



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 Compensation Policy sets out our approach to resolving compensation claims.
- 1.3 This Policy should be read alongside our Complaints & Resolutions Policy and Managing Behaviour Policy.

2. Think Customer

- 2.1 At Eastlight, we exist to provide the best possible homes and services for residents.
- 2.2 Our 'Think Customer' approach aims to guide and support colleagues whenever they make decisions that affect our residents, directly or indirectly.
- 2.3 'Think Customer' ensures our people fully consider how residents will experience and be impacted by the service we provide. Before acting, our people must think about:
 - The short and long-term effects of their actions
 - The residents' individual needs and preferences
 - Whether their communication is clear, respectful and appropriate
 - If they can draw on any past insights or experiences to help them when making tough decisions
 - Whether they, themselves, would be happy with the service being provided.
- 2.4 The 'Think Customer' model is designed to complement and work alongside all Eastlight policies and procedures, including this Compensation Policy.

3. Principles

- 3.1 The aim of providing redress is to restore a person to the position they would have been in had the service failure not occurred.
- 3.2 Compensation may be offered and awarded as part of our Stage One or Stage Two Complaints Process.
- 3.3 To help resolve issues, we may also award discretionary compensation prior to a complaint being raised.

- 3.4** 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.
- 3.5** We are dedicated to being fair, proportionate, reasonable and consistent in our approach when offering compensation to you.
- 3.6** We will consider the unique circumstances of each individual and the specifics of the situation to determine appropriate compensation. We will take a common sense and outcome-focused approach. We will also take into account the impact on you.
- 3.7** We will take responsibility, within reason, for any detriment or damage caused to an individual or their property/belongings by a third party (contractor) working on our behalf.
- 3.8** Compensation may take various forms and is not limited to financial payments. For example, 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.
- 3.9** Compensation will be calculated using the Housing Ombudsman’s advice and guidance.
- 3.10** Acceptance of compensation does not prevent you from referring your complaint to the Housing Ombudsman.

4. Scope

4.1 Who is Eligible?

- 4.1.1 We will consider offering compensation as recompense for service failure using our discretion, or as part of a complaints resolution from any Eastlight resident whose complaint has been upheld under our Complaints & Resolutions Policy.

4.2 Exclusions

- 4.2.1 Compensation may not be applicable under this Policy in certain circumstances. Examples of exclusions that would be considered fair and reasonable are:

- Where legal proceedings have 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
- Matters that have previously been considered by this Policy or by our Complaints & Resolutions Policy
- Matters that have already been dealt with correctly under other Eastlight policies e.g. rent, repairs – even if the outcome is out of alignment with the

resident's requests

- Claims for personal injury
- Claims for damage caused by circumstances beyond our control (e.g. through storm or flooding)
- Claims for damage or loss arising from actions or omissions of the resident (e.g. willful neglect)
- Problems caused by a third party not working for Eastlight.

4.3 Home Contents Insurance

4.3.1 We expect residents to maintain adequate home contents insurance for their furniture, decoration and personal possessions to safeguard against accidental damage, loss, fire or water damage.

4.3.2 This Policy is not intended to replace or compensate for a resident's lack of home contents insurance.

5. Compensation Types & Award Framework

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

5.2 Reimbursement

5.2.1 This will be offered where you can demonstrate quantifiable loss resulting from failure or loss of service. We may reimburse any reasonable out-of-pocket expenses that have been incurred by you due to service failures caused by Eastlight, as determined during your complaint.

5.2.2 Examples of quantifiable loss could include: increased heating bills due to disrepair, having to pay for alternative accommodation (must be pre-agreed with Eastlight), paying for cleaning, or carrying out repairs where we have failed to meet our obligations. Such costs must have been reasonably incurred, and evidence of such loss must be provided.

5.2.3 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. Where these cannot be provided, we may provide a reasonable estimate of the quantified value.

5.2.4 We will not reimburse you for loss of earnings.

5.3 Discretionary Payments

5.3.1 These may be made under this Policy to compensate for time, trouble, distress and inconvenience. The amount and type of compensation awarded will depend on the impact on you as determined during the course of the investigation. Factors we consider when deciding upon the appropriate award of compensation could include the duration of the problem and the extent or severity of the service failure.

