rights Policy)

This policy meets the requirements of Article 14, Prohibition of discrimination, ensuring that all customers have equal access to service delivery, regardless of a protected characteristic.

It also meets the requirement of Article 8, respect for family life and home, by ensuring that we provide a tailored, fair, and consistent approach out customers.