

	Title	NCHA Compensation Policy		
	Reference	Corporate Policy	Owner	Assistant Director of H&W
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Index

Policy Statement	2
1. Purpose and scope.....	3
2. Responsibilities and risk	3
3. Policy details and guidance	3
4. Supporting documentation and key legislation	8
4.1 Procedure	8
4.2 Guidance	8
4.3 Legislation and regulation	8
4.4 Related policies	8
5. Monitoring and reporting.....	8
6. Definitions.....	9
7. Equality and diversity	9
8. Appendices	9
9. Policy approval.....	9

Policy Statement

NCHA is committed to providing high quality services to all our customers. However we also recognise that there are times our service fails to meet our high standards and where this happens, we aim to put things right. This may include apologising to the customer, rectifying the issue and when required, making an offer of financial compensation.

As part of our commitment, we have developed policies, procedures and training to assist colleagues dealing with customer compensation enquiries. Customers can be assured of a consistent and transparent approach to awarding compensation, offering reimbursements and making goodwill gestures to customers for the following:

- As a result of an upheld complaint(s)
- Service failure(s)
- Right to repair
- Home loss payments
- Disturbance caused by decants
- Home improvements at end of tenancy
- Discretionary payments

This policy details issues that are not covered by compensation and we advise all customers to take out home contents insurance to cover losses in these circumstances.

We will consider compensation claims on an individual basis in a fair and consistent way taking supporting evidence and where applicable, the impact, distress and inconvenience to the customer into account.

1. Purpose and scope

- 1.1 This policy sets out NCHAs commitment to ensuring customers in all NCHA tenure types receive a consistent and transparent service to awarding compensation, offering reimbursements and making goodwill gestures that is in line with our corporate values, regulatory requirements and service standards.
- 1.2 The following are not within the scope of this policy:
- Personal injury or damage to possessions where NCHA are alleged to be liable. A claim of this nature will be investigated by our Insurers
 - Loss of a service or facility has been caused by customer negligence, for example, failing to report a repair or refusing access for a repair to be carried out
 - Accidental damage to property, where NCHA are not alleged to be liable, with the damage usually covered by home contents insurance
 - Compensation for loss of earnings due to service failure. This would be covered as part of any goodwill payment in recognition of the time and trouble taken by the customer
 - Non-completion of a repair because of additional works or materials required
 - Refunds made directly through service charges
- 1.3 NCHA will not pay compensation for claims that occurred more than six months prior to the matter being reported to NCHA unless there are mitigating circumstances and/or a statutory obligation.

2. Responsibilities and risk

All colleagues responsible for investigating complaints.

All operational managers and heads of service with delegated authority to issue payments that are within the scope of this policy.

All senior leaders for the review of compensation or other payments, within the scope of this policy that have been issued

Customer Satisfaction Manager for preparation of performance management information and reporting requirements.

Assistant Director of Homes and Wellbeing for ownership of the policy

Failure to comply with this policy and the regulatory requirements contained within it could result in a financial penalty, regulatory downgrade, reputational damage, issue of a Complaint Handling Failure Order and requirement to implement remedies within given timescales.

3. Policy details and guidance

- 3.1 Where NCHA knows that compensation is appropriate and we have this information available (eg missed appointments), we will proactively award this to the customer. Where this is not known or we require the customer to submit information to make a claim, we have set out how to do this in section 4.1.
- 3.2 This section outlines the different types of payment that can be made, under what circumstances, amounts and the responsible colleague(s) for approving any payment.

3.2.1 As a result of an upheld complaint(s)

At both stage 1 and stage 2 of the complaint we may offer at our discretion, compensation where the complaint is partially or fully upheld. We will consider the following factors when offering compensation:

- The severity of any service failure or omission and the level of detriment caused as a result
- The length of time that a situation has been ongoing
- The frequency with which something has occurred
- The number of different failures
- The cumulative impact on the customer **and any distress and/or inconvenience (see 3.3.2 below)**
- The customer's particular circumstances or vulnerabilities

We will manage the expectations of the customer and will not make promises we cannot deliver or which would cause unfairness to other customers.

With each complaint we will consider whether an offer of compensation should be offset against rent arrears. There are instances when this will not be appropriate, for example when we are legally obliged to make a payment, where our service failure resulted in the arrears, or where the customer has incurred additional 'out of pocket' expenses as a direct result of our service failure. The colleague responsible for a compensation claim will discuss with the relevant Your Money Matters Coordinator whether offsetting against arrears is appropriate.

Gifts such as flowers or what is deemed appropriate in the circumstances can be considered alongside or instead of monetary compensation.

3.2.2 Service failure(s)

Service failure is where the service delivered does not meet the standards we have outlined and/or published in our service standards. The relevant service standard(s) and procedure will be followed when considering these payments.

