



Compensation Policy

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1. Our policy...

- 1.1 At Ongo we are committed to providing the highest possible standards of service to our customers. However, we do acknowledge that sometimes these standards are not met and customers may be inconvenienced or suffer a financial loss as a result.
- 1.2 We will always investigate incidents where deemed applicable and offer appropriate compensation at the earliest stage. This reflects our commitment to getting things right first time and learning from complaints.
- 1.3 This policy should be read together with our Complaints & Feedback Policy, which details how we will deal with complaints when our customers feel they have experienced a service failure.

2. It applies to...

- 2.1 This policy applies to all areas of the Ongo Partnership and our customers.
- 2.2 We will not consider the following under this policy:
 - Claims for personal injury
 - Claims that are covered under our liability insurance
 - Claims of over £5,000 that would always be dealt with by our insurers
 - Service charge refunds

3. Making a claim for compensation...

- 3.1 We will only accept claims for compensation that have been made by completing our Compensation Claim Form that can be sent to customers through the post or via e-mail to complete and return to us.
- 3.2 Unless there are exceptional circumstances (e.g. the customer has been in hospital), all claims must be made within:
 - 14 days of an Ongo Homes (OH) tenancy ending if claiming for Qualifying Improvements
 - The statutory limitation of six-years for Home Loss Compensation
 - 28 days of the date to which the claim relates for all other events.
- 3.3 If compensation is going to be paid as part of an ongoing stage 1 or stage 2 complaint then the timescales detailed above may be waived.

- 3.4 We will not pay compensation if we are unable to achieve our standards due to circumstances beyond our control. For example:
- Adverse/exceptional weather conditions;
 - Accidental damage where we have not done anything to cause the damage – i.e. burst pipes, blocked drains or events that could not have been predicted and/or were not reported;
 - Loss or damage to any of our properties caused by customers, visitors or adjacent occupiers or criminal acts caused by third parties (i.e. not our employees or people working on behalf of Ongo;
 - Where a customer prevents or delays us from delivering a service, or contributes in some other way to the service failure.
- 3.5 We will discuss with the Financial Planning Manager any compensation claims that could result in a personal injury claim also being made so as to progress the claim in the most appropriate way.
- 3.6 We will acknowledge all claims for compensation within 2 working days.
- 3.7 We will investigate and respond to all claims for compensation within 28 days of receipt of the claim form. However, if further information is required from the customer or another party then it may take longer.
- 3.8 We will provide support to customers who have differing communication needs to allow them to make their claim in a way best suited to their needs.
- 3.9 Compensation will be calculated based on the circumstances of each case. The amount of compensation awarded in any case will always be appropriate and proportionate.
- 3.10 Compensation payable by us will always offset any rent arrears or other debts owed to us with any remaining sum being made payable to the customer.
- 3.11 We will determine in each individual case that a valid claim has been made and that compensation is appropriate. We will require supporting evidence from the customer – i.e. receipts or access to inspect damage. In cases of fraudulent claims for compensation, legal action will be considered.
- 3.12 **Loss or damage to personal property or internal decorations...**

3.12.1 This policy is not intended to replace or compensate for a customer's lack of home contents insurance and our customers are encouraged to take out such policies independently.

3.12.2 We may consider making a payment to customers if loss or damage occurs due to an act or omission by us or one of our partners. Where the decoration of a customer's home has been damaged due to our negligence then we may:

- Supply decoration vouchers or a paint pack;
- Ask the customer to obtain a quote for re-decoration; or
- Agree to carry out the remedial works in exceptional circumstances.

3.12.3 Where a claim is against an external contractor or Regeneration partner, we will pass on details of the claim to the contractor or partner and monitor the progress of the claim.

3.13 We may pay compensation to our customers if we fail to keep a pre-arranged appointment and a financial loss is suffered as a result.

3.14 We may make a compensatory payment where a complaint has been upheld and we believe our actions or inactions have caused distress, inconvenience or loss to the complainant.

3.15 We may also offer compensation to someone who has suffered distress, inconvenience or loss arising from events or circumstances not covered elsewhere in this policy.

3.16 We may compensate individuals where they have been called as a court witness by us and the case is either withdrawn or the individual is no longer required. This could include compensating any time lost at work or childcare costs incurred.

