



Compensation and goodwill gestures policy

1.0 Purpose & Scope

This policy sets out how Notting Hill Genesis (NHG) the circumstances in which we will provide goodwill gestures or award compensation and promotes our commitment to empowering our staff to resolve issues at first point of contact.

We are dedicated to ensuring that a transparent and consistent approach is taken when dealing with compensation.

This policy applies to all residents but not to tenants of commercial properties.

2.0 Definitions

- **Compensation** – a financial payment to make amends or to recognise distress or inconvenience caused as a result of a service failure.
- **Goodwill gesture** – A discretionary financial or other gesture given to recognise a shortcoming in the way we have delivered our service.
- **Decant** – When a resident is moved from their principal home into alternative accommodation due to planned major works, an emergency situation or because of the demolition or sale of a property.
- **Defects** - a fault in the workmanship in the construction of a new build property, or a fault in the installation or manufacture of items of equipment which form part of the construction identified within a specified time period post completion.

3.0 Our principles

We will treat each claim with urgency and sensitivity, making every effort to provide a remedy as soon as possible.

We will consider financial compensation where we have failed to follow our published policies or there have been unreasonable delays against our service standards.

We will be honest with you when we cannot do something, for example change a decision that has been made if it follows our policy or legal guidelines.

All compensation payments will be made on a without prejudice basis.

If you have arrears on your account (current rent or service charge or former tenancy debt), any compensation will usually be paid into your account to reduce or eliminate the debt. If the amount of compensation exceeds the level of arrears, the additional amount can either be paid directly to you or into your rent account to leave a credit. We will confirm with you how you wish to receive any surplus credit.

4.0 Goodwill gestures

In some cases we may offer a discretionary goodwill gesture to acknowledge that there has been a service failure that we are committed to putting right and to restore good relations.

Goodwill gestures can include a stand-alone item such as flowers, chocolates or vouchers and will not exceed £50 in value. In exceptional circumstances these can be made alongside compensatory payments.

5.0 Awarding compensation

It is important that you are compensated fairly where we have failed to deliver to the standards we expect, and that we spend our funds appropriately.

Where you experience distress of inconvenience following a service failure we can make a discretionary payment of up to £250. This includes cases of inconvenience, hardship, distress or a 'making good' payment. These payments are made subject to supporting evidence or proof at our request.

In some circumstances, such as where there have been multiple service failures, or exceptional hardship, it might be appropriate to offer higher levels of compensation than outlined above if agreed by a senior manager.

In some circumstance we may pay compensation to cover additional expenses incurred as a result of a service failure, in addition to any other compensation payable, for example the cost of paying for electricity for plug-in heaters where your boiler has broken down, this will be assessed on a case by case basis.

We will always make an offer of compensation in writing, confirming that the offer is made without prejudice and ask you to confirm in writing that you accept the amount of compensation awarded.

If you are dissatisfied with the amount of compensation awarded then you can make, or escalate, a complaint through our complaints process.

6.0 Repair-related compensation (excluding defects)

Where we have failed to meet our repair obligations then we will pay compensation as outlined below.

Where it is confirmed that an appointment we arranged between you and a repairs contractor to carry out a day to day repair to your home (excluding communal areas) was missed by the contractor at no fault of yours, we will compensate you £30 for a missed appointment.

Where there is provision in your tenancy or licence agreement, we will pay compensation for delays in completing repairs with set timescales under the right to repair scheme.

In some exceptional circumstances we may offer a compensation payment to enable you to resolve an issue inside your property rather than carry out the repair ourselves.

6.1 Loss of rooms and facilities in your property

If you are a tenant and our failure to carry out repairs we are responsible for results in the loss or severe limitation of use of rooms or services within your property for unreasonable periods we may pay compensation based on the rent that you pay in addition to any other compensation payable.

