

Service standards

Our promise to you

We are committed to providing excellent customer service, so that every time you contact us you have a good experience. Below are the service standards that you can expect from us when you make a claim for compensation to Homes Plus.

We will:

- ◆ Consider all remedies available to put a situation right but recognise that in some instances, financial compensation may be the only appropriate form of redress.
- ◆ Pay compensation to customers or others, who have suffered loss or detriment because of our failure - or the failure of a third party working on our behalf - to provide a service in accordance with our undertakings or obligations.
- ◆ Pay compensation at a level that is fair and proportionate to the level of inconvenience caused and any loss incurred.
- ◆ Aim to pay any compensation due to you within 28 days of you accepting the offer.
- ◆ Consider each case on its individual merit and ensure discretion and common sense are applied, while promoting consistency.

1. Policy statement and purpose

We aim to provide an excellent service at all times but we recognise that there will be occasions when customers may suffer some disadvantage, inconvenience or loss as a result of our actions or mistakes. When this occurs, it will be appropriate to provide some form of remedy or redress, in order to restore a person to the position they would have been in had the service failure not occurred.

This policy sets out our approach to providing compensation to customers for loss or inconvenience arising from service failures.

For guidance about the other available options when you incur a service failure, please refer to the Homes Plus Complaints policy. You can find a copy on our website - www.homesplus.co.uk/documents

2. What the policy covers

This policy relates to customers receiving housing services provided by Homes Plus or Severn Homes.

We will pay compensation to customers or others, who have suffered loss or detriment because of our failure or the failure of a third party working on our behalf.

We will assess the individual circumstances and determine an outcome which is fair and proportionate.

Exceptions not covered within this policy

Below, you can find examples of claims that would not be covered by this policy. Please note: this is not an exhaustive list.

- ◆ Claims that would be dealt with by our insurers, including liability insurance
- ◆ A claim for personal injury (including claims that a resident's health has been affected)
- ◆ A claim that should be covered by a home contents insurance policy
- ◆ Any claim where there is impending legal action
- ◆ Claims for loss or damage caused by circumstances outside our control. For example, a leak from a neighbouring property or damage from flooding or storms.
- ◆ A claim where the customer has not reported loss or damage within a reasonable timescale (usually three months) and has not retained damaged items for inspection.

3. Compensation

Compensation will be assessed on a case-by-case basis, considering the individual circumstance and impact on the customer. Compensation will then be offered that is fair and proportionate.

Homes Plus will take a flexible approach when determining the remedy for a complaint, either separately from - or in conjunction with - an offer of compensation. This can include practical action, such as offering to undertake repairs or redecoration which would otherwise be a customer's responsibility. It can also include gestures of goodwill, such as vouchers, flowers or chocolates.

If the customer declines the offer of compensation with an intent to take legal action or pursue a claim, we should be clear that the offer of compensation will not be increased.

We will communicate clearly with customers, explaining how the compensation offer has been calculated.

Reimbursement of costs

If a customer has incurred actual loss, such as out of pocket expenses, then any offer of compensation will reasonably reflect this. Examples of reimbursement of costs include - but are not limited to - increased heating bills, having to pay for alternative accommodation or takeaway food, paying for cleaning or carrying out repairs where we have failed to meet our obligations.

Any claim for reimbursement must have been reasonably incurred. When making a claim for reimbursement you will need to provide evidence of the loss, explain the circumstances of how the loss occurred and detail the reasons that you believe Homes Plus is liable.

Discretionary compensation

Every case will be considered on an individual basis, taking into account all relevant known circumstances and supporting evidence.

Where there has been repeated service failure, we will consider the impact on the customer to determine the severity and impact of the failure.

Mandatory compensation

Mandatory compensation is paid when legislation states that we are required to compensate someone. This may also be covered in other policies.

- ◆ **Disturbance payment.** This is paid when a customer is required to move out of their home – permanently or temporarily.
- ◆ **Home loss payment.** This is paid when a customer is required to move out of their home permanently due to redevelopment or disposal.
- ◆ **Payment of compensation for improvements.** This is paid when a customer makes improvements to a property but then terminates their tenancy and moves out.
- ◆ **Payment under the Right to Repair.** This is paid when the landlord has failed to undertake repairs that are our responsibility.

4. How will compensation be calculated?

Compensation calculations will be fair and based on the circumstances of the case. The levels of discretionary payments of compensation will be dependent upon the severity of any service failure, duration and associated impact. We will consider vulnerabilities and acknowledge that any impact is worsened through disability, old age or the presence of young children.

Examples of circumstances where compensation will be considered

Compensation category	Circumstances
Unusable room in the property due to a service failure	Loss of an individual room because of a failure to carry out repairs or other services.
Loss of amenity due to a service failure.	Where utility charges have been incurred during service failure, we will reimburse costs. Please note that loss of heating costs will only be considered between 1 October and 31 March.

Service charges	Failure to deliver a service which is subject to a service charge. This can include grounds maintenance and cleaning. Compensation will be paid when the service has not been delivered for more than 28 calendar days.
Failure to meet timescales	Repairs that have not been completed within the timescales determined in our services standards and have been reported twice by the customer. This does not include: <ul style="list-style-type: none"> ◆ Repairs which have a genuine reason for extending the timescale and the customer has been informed ◆ Occasions where the customer has not allowed access ◆ Instances when property conditions prevent the repair from being completed
Damage to decoration of a room	Damage to decoration that is caused by action - or lack of action - by the landlord or our contractors.
Damage to garden	Damage to a garden that is caused by action - or a lack of action - by the landlord or our contractors.

5. Payments

Any offers of discretionary compensation are made on the basis that it does not constitute an admission of legal liability. We aim to pay any compensation due to you, via bank transfer, within 28 days of you accepting the offer.

Deductions from compensation payments may be made if a customer owes us money, including rent arrears. This occurs with the aim of reducing any debt that a customer holds with us. We will not make deductions if a customer is already at a financial loss due to the service failure.

6. Service improvement

We take all service failures seriously and use the feedback from our customers to learn and improve, with the intention of ensuring we do better next time. We report all issues giving rise to compensation payments, to the Homes board. This ensures we are providing visibility and transparency.



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