

# Compensation Policy

## 1.0 Introduction

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

- Residents
- Leaseholders (including shared owners)
- Applicants for one of our homes
- People who live close to, or are affected by, a property we own or manage.

1.2 The terms 'you' and 'your' in this Policy mean anyone listed in [1.1](#). The terms 'we,' 'our' and 'us' mean Inquilab.

1.3 There are three types of compensation payment:

- (i) [Mandatory](#) (statutory and contractual)
- (ii) [Quantifiable loss payments](#) (where you can demonstrate actual loss)
- (iii) [Discretionary payments](#) (for time and trouble/distress and inconvenience).

## 2.0 Putting things right

- 2.1 We aim to provide a good quality service to all our customers. When we fail to meet these standards and commitments, we will take action to put this right as quickly as possible.
- 2.2 When putting the situation right and apologising is not sufficient, we will consider offering compensation. The compensation we offer should restore the person to the position they would be in had the service failure not occurred.
- 2.3 We may make a goodwill gesture, where appropriate, to accompany an apology. This may take the form of flowers or vouchers.
- 2.4 We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate you by:
- Agreeing a temporary solution to the problem, such as providing an alternative form of heating until there is a permanent solution
  - Doing additional repair or decoration works beyond our normal service offer or contractual requirements.

## 3.0 Compensation for quantifiable loss

- 3.1 Compensation payable for quantifiable loss is where the service failure has resulted in a measurable loss. Examples include:
- Higher energy costs of running alternative sources of heating when we have failed to repair the heating system within a reasonable period
  - Higher water bills due to our failure to remedy a leak
  - Paying for repairs where we have failed to meet our obligations
  - Paying for alternative accommodation
  - Paying for cleaning
  - Reimbursing bank charges for an error in direct debit collection.

We will consider paying compensation for all or part of the loss.

- 3.2 You must provide evidence of the costs, which must have been incurred.

3.3 We may offer discretionary compensation on top of compensation to cover your loss, if appropriate.

#### 4.0 Discretionary compensation payments

4.1 We may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis.

4.2 Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair
- Failure to provide a service we have charged you for
- Failure to meet target response times
- Failure to meet our standard of service
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water
- Poor complaint handling.
- Unreasonable time taken to resolve a situation

4.3 Discretionary payments are made depending on the impact to the person:

Minor impact – up to £50:

Complaint upheld and minor inconvenience or distress caused. Such a payment is a token of our responsibility and made as a gesture of goodwill.

Medium impact – £50 to £250:

Failure to follow our Complaints Policy, inconvenience or distress clearly caused because of a failure in service and/or complaint handling.

High impact - £250 - £500:

Serious failure in service due to the severity of an event that has persistently occurred over an extended period, or there have been numerous attempts to resolve it.

## 5.0 When we will not pay compensation

### 5.1 We will not pay compensation:

- For personal injury or other public liability insurance claims
- For claims of damage caused by circumstances beyond our control (e.g. through storm or flooding)
- For claims that should be covered by a home contents insurance policy, which you are responsible to obtain. This includes damage to your belongings (including floor coverings) through leaks, flood, or fire.
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your household, or a guest
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to Inquilab. For example, a utility company, or another resident or visitor.
- When we have fulfilled our statutory and contractual obligations
- For loss of earnings or annual leave.

### 5.2 We may consider paying compensation when:

- Our service failure, or that of a contractor working on our behalf, has directly caused damage to your belongings, **and**
- It is not reasonable to expect the damage to be covered by your home contents insurance.

We will ensure you do not incur further inconvenience and cost making a claim for compensation in these circumstances, particularly where we, or our contractor, are clearly at fault.

We will assist those who may have a claim against our insurance policy by providing contact details for relevant staff at our insurance company who can help advise on the claim process

## 6.0 Managing compensation requests

### 6.1 You can request compensation in a variety of ways, including:

- Our website
- Inquilab App
- Phone

- Letter/email
- In person.

- 6.2 You must make your compensation claim within six months of the failure, fault, or event unless exceptional circumstances prevented this.
- 6.3 You must keep paying your rent and/or service charge while we consider your claim.
- 6.4 We will consider each case individually and calculate compensation according to what is fair in the circumstances. As part of our investigation, we may request supporting information from you. Failing to provide the necessary information could affect the outcome of the investigation.
- 6.5 When calculating an award of compensation, we will consider the extent, severity, and impact of the failure. We will account for any vulnerabilities or individual circumstances when assessing the impact of the failure.
- 6.6 We will make any compensation offers within 10 working days of the date we receive your claim. We will include an apology and explanation for the service failure.
- 6.7 We will make compensation payments within 20 working days of the date you accept our offer. We can make payments by:
- Crediting your rent account or other sub-account
  - BACS (electronic payment direct to your bank account)
  - Retail voucher.
- 6.8 After compensation has been accepted and provided, should further contact with the Housing Ombudsman be required this is not restricted. This applies even in the event of paid compensation being part of resolving an issue or complaint.
- 6.9 Compensation offered and accepted will be paid net of any existing rent arrears and other debt due to Inquilab. This does not apply in the event of any award being made by the Housing Ombudsman Service.

## **7.0 Reviewing or appealing a compensation decision**

- 7.1 If you are not satisfied with the compensation offered, you can ask us to review the offer. You must let us know within 20 working days of when we make the offer. We will manage this in line with our [Complaints Policy](#).

## 8.0 What have we done to make sure this Policy is fair?

- 8.1 We have carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#).

## 9.0 Review

- 9.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

### Policy controls

<b>Effective from</b>	August 2023
<b>Approved by</b>	Executive Team
<b>Resident consultation</b>	Customer Committee 26 September 2023
<b>Approval date</b>	26 September 2023
<b>Policy owner</b>	Director of Customers & Communities
<b>Policy author</b>	Gary Clark

### Version history

<b>Version no.</b>	<b>Summary of change</b>	<b>Author and approver</b>
1.0	New policy	Gary Clark (DC&C) Executive Team
Nest revision	Policy review	August 2026

## Appendix one: Mandatory payments

We make some compensation payments as part of our contractual or statutory requirements. These are:

### **Home loss payments**

If you have lived in your home for a minimum of 12 months and are required to move home permanently because of redevelopment or demolition.

### **Disturbance payments**

For reasonable moving costs if you are required to move to another property either:

- Temporarily **or**
- Permanently, if you have lived in your home for less than 12 months.

### **Improvements**

If your tenancy is ending, you may be entitled to compensation for any improvements you have made to your home, providing we have approved them. This does not apply to fixed term tenancies.

### **Right to Repair**

Some of our residents have the right to claim compensation under a contractual right to repair; this is a term in some tenancy agreements. The Right to Repair covers specific repairs, known as 'qualifying repairs,' which cost less than £250 and should be completed within a set time limit. If we do not complete these repairs within that time limit, you may be entitled to compensation.