We will not pay compensation for loss of a room where:

- this has not been reported to us
- we have completed a repair in line with the timescales published in our repairs policy
- you have been temporarily decanted by us, or have refused a suitable offer of a decant. If you incur additional costs as a result of being decanted temporarily then you may be able to claim a contribution to these in line with our Decant policy.

Room/facility	Compensation
Loss of living room	20% daily rent
Loss of bedroom (if used)	25% daily rent
Loss of kitchen (if no alternative available)	30% daily rent
Loss of bathroom (if no alternative available)	30% daily rent
Loss of heating* (after the first 48 hours during October to March only) and/or Loss of hot water* (after the first 48 hours*)	10% daily rent
After first 24 hours with - no sanitary provision of any kind, no supply of cold water either from a tank or rising main, no habitable rooms	100% daily rent

*Where we have failed to carry out a repair in your property. Where we are the provider of your heating and hot water and there has been an interruption to supply, unrelated to other repairs in the property, see section 7.

If you own your property we will not compensate you for loss of rooms or facilities, although you may still be entitled to other compensation where you experienced service failure in the rectification of issues.

6.2 Loss of communal services or facilities

We do not pay compensation for loss of communal services or facilities although you may be entitled to other compensation if there is a service failure made by us in rectifying the loss. Decisions will be made on a case by case basis.

Where there is a loss of services originally charged in the financial year this will be reflected in the year end accounts as appropriate.

7.0 Interruption to heat and hot water supply where NHG is your Heat Supplier

We comply with the rules set out by Heat Trust with regard to interruptions to heat and hot water where we are your heat supplier. If your supply is interrupted you may be entitled to compensation in line with your supply agreement or as summarised below.

Any claim must be made within 3 months of the interruption.

Interruption	Compensation
An unplanned continuous interruption of more than 24 hours	£30 for each 24 hour period after this time (up to a maximum of £500)
A planned continuous interruption of more than five days	£30 for each full 24 hour period after this time (up to a maximum of £500)
4 or more unplanned interruptions of over 12 hours over a 12 month period	A one off payment of £54 (in addition to any other compensation due)

8.0 Defects in new properties

We will not pay compensation solely because there are defects in new build properties, this includes where faulty items such as lighting or doors need to be replaced.

We may pay compensation where the length of time to resolve the defect is excessive. This will be considered on a case by case basis, taking into account the contractual arrangements in place for individual schemes.

We may pay compensation where you experience service failure in the rectification of defects such as failure to attend agreed appointments, or where the defect has caused additional damage or hardship, this will be considered on a case by case basis.

9.0 Exclusions

We will not pay compensation where:

- You have been responsible for the loss or delay of a service, or have not reported the issues to us.
- There is an ongoing legal action, including any liability claim being made against NHG, about the same issue.
- We have acted appropriately to solve the problem but external factors beyond our control have meant that we are unable to, for example extreme weather conditions.
- Compensation is requested by a sub-tenant.
- You request a reimbursement for a loss of earnings.
- You incur additional rental costs during the process of moving into a new property
- There is damage and you believe that that we, or a contractor working on our behalf, are at fault, in these cases a liability claim can be made where negligence will need to be evidenced.

- There is damage that would ordinarily be covered by your own household insurance policies (contents, motor etc)

10.0 Our approach

In writing this policy we have carried out a diversity and inclusion impact assessment, no adverse impacts were identified. The policy does not involve the use of personal, sensitive information so it has not been necessary to carry out a data protection impact assessment.

11.0 Reference

Right to Repair legislation <http://www.legislation.gov.uk/ukxi/1994/133/made>

Document control

Author	Suzanne Barrows – Head of Policy and Customer Experience
Approval date	10 September 2019
Effective date	30 September 2019
Approved by	Policy Group
Policy owner	Head of policy and customer experience
Accountable Director	Director of Business Improvement

Version control

Date	Amendment	Version
April 2018	New Notting Hill Genesis policy created.	1.0
September 2019	Reviewed following first year of operation	2.0