

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 Feedback Policy which sets out our approach to managing complaints

2. POLICY DETAIL

- 2.1 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.
- 2.2 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 properly 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
- 2.3 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:
 - 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

- 2.4 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.
- 2.5 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.
- 2.6 If a customer is in rent arrears or has other debts owed to Alliance Homes, any compensation awarded will 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.
- 3.1 Certain repair work may damage a customer's wall decoration. We will always attempt 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 it is clear that our action 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 compensation claim the case will be managed by our Customer Feedback Manager and may not 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 resident'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 office
 - In writing by letter, email, or social media platforms
 - Through our live chat function
- 4.2 Claims should be made no later than 12 months after the damage or loss has been incurred.
- 4.3 All claims will be managed through your customer feedback 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 six-month period and will be assessed on a case-by-case basis at our discretion.

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 relevant service manager and reviewed by our customer feedback manager.
- Any payment is then approved by the budget holder.
- Any payment of over £1000 must be approved by the Head of Customer Experience (Housing Services).

5.2 When making decisions around compensation this process will follow the principles set out in our customer feedback 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.
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- 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. This is always confirmed in writing.
- 6.3 If the customer is dissatisfied with the level of compensation offered, they can escalate the matter through our complaint process as outlined in our customer feedback policy and having been through the process can take their complaint to the Housing Ombudsman. Details available at www.housing-ombudsman.org.uk

7 Monitoring, review and consultation

- 7.1 Management performance metrics are collated and reported on a Quarterly basis. They include:
- 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 Customers will also be contacted after their case and been resolved to see how satisfied they were with the customer experience. Customer can then give permission to be re contacted by Alliance Homes to discuss this experience further. Any learning outcomes from this process will be adopted and the customer informed.
- 7.3 In line with our Customer Engagement Framework, tenants, leaseholders, other customers and stakeholders will be included in:
- monitoring our performance
 - reviewing this policy, in order to reflect their needs and priorities

7.4 The Tenancy Sustainability Manager will be responsible for the implementation and revision of the policy.

7.5 This policy will be reviewed for approved by SLT within 2 years of its approval date.

8 EQUALITY AND DIVERSITY

8.1 This policy is subject to a periodic Equality Impact Assessment.

8.2 The purpose of such an assessment is to consider the effect of the policy with regard to 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 This policy and any other related publications of Alliance Homes can be provided in other formats for those with visual, literacy or language difficulties.

9 ASSOCIATED DOCUMENTS

9.1 Reference should also be made to the following documents:

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

10 APPROVAL

Approval stage	Date completed
Approval	21.03.2022
Equality Impact Assessment completed	12.2.2022