5.3.2 We will take account of your individual circumstances and any impact that has worsened as a result of issues, such as disability, old age or the presence of young children.

5.3.3 Examples where discretionary payments may be issued could include:

- Poor complaint handling
- Delays in providing a service, e.g., undertaking a repair outside agreed timescales
- Failure to provide a service that has been charged for
- Temporary loss of amenity
- Failure to meet target response times
- Loss of the ability to use part of the property
- Our failure to follow policy and procedure.

5.4 Compensation will be reasonable, proportionate and fair. When we offer compensation, you will be sent an acceptance form which you will need to return to us **within one month**.

5.5 Compensation payments will be processed in a timely manner. Acceptance forms returned longer than one month may not be accepted, depending on the circumstances.

5.6 When determining the category of failure, we will

- **Consider your needs and circumstances:** For example, delays in repairing a heating system would have a greater impact on an elderly or disabled residents than on others
- **Assess the duration and impact of the issue:** A minor inconvenience becomes moderate or severe if prolonged without resolution. The impact of the issue should be taken into account as it has affected you
- **Evaluate the level of communication and mitigation:** If we have communicated proactively and offered alternatives (e.g., temporary accommodation or heaters), the impact might be reduced.

5.7 Levels of impact and awards are as follows:

Minor Impact
£50 - £100

These are typically defined as minor inconveniences or minor lapses that cause annoyance or distress. A single or limited number of minor failings in our service delivery, resulting in minimal detrimental impact on you, but not significantly affecting your health, safety or daily life.

Examples may include: minor administrative errors or slight delays in service provision, delayed response to non-urgent communication or inquiries, missed or rescheduled routine inspections or appointments, failure to give notice of planned appointments, and/or failure to attend when planned.

Medium Impact
£100 - £600

These are typically moderate failures that adversely affect you, such as multiple service failures or a single significant failure, with moderate impact, including noticeable discomfort, detriment or inconvenience for you.

Examples may include: unreasonable and significant delays in service provision, repeated requests for significant issues, repeated missed appointments without adequate communication or reasons, poor communication or lack of updates regarding ongoing issues resulting in uncertainty, and/or ineffective repair or incorrect fault diagnosis.

High Impact
£600 and above

These are typically cases of serious and significant service failure, characterised by repeated failures over a prolonged period that have a seriously detrimental impact on you.

Examples include: prolonged loss of essential services like heating, hot water or electricity during winter months, persistent issues particularly if they have affected your health or made your home uninhabitable, a breach of our legal obligations such as compliance failures, repeated failure to address urgent repairs leading to additional property damage or unsafe living conditions, mishandling of sensitive complaints such as safeguarding or harassment cases which have resulted in further distress, and/or eviction or legal action taken based on administrative errors (e.g., incorrect rent arrears).

6. Statutory & Regulatory Payments

- 6.1** Certain types of mandatory compensation, such as home loss, disturbance allowance and Right to Repair, are regulatory requirements and are not addressed in this Compensation Policy. Please see the relevant policies for this information.

7. Appeal

- 7.1** We have a two-stage Complaint Process. If you are unhappy with the outcome of your complaint at Stage One, then you can request to escalate your complaint to Stage Two. Please see our Complaints & Resolutions Policy for more information.
- 7.2** If you are not happy with the outcome of your Stage Two complaint, you can refer your case to the Housing Ombudsman.

8. Fairness in Compensation

8.1 Equality, Diversity & Inclusion

- 8.1.1** We make a commitment to enable you to request compensation by making reasonable adjustments and providing support to enable you to do so.
- 8.1.2** 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 considers the diverse nature of their culture and backgrounds.
- 8.1.3** This Policy complies with Eastlight's commitment to ensuring that no person or group of people will be treated less favorably than another person or group of people, and Eastlight will develop and deliver services that actively consider protected characteristics.

9. Monitoring

9.1 Continuous Learning

- 9.1.1** Eastlight's Senior Management Team will regularly review compensation awards to identify any systemic issues, serious risks or areas for improvement to Eastlight's services and internal processes.

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