



# **COMPENSATION POLICY**

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# 1. Introduction

**1.1** At Eastlight, we aim to give you consistently great customer service. However, we recognise that – from time to time – we can sometimes fail to meet your expectations, so please tell us if you're not happy with the service you receive.

**1.2** This Policy sets out our approach to resolving compensation claims and should be read alongside our Complaints & Resolutions Policy.

## **1.3 Principles**

1.3.1 We are dedicated to being fair, reasonable and consistent in our approach when offering compensation to you.

1.3.2 We will consider the unique circumstances of each individual and the specifics of the situation to determine appropriate compensation.

1.3.3 We will provide clear and transparent explanations regarding the level of compensation and how this has been calculated.

1.3.4 We will actively monitor compensation payments and expenditure.

## **1.4 Definitions**

1.4.1 This Policy covers two types of compensation payments in case of service loss or failure. The two types are as follows:

- **Reimbursement:** Offered where you can demonstrate quantifiable loss resulting from failure or loss of service
- **Discretionary Payments:** These may be made under this Policy to compensate for time, trouble, distress and inconvenience.

## **1.5 Statutory & Regulatory Payments**

1.5.1 Certain types of compensation, such as home loss, disturbance allowance and Right to Repair, are regulatory requirements and are addressed in the relevant Eastlight policies.

## 2. Scope

### 2.1 Who can request compensation?

- 2.1.1 We accept requests for compensation from any Eastlight customer whose complaint has been accepted under our Complaints & Resolutions Policy.
- 2.1.2 We may also choose to provide compensation when it hasn't been requested or identified through our complaints process, where we recognise there has been a failure of service and want to put this right.

### 2.2 Forms of Compensation

- 2.2.1 Compensation may take various forms and is not limited to financial payments. We may offer gestures such as vouchers, flowers, cards, a rent account adjustment, or consider carrying out additional repairs which we would not usually be responsible for.

### 2.3 Exclusions

- 2.3.1 This Policy does not cover compensation in relation to damage to your home and/or belongings or for personal injury.
- 2.3.2 Furthermore, compensation may not be applicable under this Policy in certain circumstances deemed reasonable. Examples of exclusions that would be considered fair and reasonable are:
- Where legal proceedings have been started or are imminent;
  - Where insurance claims are outstanding or ongoing;
  - Where the issue giving rise to the request occurred more than 12 months ago; and
  - Matters that have previously been considered by this Policy or by our Complaints & Resolutions Policy.

### 2.4 Home Contents Insurance

- 2.4.1 We expect our customers to maintain adequate home contents insurance for their furniture, decoration and personal possessions to safeguard against accidental damage, loss, fire or water damage. This Policy is not intended to replace or compensate for a customers' lack of home contents insurance.

## 3. Our Approach

- 3.1** Compensation will be offered and awarded as part of our Stage One or Stage Two Complaint process.
- 3.2** To help resolve issues quickly, we may also award discretionary compensation prior to a complaint being raised.
- 3.3** We will consider an offer of compensation if and when we recognise that there has been a service loss or failure, and an apology alone is not sufficient.
- 3.4** Compensation will be calculated in a manner that is empathetic, fair and proportionate, as well as representing value for money in the way we manage our resources.
- 3.5** Some of the circumstances in which we will consider awarding compensation are:
  - When we deviate from our policies and procedures, resulting in adverse circumstances for you;
  - Failure to adhere to agreed response times in processing complaints, which do not comply with the Housing Ombudsman’s Complaint Handling Code;
  - Failure to attend a booked appointment without good reason;
  - Failure to complete repairs within agreed response times without prior notification, barring exceptional circumstances;
  - Unsatisfactory resolution of repairs that are our responsibility, resulting in you enduring poor living conditions for an unreasonable duration;
  - Failure to deliver a paid service, such as cleaning and caretaking services; and
  - Instances where you have incurred expenses due to our inaction, such as the cost of extra food due to lack of cooking facilities.

## 4. Types of Compensation

### 4.1 Reimbursement

- 4.1.1 We may reimburse any out-of-pocket expenses that have been incurred by you due to service failures caused by Eastlight, as determined during your complaint.
- 4.1.2 You will be asked to demonstrate that this expense has been incurred because of our failure to resolve the issue. This would usually be in the form of receipts, invoices, bank statements and utility bills.
- 4.1.3 We will not reimburse you for loss of earnings.

### 4.2 Discretionary Compensation

- 4.2.1 The amount and type of compensation awarded will depend on the impact on you, and your individual circumstances will be considered. Guidance is as follows:

<b>Minor Impact</b> – up to £75*	If a complaint has been upheld, and there has been minor inconvenience or distress caused, compensation will be offered as a token acknowledgement of our responsibility
<b>Medium Impact</b> - £75 to £250*	Inconvenience and/or distress are evident when service failures result in loss of time, delays, repeat requests, ineffective repair or incorrect fault diagnosis
<b>High Impact</b> - £250 and above*	In cases of serious service failure, characterised by repeated failures over a prolonged period, mishandling serious ASB cases, significant deviation from policies, misinformation, or inaction resulting in a high impact on you.

\*Or equivalent value

## 5. Handling Compensation

### 5.1 Awarding Compensation

- 5.1.1 Compensation claims resulting from a complaint will be handled in line with our complaint response times, as set out in our Complaints & Resolution Policy.
- 5.1.2 You will be expected to sign an acceptance form before any award is made.
- 5.1.3 The acceptance form should be returned **within three months** of the date of the offer being made, unless there are exceptional circumstances that prevent this.
- 5.1.4 Acceptance of compensation does not prevent you referring your complaint to the Housing Ombudsman.
- 5.1.5 If there is an outstanding debt owed to Eastlight, the amount owed may be deducted from the compensation payment before it is made.

### 5.2 Recovering Compensation from Third Parties

- 5.2.1 If compensation is offered due to actions by a third party, such as an Eastlight contractor, Eastlight will make efforts to recover the amount involved.
- 5.2.2 The Contract Manager will agree with the person(s) responsible for recovering the costs. Any compensation payment involving third-party recovery should clearly state this intention.

### 5.3 Appeal

- 5.3.1 We have a two-stage complaint process. If you are unhappy with the compensation offered at Stage One, you can request escalation to Stage Two for a review. Full details are contained within our Complaints & Resolutions Policy.

## 6. Fairness in Compensation

### 6.1 Equality, Diversity & Inclusion

- 6.1.1 We make a commitment to enable you to request compensation by making reasonable adjustments and providing support to enable you to do so.
- 6.1.2 This Policy has undergone an Equality Impact Assessment (EIA) and has been judged to be fair and in line with Eastlight’s commitment to Equality and Diversity, which states that Eastlight is committed to equality and strives to be fair in its dealings with all people, communities and organisations with which it has relationships and takes into account the diverse nature of their culture and backgrounds.
- 6.1.3 This Policy complies with Eastlight’s commitment to ensuring that no person or group of people will be treated less favourably than another person or group of people, and Eastlight will develop and deliver services that actively take into account protected characteristics.

## 7. Monitoring

### 7.1 Continuous Learning

- 7.1.1 A register of requests for compensation will be maintained at all times.
- 7.1.2 Key performance indicators, including the amount of compensation awarded and the types of compensation, will be reported to Eastlight’s Customer Influence Committee quarterly.
- 7.1.3 Senior management will regularly review compensation awards to identify any systemic issues, serious risks or areas for improvement to Eastlight’s services and internal processes.
- 7.1.4 All compensation awards will be logged and stored on our Feedback Manager IT system.



**Eastlight Community Homes**

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