3.17 We will give customers the right to appeal any decision taken by us in relation to a claim for compensation in our response to any claims received. To be considered, appeals must be received by us no more than 14 days from the date of the letter sent confirming the decision made by Ongo.

3.18 We will appoint a Senior Officer to deal with any appeals against decisions for compensation.

4. Compensation specific to Ongo Homes...

4.1 If something goes wrong in your home as a result of work we have or, in some cases, have not done and you transferred to us from the Local Authority, you may be eligible to claim compensation under the Right to Repair Scheme. The Head of Maintenance will investigate all claims received under this scheme (see Appendix 1 for further information about the scheme).

4.2 We have certain obligations as a Registered Social Landlord to provide statutory compensation under:

- The Right to Compensation for Improvements Scheme
- The Home Loss and Disturbance Payments Scheme

4.3 **Compensation for Qualifying Improvements...**

4.3.1 The right to Compensation for Improvements applies to tenants at the end of their tenancy with OH. It **does not** apply to leaseholders or tenants with Starter or Fixed Term Tenancies.

4.3.2 To qualify for Right to Compensation for Improvements, tenants of OH must satisfy the following criteria:

- Permission has been granted for the improvements by OH (or North Lincolnshire Council before 26 February 2007). *If permission was not given prior to the improvement taking place then it can be applied for at the time of the claim for compensation. However, if OH decides to refuse permission then the customer would not be eligible to claim for compensation.*
- The improvements were made **after** April 1994
- The claim is made within 14 days of the tenancy ending
- The tenant has not exercised their Right to Acquire or Right to Buy their property
- There is no outstanding order for possession

4.3.3 Compensation for improvements will be paid on a sliding scale, based on the life-expectancy up to a statutory maximum of £3,000. No compensation will be paid if the amount is less than £50.

4.3.4 Appendix One shows details of designated improvements qualifying for compensation (subject to certain exemptions) and how compensation is calculated.

4.3.5 The Regeneration Team will deal with all claims for compensation for qualifying improvements.

4.4 **Home Loss & Disturbance Payments...**

4.4.1 The Decant Policy explains how OH will manage and compensate tenants through Home Loss and Disturbance Payments and discretionary awards when it is not possible for them to remain in their home whilst building works are being carried out.

4.5 Loss of facilities or amenities...

- 4.5.1 In circumstances where a customer is unable to use some parts of their property or loses the use of amenities for reasons for which we are responsible, compensation may be payable. Compensation will only be paid when the loss is as a result of negligent action by us or as a result of failure to deliver our maintenance obligations as an RSL.
- 4.5.2 We will not pay compensation for loss of facilities or amenities in the case of planned works or routine maintenance agreed with our tenants unless the work takes longer than promised. Compensation in this instance will only be payable between the target date for completion and the date the work is finished.
- 4.5.3 Where we are responsible for the loss of heating and/or hot water and the loss has been for more than 5 days, compensation will be paid.

5. Appeals made by our Tenants...

- 5.1 If tenants are still dissatisfied following an appeal decision then a 'Designated Person' should refer the complaint to the Housing Ombudsman; these being MP's, District Councillors or Tenant Panels. Customers would be required to wait 8 weeks following the final decision by OH before they would be able to submit a direct complaint to the Housing Ombudsman themselves.
- 5.2 If **OH** tenants feel the amount of compensation offered in the case of Home Loss and Disturbance Payments for Decants is not sufficient then they have the Right to Appeal under the Land Compensation Act 1973. OH customers would be encouraged to use our appeals procedure but will be advised that the next step would be to contact the Lands Tribunal.

6. Making sure we do what we say...

- 6.1 The Head of Customer & Support Services is responsible for the development and implementation of this policy.
- 6.2 Our customer facing staff and those involved in compensation claim investigations will receive full compensation training with additional refresher training where necessary.
- 6.3 We will monitor performance broken down by service area/company in line with the group Complaints KPIs.

6.4 Periodic reports to EMT will contain information on the levels of, and reasons for, compensation payments to assist in evaluating the effectiveness of this policy.

