



# Compensation Policy

---

Version 1

**Approved by:** Executive Team

**Approved date:** 28 February 2017

## 1.0 Introduction

1.1 This Policy outlines when we can award compensation to our customers, including:

- Tenants
- Leaseholders
- Shared owners
- People who live close to a property we own or manage.

1.2 The terms 'you' and 'your' in the policy mean our customer. The terms 'we', 'our' and 'us' mean Optivo.

## 2.0 When we'll pay compensation

2.1 Where we're responsible, we'll consider the following service failures as reasons for compensation:

- Missed appointments by Optivo team members
- Failure to repair
- Quality of repair

Some of our contractors have their own compensation policy for missed repair appointments. In these cases, they'll compensate you directly.

2.2 Where we're responsible, we'll also consider the following as reasons for compensation:

- Loss of use of accommodation or facilities
- Loss of any bedroom or living room
- Loss of access to cooking facilities
- Total loss of washing/bathing facilities e.g. baths, showers and sinks
- Loss of amenities e.g. electricity, heating and/or hot water between 31 October and 30 April. Outside of 31 October and 30 April, we'll consider vulnerable customers for compensation. Examples of 'vulnerable' customers would be elderly, disability or households with children up to the age of 5
- Higher energy costs if we provided an alternative source of heating or a dehumidifier
- 'Qualifying' home improvements (where you received our written permission before making the improvement)
- High water bills due to an internal water leak from the day the leak was reported
- Making good if decorations disturbed due to a repair (this is subject to investigation once the repair has been completed)

You can find details of compensation payments when we move you to a replacement home in our [Replacement Homes Policy](#).

2.3 This Policy does not include claims which are:

- The fault of a third party (e.g. a utility supplier)
- Covered by customer's own home contents insurance (as outlined in your tenancy agreement)
- Due to customer neglect/lack of action or wilful damage
- Subject to tribunal or legal proceedings (for example resale of leasehold property)
- Personal injury claims
- Short term nuisance caused by building works
- Neighbour nuisance
- Stress following any incident or failure of service
- Related to damage for personal items (our Insurers will consider these)
- Due to circumstances beyond our control e.g. severe weather
- Due to a temporary or permanent move to a replacement home
- Requests for repair or replacement of fixtures/fittings which are not Optivo's responsibility
- Refunds of rent and/or service charge
- For Internal decoration or any other customer responsibilities detailed in the Tenancy Agreement
- Due to advanced warnings about loss of service or fault where we complete the work within specified timescales
- Disrepair claims (please see disrepair procedure)

### 3.0 Making a claim

3.1 You must make a compensation claim within three months of the failure, fault or event. You must keep paying your rent and/or service charge while we process your claim.

3.2 Once you contact us to make a compensation claim, you'll need to complete a compensation claim form.

### 4.0 How we'll compensate you

4.1 If we fail to carry out our duty, we'll compensate you by one or more of the following:

- Apologising
- Rectifying our mistakes
- Making a goodwill gesture.

4.2 Compensation will not necessarily be financial.

4.3 In considering claims, we'll:

- Investigate and clarify if we're responsible
- Act fairly and consistently
- Assess claims on their individual merits.

- 4.4 Our Customer Experience Team will investigate and, if appropriate, offer you compensation.
- 4.5 If you disagree with the outcome, you can request a review of your claim. This is in line with our [Complaints Resolution Policy](#).

## **5.0 Goodwill Gesture**

- 5.1 In cases where we've taken reasonable steps to resolve any failure in service, we'll consider a goodwill gesture. In some cases, we offer a goodwill gesture to recognise distress or inconvenience caused e.g. it may have taken repeated attempts to resolve an issue. Goodwill gestures are gift vouchers or items such as flowers. Goodwill gestures are not admissions of liability.

## **6.0 Compensation payments**

- 6.1 We'll contact you with a decision about your compensation claim within 10 working days of receiving your claim. If your claim has been upheld and we've agreed an amount, we'll make payment within 20 working days by:
- Paying into your bank account (we need you to provide bank account details and sign a form)
  - Crediting your rent and/or service charge account if you owe us money (e.g. rent arrears)
  - Gift voucher(s)
  - Cheque.
- 6.2 If you owe us money (e.g. rent or outstanding debt), we'll deduct the amount you owe from any compensation payment and credit it to your rent/sub account. This may mean the compensation is used against your debts with us unless it's a reimbursement of actual costs incurred.

## **7.0 Monitoring and review**

- 7.1 We record and monitor all claims for compensation. Senior Management analyse payments monthly and we send an annual report to Strategic Board.
- 7.2 We look at areas of repeated complaints/compensation requests to inform service improvement.
- 7.3 We will review this Policy to address legislative, regulatory, best practice, or operational issues.