



Loreburn Group

Compensation Policy

Policy	Compensation					
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Table of contents

1	Purpose of this Policy	2
2	Related policies, procedures, and documents	2
3	Legislative background	2
4	Aims of this Policy.....	3
5	Service Failures covered by the Compensation Policy	3
6	Failure to Complete Responsive Repairs	4
7	Failure to Complete a Right to Repair.....	5
8	Damage to Customers Possessions.....	7
9	Poor Quality Workmanship	7
10	Claims with no Material or Financial Loss	8
11	Claims for personal injury	9
12	Claims involving Loreburn work limiting access within a customer’s property	9
13	Payment of compensation	10
14	Complaints.....	10
15	Equality, Diversity and Inclusion	10
16	Risk Management.....	11
17	Responsibilities chart.....	11
18	Measuring performance.....	12
19	Policy review.....	13
20	Appendices.....	13

Table of appendices

20.1	Appendix one: Compensation Procedural Guide	13
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1 Purpose of this Policy

- 1.1 This policy details Loreburn's compensation scheme and demonstrates 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 may be compensated for any shortcomings in service delivery.
- 1.2 This policy empowers 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 Related policies, procedures, and documents

- 2.1 This Policy should be read in conjunction with the following LHA policies and procedures:
 - Complaints Policy
 - Voids & Reactive Repairs Policy

3 Legislative background

- 3.1 In preparation for this Policy, we have taken account of:
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/

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 Focused – 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.
- 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
- 5.7 Where works undertaken by Loreburn Housing Association are preventing access to a room in the customers house

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 Access Arrangements:
- 6.4.1 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.
 - 6.4.2 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.
- 6.5 Limitation and Exclusions
- 6.5.1 Works required on communal areas will be excluded from the compensation scheme.
 - 6.5.2 It is the responsibility of the customer to allow suitable access to the property for repairs to be carried out.
 - 6.5.3 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 a 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 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

7.5 Limitations and Exclusions

7.5.1 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.

7.5.2 There may be potential delays related to sourcing materials in which case the customer would also always be advised 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 acknowledgment and apology.
- 10.2 These claims should be made promptly by the customer unless there are exceptional circumstances. Claims should be made within four weeks of the incident occurring, if there are exceptional circumstances LET will consider these before signing off any compensation.
- 10.3 Any claims that are made involving no material or financial loss that are in excess of £100 will be reviewed by LET.

- 10.4 There is potential for compensation to be paid where a complaint has been logged and not addressed by Loreburn.
- 10.5 The claim for compensation is not a complaint. The complaint should be dealt with in line with the Complaints policy and procedure.
- 10.6 Any compensation paid after a complaint should be logged on Homemaster and the receipt of payment uploaded to the complaint files.

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 Claims involving Loreburn work limiting access within a customer's property

- 12.1 A partial reimbursement of rent may be considered if the ongoing works substantially impede the customers access to essential amenities or substantially diminish the quality of habitation within the premises.
- 12.2 The amount of reimbursement will be determined on a proportional basis, taking into account the severity and duration of the disruption caused by the ongoing works.
- 12.3 The total percentage amount of rent reimbursed will not exceed 10% of weekly rent. This will take effect from the first day of the circumstances being reported.

12.4 Customers seeking a partial rent refund must formally submit a request to Loreburn Housing Association. The request must include details of their living conditions and the impact the work has had.

12.5 The decision to reimburse customers will still be at the discretion of the Housing Association.

13 Payment of compensation

13.1 Payment will normally be made by BACS transfer to the customers 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 award.

14 Complaints

14.1 Loreburn has a commitment to valuing complaints and ensures the organization benefits from feedback to identify areas for change or improvement.

14.2 Loreburn has a Complaints Policy which ensures there are robust and effective procedures in place for complaints to be properly managed and acted upon.

14.3 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.

15 Equality, Diversity and Inclusion

15.1 Lorebrun 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.

15.2 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).

16 Risk Management

16.1 Loreburn has a Risk Management, Strategy, Policy and Procedure. These documents set out how the organization will manage risk as an integral part of its governance and management systems, ensuring risks are identified, evaluated and controlled effectively.

16.2 Identifiable risks arising from this policy will be monitored and managed by the internal processes set herein and by regular review of this and all other associated policies and procedure, ensuring risks are mitigated and Loreburn complies with all legislative requirements and regulatory and best practice guidance.

17 Responsibilities chart

17.1 The chart below illustrates the responsibilities of all staff pertaining to this Policy:

Responsibilities	CEO	Director of Housing Services	Head of Housing	Head of P&C	Managers	All staff

To set the policy and direction with regards to awards of compensation	x					
Policy Champion			x			
Make decisions on when compensation is to be awarded						x
Record details of compensation awarded						x
Monitor spend and detail of compensation awarded.			x			
Analyse and utilize learnings from reasons for compensation awards		x	x		x	x

18 Measuring performance

18.1 Performance is monitored through Loreburn H A's Performance Management Framework using the Scottish Housing Regulator Annual Return Charter Indicators, House Mark and Loreburn HA's Strategic Performance Indicators and operational performance indicators.

18.2 Loreburn HA will consult customers, stakeholders, and other agencies to continually measure good practice.

18.3 The Policy will adhere to Loreburn HA's commitment to continuous improvement and value for money.

19 Policy review

19.1 The Policy Champion is Head of Housing

19.2 The Policy Champion is responsible for completing the Health and Safety Assessment and Equality, Diversity and Inclusion Assessment Checklist.

19.3 This Policy will be reviewed every three years or sooner as required due to legislative or substantive change.

20 Appendices

20.1 **Appendix one: Compensation Procedural Guide**