

Loreburn Group

Compensation Policy



Creating Great Places to Live

Policy	Compensation Policy							
Version Reference	2							
Approved by	MC		LET	X			MT	
Date of Approval	September 2021							
Review Period	Every 3 Years or as legislation or substantive changes occur							
Review Due	September 2022							
Policy Champion	Head of Housing							
Who this policy affects	Staff	<input checked="" type="checkbox"/>	Customers	<input checked="" type="checkbox"/>	Contractors	<input checked="" type="checkbox"/>	Members of the Public	<input checked="" type="checkbox"/>
Where this policy affects	General needs	<input checked="" type="checkbox"/>	Sheltered	<input checked="" type="checkbox"/>	Supported	<input checked="" type="checkbox"/>	Offices/staff base	<input checked="" type="checkbox"/>

1. Purpose of this Policy

- 1.1 To detail Loreburn's Compensation scheme and demonstrate our commitment to ensuring we provide an excellent customer experience. Our aim is to resolve customer dissatisfaction as close as possible to the point of service delivery and customers shall be compensated for any shortcomings in service delivery.
- 1.2 To empower staff to make quick decisions on the level of compensation to be made to ensure we deliver the best possible outcomes for our customers.

2. Legislative Background and Guidance

- 2.1 In preparing this policy we have taken account of:
 - Scottish Secure Tenants (Right to Repair) Regulations 2002
These *Regulations* specify entitlement procedures, timescales and limits applying to qualifying repairs to houses subject to *Scottish secure* tenancies
 - Scottish Public Services Ombudsman (SPSO) Model Complaint Handling Procedure for Registered Social Landlords and the Property Factors Code of Conduct procedures.
 - SPSO Statement of Complaints Handling Principles' and best practice guidance on complaints handling from the Complaints Standards Authority (CSA) at the SPSO. The CSA website is: www.valuingcomplaints.org.uk/

3. Associated Policies

- 3.2 Complaints Policy
 Voids & Reactive Repairs Policy

4. Aims of this Policy

- 4.1 Early Resolution – a clear compensation process which supports early resolution by capable, well trained staff.
- 4.2 Customer Focussed – a positive culture where we welcome the opportunity to turn negative experiences into positive outcomes for all customers.
- 4.3 Accessible – this policy & associated guidance will be well publicised, easy to understand and available to all customers.
- 4.4 Well managed – we will ensure our compensation process is a positive experience for customers where we will demonstrate we have listened, understood and considered all the facts by managing all complaints fairly, sensitively and timeously.
- 4.5 Ownership – staff will have access to the appropriate tools and training in order to be empowered to take ownership of complaints and associated compensation.

5. Service Failures covered by the Compensation Policy

- 5.1 Failure to complete responsive repairs within the timescale stated.
- 5.2 Failure to complete a repair categorised in the Right to Repair Regulations within the maximum time allowed.
 - failure to provide a service
 - inadequate standard of service

- 5.3 Where there has been damage to a tenant's possessions
- 5.4 Where there has been a claim of poor quality of workmanship
- 5.5 Where there is a claim of mistreatment but there is no material or financial loss
- 5.6 Where there is a claim for personal injury

This list is not exhaustive and each case should be managed dependent on the individual circumstances.

There may be cases where claims made are not the responsibility of the Loreburn Group. It is expected that in such cases the claimant will be referred to the relevant liable party.

6. Failure to complete responsive repairs

- 6.1 Where a job is not able to be completed within the set timescales, for reasons out-with the control of Loreburn Housing Group e.g. unavailability of stock or poor weather, a new completion date will be given to the customer in advance of the expiry of the original target date.
- 6.2 Compensation will also be made for excessive expenditure incurred by the customer as the result of delayed repairs e.g. additional heating costs for temporary heating. This could be in the form of meter top ups or payment of additional costs as per billed meter, with the type of compensation agreed with the customer.
- 6.3 Loreburn Housing Group will be pro-active in payment of due compensation where a job has exceeded the completion date without prior contact with the customer to advise of a delay.
- 6.4 Where a claim has been upheld, the amount of compensation due shall be in accordance with the following:

Category of Repair	First Day Overdue	Additional Days Overdue	Maximum Payment
Emergency	£50	£3	£100
Urgent	£30	£3	£100
Routine	£15	£3	£100
Right to Repair	£15	£3	£100

- 6.5 Access Arrangements
 - 6.5.1 All responsive repairs will be booked in as an appointment at a time to suit the customer and within the target timescale depending on the urgency of the repair.
 - 6.5.2 Where access cannot be gained at the appointed time and without prior notification by the customer, the repair will be cancelled and will not be subject to the compensation scheme.
- 6.6 Limitation and Exclusions
 - 6.6.1 Works required on communal areas will be excluded from the compensation scheme.

- 6.6.2 It is the responsibility of the customer to allow suitable access to the property for repairs to be carried out.
- 6.6.3 Where reasonable access cannot be given to allow for timely completion then the repair will not be subject to the compensation scheme.

7. Failure to complete Right to Repair

- 7.1 Certain types of repairs are covered under the Scottish Secure Tenants (Right to Repair) Regulations 2002. Where there is a failure to complete such a repair within the maximum times specified the customer will be entitled to compensation in accordance with the statutory scheme.
- 7.2 Right to Repair allows customers the right to instruct an alternative contractor to complete the work and request that the Loreburn Group pay the cost of this, subject to the following:
- The work was not completed by the Loreburn Group on time
 - The customer allowed reasonable access for the repair to be completed
 - The Loreburn Group is advised by the customer that they are appointing an alternative contractor.
 - The customer uses a contractor from the Loreburn Group list of approved contractors.
 - The cost of any single qualifying repair does not exceed £350.
- 7.3 Where an alternative contractor is instructed and the above conditions have not been met then the Loreburn Group may recharge the cost of the repair to the customer.
- 7.4 Limitations and Exclusions
- 7.4.1 In circumstances where Loreburn Housing Group has no control, e.g. severe weather, which makes it impossible to carry out the repair within the maximum time then the Loreburn Group can make temporary arrangements to extend the maximum time for completion. The customer will always be advised of this in such circumstances.

