

Compensation Guidance

1.0 Guidance Summary:

- 1.1 This guidance sets out the grounds and basis upon which financial redress may be awarded in relation to service failure. This guidance document should be used in conjunction with the relevant complaints policy and procedure, and any other pertinent operational policies and procedures when assessing whether failure has occurred.
- 1.2 We are committed to providing a quality service, however there may be occasions when our service fails or falls below our published standards.
- 1.3 If we fail to meet the level of service set out in our published standards, staff are empowered to put things right. Non-financial remedies are usually appropriate (such as an apology or explanation) although in some circumstances paying compensation and / or a gesture of goodwill, may be appropriate to cover loss, inconvenience caused or to reflect Sanctuary's apologies.
- 1.4 This guidance does not apply to requests for compensation from organisations with whom Sanctuary has a business contract to provide a service. Service failure in such cases will be dealt with under the terms of the contract.

2.0 Scope:

- 2.1 We can consider offering compensation for:
 - Time, trouble and inconvenience due to Sanctuary's action or inaction.
 - Delayed or poor responses to customers' complaints.
 - Lack of, or unreasonable delay to, the provision of services.
 - Additional costs incurred due to Sanctuary's action or inaction.
 - Loss of facilities, including rooms or key installations within a room, and where the issues have not been rectified within published timescales once reported.
 - Damage to or loss of belongings due to Sanctuary's action or inaction.
- 2.2 We will take an evidence led approach to offering compensation and will not make offers based solely on belief or probability.
- 2.3 There are certain circumstances where we will not consider offering financial redress through the complaints process, and examples include (but are not limited to):
 - Where the fault is caused by a third party not contracted by Sanctuary.
 - A service or item that Sanctuary is not responsible for.
 - Circumstances beyond Sanctuary's control, such as storm damage.
 - Where a claim could be made on home contents or building insurance and the complainant has either chosen not to make such a claim, is unhappy with the outcome of a claim or has no insurance.
 - Loss of earnings, including rental income.

- Where an incident was caused by customer negligence, their visitors or household, or their failure to comply with the terms of their agreement;
- Where a customer has unreasonably prevented or delayed resolution of the issue.
- Where there is evidence that a resident's lifestyle has resulted in condensation and mould growth due to lack of heating or ventilation, or lack of adequate airflow;
- Where there is, or has been, a payment ordered by a court or tribunal.
- Where a complaint has been previously investigated and closed.
- If items or goods have been stored inappropriately, such as a shed, loft, garden area, garage or temporary storage not provided by Sanctuary.
- Instances when customers have instructed surveyors, advocates or contractors without Sanctuary's written permission or advice.
- Personal injury claims or claims for damages in excess of £5000. These will usually be handled by the Group's external Insurers.
- Requests for costs incurred during any period that a customer is decanted from their home. This is covered in Sanctuary's Tenancy Management Policy.
- Requests for homeloss payments or compensation for improvements. This is covered in Sanctuary's Maintenance Policy.
- Requests for compensation where a legal claim has been made for the same items or issue. This will be dealt with by Sanctuary's Legal team.
- Where there is an alternative means to resolve a claim such as a legal claim or tribunal, and details have been provided explaining this.

3.0 Assessing Compensation

3.1 When considering offering compensation we will consider the following:

- The overall time, trouble and inconvenience suffered and whether this was reasonably foreseeable.
- Whether non-financial compensation has already been offered.
- An assessment of whether the loss or inconvenience could be prevented or minimised in any way by the resident.
- Any known costs that have been reasonably incurred;
- Consideration of the household vulnerabilities.
- Recognition of any failure to follow policies and procedures.

3.2 It is important that customers provide evidence of any damaged or lost items in the form of receipts, photographs or other proofs of purchase. Requests for payment without any evidence to support the claim will not be considered.

4.0 Payment processes and Appeals

- 4.1 We will normally offset any compensation or goodwill gesture made against any arrears or debt owed to us by the customer. It is only in exceptional circumstances payment may be made directly to the customer if they owe Sanctuary money.
- 4.2 Offers of compensation will normally made when the repair or action has been agreed. Where action is planned for future completion, compensation may be offered up until this point.
- 4.3 If a customer is unhappy with the offer of compensation, they will be asked to explain why they are dissatisfied, provide any additional information and what they are looking for within the next 10 working days. Once this has been received, the officer handling the complaint will review their request and a final response will be given, usually within the next 10 working days.
- 4.4 Where a customer is unhappy with a compensation offer at the first stage, they have the right to escalate their complaint to the second stage and the request will be considered by the investigating officer and a formal response given.
- 4.5 Where a customer is unhappy with a final offer made at the second stage of the complaints process, the complaint will be closed, and the customer advised of their right to refer their complaint to either the Housing Ombudsman after eight weeks of the final response or a Designated Person if they wish to progress this before eight weeks have elapsed.
- 4.6 Offers of compensation will remain open to customers for three months after the final response has been given, after which the offer will be withdrawn. Any requests for payment after three months have elapsed will be considered on a case by case basis, considering any reasons for the acceptance not being provided previously.