7. Other things to bear in mind...

7.1 This policy also links to our:

- Ongo Group Compensation Procedures
- Complaints & Feedback Policy
- Decant Policy
- Maintenance Policy

7.2 The main pieces of legislation and regulation relevant to this policy include:

- Land Compensation Act 1973 as amended by the Planning Act 1991
- Home Loss Payments (Prescribed amounts) England Regulations 2008

8. We'll look at this again...

8.1 This policy will be reviewed every three years, sooner if regulation or legislation changes necessitate an earlier review.

9. What we mean...

Reference	Definition
Customer	Anyone who receives a service from us – this could be a tenant, resident, ex-tenant or applicant for housing.
Compensation	A payment made to make amends for loss or service failure. Compensation does not have to be of a financial nature. It can also be made by way of an apology or a gesture of goodwill.
Discretionary payment	A form of compensation that we are not legally bound to pay. We are able to apply our own judgement when deciding whether or not to pay compensation and at what rate. It will be made on the basis that we do not accept any legal responsibility but is making the offer as a gesture of goodwill.
Distress	Includes embarrassment, anxiety, stress, disappointment and loss of expectation. Could range from minor annoyance to loss of sleep or prolonged ill health.
Inconvenience	Includes any expenditure of time and/or effort by the customer that has resulted from our conduct. E.g. loss of earnings, cost of postage.
Lands Tribunal	The Lands Chamber judges and members decide certain disputes concerning land. They determine disputed compensation in compulsory purchases and certain other types of land compensation cases and they hear appeals from Valuation Tribunals, First Tier Tribunals (Property Chamber) and Residential Property Tribunals.
Loss of	Where we are responsible for loss of heating and/or hot water.

amenities	
Loss of facilities	Where we are responsible for the loss of use of a room(s) in a property and it is not part of planned works or routine maintenance agreed with the customer.
Resident	Anyone who lives in the community regardless of holding a tenancy with OH or not.
Statutory payment	A form of compensation that we are legally bound to pay if the customer meets all of the required criteria. Payment amounts are set in law.

APPENDIX 1

The Right to Repair Scheme

The Right to Repair Scheme sets out a list of repairs that have to be done within a certain time limit. The repair must cost less than £250 to carry out. If the repair is not completed within the time limit, our tenants with an Assured protected Tenancy Agreement are entitled to claim compensation.

Under the scheme, tenants must allow our contractors to carry out the work.

The Right to Repair Scheme covers certain repairs, known as 'qualifying repairs', which cost less than £250 to carry out. They include repairs to:

- Unsafe power, or lighting sockets, or electrical fittings
- Blocked flues to fires or boilers
- Leaking roofs
- Toilets that won't flush
- Blocked sinks, baths or basins
- Leaking or flooding from pipes, tanks or cisterns
- Loose or broken banisters or handrails

How long do repairs take under the scheme?

How long a repair covered by the scheme will take depends on the urgency of the repair.

All work on a qualifying repair has to be carried out within one, three or seven working days.

Repairs should be carried out within one working day if:

- you have no water or electricity
- you have no gas, or the supply is reduced
- windows or doors are not secure (for example following a burglary)
- there is a leak from a pipe, tank or cistern
- the flue to an open fire or boiler is blocked
- the heating or hot water are not working between 31 October and 1 May
- the sewage drain or soil stack are blocked (or you only have one toilet and it can't be flushed)
- electrical lighting or other fittings are unsafe

Repairs should be carried out within three working days if:

- there is a partial loss of water or electricity
- the heating or hot water are not working between 1 May and 31 October
- a sink, bath or basin is blocked
- a tap cannot be turned

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- you have a loose banister or handrail or rotten wood on the floor or stair treads

Repairs should be carried out within seven working days if:

- the roof is leaking
- a door entry phone is not working
- an extractor fan is broken

If you can't be home when the contractor arrives

The repair work will be cancelled if you're not home at the arranged time to let in the contractor. You'll need to start the procedure again.

Take action if repairs aren't done in time

Contact us again if the contractor doesn't turn up to do the work by the last day of the time limit set.

You are usually entitled to £10 compensation if the second appointment doesn't rectify the repairs by the time limit. For every extra day you wait, you get another £2, up to a maximum of £50.

If you have rent arrears, the amount is deducted from your arrears rather than being paid to you directly.

You are not entitled to compensation if the repairs didn't happen because you didn't report the repair or don't allow access to your home.

You probably can't claim compensation if the repair work is cancelled because of unforeseen circumstances such as extreme weather.