8. Damage to customers' possessions

- 8.1 Where a claim is being made in respect of damage to customers' possessions as a result of work carried out by a Loreburn representative then the claim should be submitted within 48 hours of the damage occurring.
- 8.2 Damaged goods should be kept for inspection by a Loreburn Group representative to allow for damage compensation to be agreed.
- 8.3 If the claim is rejected or offered on reduced terms then the customer will be advised of their right to complain under the Complaints Policy.
- 8.4 Where the claim is accepted, and under the value of the insurance excess of £5000, then the damaged item will be replaced or repaired within 5 working days of the date of the decision relating to the claim.

9. Poor Quality Workmanship

- 9.1 Where a claim is being made in respect of poor quality workmanship or standard of materials then the complaint should be made within 5 working days of the works being completed.

- 9.2 A quality control inspection will be carried out by a quality assurance inspector to determine the standard of work.
- 9.3 If the claim is rejected or offered on reduced terms then the customer will be advised of their right to complain under the Complaints Policy.
- 9.4 Where the claim is accepted then the customer will be awarded a sum of compensation commensurate with the level of poor workmanship or inferior/faulty material and taking account of the level of inconvenience suffered by the customer.

10. Claims with no material or financial loss

- 10.1 Where there is a claim in respect of poor customer experience then all staff should record this as a complaint and use their discretion to award a token gift to a value reflective of the inconvenience or damage caused by way of acknowledgement and apology.

11. Claims for personal injury

- 11.1 Where there is a claim in respect of personal injury the case will be passed immediately to our insurer to manage. The claim will be rejected or accepted dependent on the decision by the insurer.

12. Payment of compensation

- 12.1 Payment will normally be made by BACS transfer to the customer's bank account. However, if there is an outstanding debt to Loreburn, we will consider all relevant factors and may offset the payment towards rent arrears or other charges owing to Loreburn. The Customer will be informed of this at the time of the award.

13. Complaints

- 13.1 Loreburn has a commitment to valuing complaints and ensures the organisation benefits from feedback to identify areas for change or improvement.
- 13.2 Loreburn has a Complaints Policy which ensures there are robust and effective procedures in place for complaints to be properly managed and acted upon.
- 13.3 Anyone dissatisfied with the outcome of their complaint having exhausted Loreburn's complaints procedure has the right to refer the matter to the Scottish Public Services Ombudsman.

14. Equality, Diversity & Inclusion

- 14.1 Loreburn aims to ensure that equality, fairness, dignity and respect are central to the way we work and how we treat our customers. We support diversity and uphold equal opportunities in all areas of our work as an employer and service provider.
- 14.2 Loreburn will not discriminate against tenants, staff, visitors, suppliers or others based on their age, sex, sexual orientation, race, disability, religion or belief, marital status, pregnancy and maternity or gender reassignment (collectively referred to as 'protected characteristics' in the Equality Act 2010).

15. Risk Management

- 15.1 Loreburn has a Risk Management Strategy, Policy and Procedure. These documents set out how the organisation will manage risk as an integral part of its governance and management systems, ensuring risks are identified, evaluated and controlled effectively.
- 15.2 Identifiable risks arising from this policy will be monitored and managed by the internal processes set out herein and by regular review of this and all other associated policies and procedures, ensuring risks are mitigated and Loreburn complies with all legislative requirements and regulatory and best practice guidance.

16. Responsibilities Chart

- 16.1 The below chart illustrates the responsibilities of all staff pertaining to this policy:

Responsibilities	CEO/ MC	LET	MT	Head of Housing	Assistant Managers	All Staff
To set the policy and direction with regards to awards of compensation	✓					
Policy Champion				✓		
Make decisions on when compensation is to be awarded						✓
Record details of compensation awarded						✓
Monitor spend and detail of compensation awarded.			✓			
Analyse and utilize learnings from reasons for compensation awards		✓	✓		✓	✓

17. Policy Review

- 17.1 The Policy Champion is the Head of Housing.
- 17.2 The Policy Champion is responsible for completing the Health and Safety Assessment and Equality, Diversity and Inclusion Assessment Checklist.
- 17.3 This policy will be reviewed by the Policy Champion every 3 years or sooner as required due to legislative or substantive change.

Policy Assessment Checklist

Health & Safety Assessment

Does this policy have the potential to affect:

Lone Working	No
Safety and/or wellbeing of staff	No
Safety and/or wellbeing of customers	Yes
Have the above items been considered in the preparation of this policy?	Yes

Comments:

This Policy ensures that the safety and wellbeing of our customers is paramount and where this is found to be breached the Policy ensures a response to that is to the satisfaction of our customer thus protecting their wellbeing.

Equality, Diversity & Inclusion Assessment

Does this policy have the potential to affect:

Staff's rights to equal opportunities	No
Tenants' / Customer's rights to equal opportunities	No
Tenants' / Customer's ability to access to homes and/or services	No
Have the above items been considered in the preparation of this policy?	Yes

Comments

This Policy promotes the rights of our customer to seek compensation due to service failure should the need arise. The Policy further ensures that our response is appropriate to remedy the complaint and allow continued access to excellent customer service.

Agile Working Assessment

Agile working requirements have been considered and addressed in the preparation of this policy: Yes