Service failure(s)	Amount	Approver
Missed appointment – initial payment Applies when any appointment is cancelled on the day of the appointment, is missed or is late to arrive at the allotted time	£10	Customer Experience Team Leader
Second Missed appointment Applies when a second appointment has been agreed and not attended	£10 + £2 per day until attended	
Failure to complete a repair Applies when a repair is not completed within published timescales	£10 (one off payment)	

3.2.3 Right to repair

We will pay fixed amounts for failure to service standards for repairs that threaten the health, safety or security of our customers. The costs cover failed timescales, costs for running additional items such as de-humidifiers, costs for the loss of heat & water, and lift failure. Costs for the damage to customers' items can also be considered.

The relevant procedure and statutory obligations will be followed when considering these payments.

Right to repair	Amount	Approver
Per day delay (including loss of utilities)	£2	Property Services Manager(s)
De humidifier running costs per day	£2	
Loss of heating and hot water (with no alternatives) – in line with seasonal service standards	£2 per day both £1 per day one	
Quantifiable loss/damage to items* *applies when customer can produce receipt	Based on 2 nd hand value of items	
Lift failure (only lift) – all affected customers eligible – includes through floor and stair lifts	£5 per week - no disability £10 per week - disability	Compliance Contracts Manager
Planned maintenance upgrades - decoration vouchers	Based on square meter of affected room	Head of Planned Investment and Relets

3.2.4 Home loss payments

To cover the statutory amount NCHA have to pay alongside removal costs where customers are required to move from their home permanently due to demolition, sale or major works. The relevant procedure and statutory obligations will be followed when considering these payments.

Home loss payments	Amount	Approver
Removal costs Removal and/or storage expenses from and back to the property using appropriate contractors	Maximum £1,500	Your Community Manager
Statutory cost - tenants	Minimum £7,800	
Shared owners/leaseholders When displaced on a permanent basis	10% market value Min £7,800 to max £78,000	Home Ownership Manager

3.2.5 Disturbance caused by decants

To cover reasonable expenses when we require our customers to move out of their home in order for major works to take place. A disturbance payment may be made in addition to a Home Loss payment. The costs will cover temporary accommodation, food, storage, disconnection/reconnection of appliances, quantifiable loss or damage to personal items where NCHA are liable, the loss of use of rooms. Payments for disturbance do not include planned works. NCHA's decant and disturbance policy will be followed when considering these payments.

Disturbance (decants)	Amount	Approver
Hotel costs Facilitated by NCHA in line with Decant Procedure Seasonal, location and special requirements to be factored in	Up to £120 per day	Your Community Manager
Food costs Customers must provide expense receipts	£20 per adult per day £7.50 per child (under 2 years) per day	
Travel costs Customers provide expense receipts	HMRC mileage rate	
Storage costs Customers provide expense receipts	Discretionary	
Additional discretionary costs Eg disconnection and reconnection of appliances, mail redirection	Discretionary	

Loss of earnings (each removal day) Confirmation must be provided in writing from the employer that there was financial loss. If the person is self-employed, the loss of earnings payment will be capped at £100 per day	Max £100 for self-employed or amount confirmed by employer	
Loss of a room Customers will only be eligible for compensation if they are without the use of the room for more than 5 working days	£15 per week per room	
Carpets/Flooring Allowance of £75 per carpet towards the cost of a replacement carpet. Where laminate/wooden floor, £75 may be negotiated only if permission for this flooring was granted	£75 contribution	
Replacement Windows/Blinds Where replacement windows have been installed which alter the dimensions so that existing window coverings do not fit	£20 per window	
Quantifiable loss/damage to items 3 quotes must be provided by the customer	Based on 2 nd hand value of items	
Damage to interior décor Where contractors have no alternative but to spoil the decorations when undertaking a repair	Max £375	

3.2.6 Home improvements at the end of a tenancy

Where customers have made improvements to their home at their own expense (with written permission from NCHA), they may be able to claim reimbursement when they move out. Eligible home improvements can include a kitchen replacement, a bathroom suite replacement, fitting of floor covering, a new car parking area/hardstanding, installation of sheds, conservatories and external structures. The relevant procedure and statutory obligations will be followed when considering these payments.

Home improvements at end of tenancy	Amount	Approver
Kitchen and/or bathroom suite replacement	Subject to technical inspection and depreciated value	Head of Planned Investment and Relets
Shower installation		
Loft, cavity wall and tank insulation		
External window replacements, double/secondary glazing		
Installation of satellite/cable television equipment		
Installation of intruder alarms or CCTV		
Fitting of floor covering		
Car parking/hard standing		
Installation of sheds, conservatories and external structures		
Garden improvements (decking, slabs)		

3.3 Discretionary payments

3.3.1 Discretionary payments are considered on a case by case basis unless it is:

- A request for decoration vouchers where damage has been caused by a repair. In these instances NCHA must make good the decoration as part of the repair
- The fault of a third party such as a utility company but not including our contractors
- Beyond our control eg severe weather or where we have advised customers in advance that a service will not be available
- Insurance claims relating to financial loss, damage to third party property or personal injury which will be dealt with in accordance with our insurance procedures
- Subject to tribunal or legal proceedings

- Where the loss is due to negligence by a customer, their family or visitors
- Where the customer has denied access to effect a repair
- Where the customer has unreasonably prevented a resolution
- For goods stored inappropriately, for example in a loft, garage, carport or shed

3.3.2 For any discretionary payment, the impact on the customer will be considered in line with the Housing Ombudsman Guidance on Remedies issued in September 2022 as follows:

Impact Level	Impact Details and Circumstances	Amount	Approver
MINIMAL	<p>Service failure resulting in minimal impact of short duration on the customer and may not have significantly affected the overall outcome. Impact experienced by the customer could include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.</p> <ul style="list-style-type: none"> • There was minor failure by NCHA in the service provided and it did not appropriately acknowledge these and/or fully put them right. • We may have made an offer of action/compensation but it does not quite reflect the detriment to the customer and/or is not quite proportionate to the failings identified by our investigation. 	£50 - £100	Budget holder
ADVERSE	<p>Service failure resulting in no permanent impact on the customer that had an adverse effect.</p> <ul style="list-style-type: none"> • NCHA has failed to acknowledge its failings and/or has made no attempt to put things right. Or • We have acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the customer and/or the offer was not proportionate to the failings identified by our investigation. 	£100 - £600	Budget holder
SIGNIFICANT	<p>Service failure resulting in significant (including physical and/or emotional) impact on the customer that had a substantial effect.</p> <ul style="list-style-type: none"> • The circumstances for maladministration and redress needed to put things right is substantial. Or • The circumstances for severe maladministration apply but the redress needed to put things right is at the lower end of that scale 	£600 - £1000	Budget holder
SEVERE	<p>Service failure resulting in a severe long term impact on the customer that was seriously detrimental.</p> <ul style="list-style-type: none"> • There have been serious failings by NCHA. • There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the customer. • Our response to the failures (if any) exacerbated the situation and further undermined the landlord/customer relationship. • We repeatedly failed to provide the same service which had a seriously detrimental impact on the customer; demonstrating a failure to provide a service, put things right and learn from outcomes. • The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may be sufficient). 	£1000 or above	Budget holder

3.4 **Right of Appeal**

3.4.1 All customers have the right to appeal should they be unhappy with the compensation offered. If compensation is offered and the customer remains dissatisfied then NCHA's Complaints Procedure should be followed.

3.5 **Training**

Colleagues will receive training appropriate to their role to ensure compensation and other payments are made in line with this policy and all other supporting policies.

4. **Supporting documentation and key legislation**

4.1 **Procedure**

NCHA is in the process of designing a form that will allow customers to better access redress in the form of compensation. It is intended that the form will be published on www.ncha.org.uk which will allow customers to submit a request in accordance with this policy and for colleagues on behalf of customers. This will be implemented during 2023.

In the interim, customers are asked to submit a request to info@ncha.org.uk at which point a Customer Experience Agent will review the claim and submit this request to the responsible budget holder for review and action. The customer must include the following information:

- Full name
- Email address
- Reason for request
- Claim amount
- Any supporting information

4.2 **Guidance**

[Housing Ombudsman Guidance on Remedies](#)

4.3 **Legislation and regulation**

[Regulator of Social Housing, Consumer Standards: Tenant Involvement and Empowerment Standard](#)

[The Local Authority Social Services and National Health Service Complaints \(England\) Regulations 2009](#)

[Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2014: Regulation 16](#)

[Social Housing White Paper – Social Charter for Social Housing Residents](#)

[The Housing Ombudsman's Complaint Handling Code](#)

[Accessible Information Standard \(health and social care providers\)](#)

4.4 **Related policies**

NCHA Complaints Policy

NCHA Disturbance Policy

NCHA Financial Regulations

5. **Monitoring and reporting**

5.1 NCHA Board receive an annual complaints and compensation report.

- 5.2 Payments made as a result of upheld complaints are included within the Quality Compliance audit programme.
- 5.3 Payments made as a result of upheld complaints are included within the quarterly reports to the Senior Leadership Team and Customer Committee.
- 5.4 Where NCHA compensates a customer for an issue for which our contracting partners are responsible, NCHA may seek to reclaim the compensation paid from the relevant partner in line with contract terms.

6. Definitions

Statutory obligations - are those obligations that do not arise out of a contract (tenancy agreement), but are imposed by law.

Discretionary payments - are those which are made in line with this policy but do not arise out of contract (tenancy agreement) and are not imposed by law.

Decant - moving people in or out of existing premises and into alternative premises.

7. Equality and diversity

This policy has been written in line with NCHA's Equality, Diversity and Inclusion Policy and Equality Statement. An Equality Impact Assessment has been completed.

8. Appendices

None

9. Policy approval

This policy has been approved prior to issue by NCHAs Board and consulted on with the Virtual Policy Group and Customer Committee