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# Remedies Policy

October 2019

## 1. Introduction

- 1.1 Network Homes recognises the importance of complaints and welcomes them as a valuable form of feedback about our services. We will learn from and use the information gained from complaints to help drive forward improvements and to respond positively to our complainants' needs and expectations. We want to resolve all complaints quickly and effectively. Our aim is to resolve any problems straight away where possible.
- 1.2 When we have upheld a complaint, we will consider how we can put things right. This policy is intended to clarify the types of remedy we will consider and the circumstances under which we will consider financial compensation.

## 2 What is a remedy?

- 2.1 A remedy for a complaint is action taken that aims, as far as possible, to put the complainant back in the position they would have been in but for our fault.
- 2.2 Our approach is to be fair and consistent and to offer similar remedies for similar complaints that we uphold. However, we will consider each case on its own merits and in the light of each particular circumstance.
- 2.3 Putting things right could include:
- A face to face discussion / appointment
  - An apology
  - An explanation giving a full answer to all points raised in the complaint;
  - Action to put things right e.g. completing an outstanding repair
  - A commitment to review processes to avoid the same thing happening again
  - A commitment to review Network Homes policy
  - A commitment to carry out a publicity campaign either internally to improve knowledge in a specific area or externally to increase awareness of a specific issue.
  - Issuing guidance to staff or providing training
  - Financial compensation

## 3. Financial compensation

- 3.1 Remedies and compensation should be appropriate and proportionate. It should put the complainant back in the position that they would have been had the fault not occurred.
- 3.2 Before compensation is awarded our staff must clearly identify maladministration and evidence the injustice caused to the complainant as a direct result of our actions.

## 4 Definitions

- 4.1 **Maladministration** is a failure to do something that we say we will do or to not do it properly. Examples of maladministration are:

- taking too long to do something
- not following our own policies or the law
- failing to act when we said we would
- giving the wrong information
- treating someone unfairly

4.2 **Injustice** means that there has been an adverse consequence as a result of our actions. Examples of injustice are:

- not getting a benefit or service to which someone was entitled
- suffering financial loss
- being put to a lot of avoidable expense, trouble or inconvenience
- being denied the opportunity to comment on a particular issue
- experiencing a missed opportunity, typically to apply for something that may have been of benefit to the complainant

4.3 The **Injustice** must have been caused either wholly or partly by Network Homes or a body working on our behalf, for example a contractor.

#### 4.4 **Complainant's own actions**

4.5 It must be clear, on the balance of probability, that the complainant's own actions have not been the cause of the injustice. For example if they failed to provide access to allow us to carryout a repair, or they failed to provide documents that we required to complete an application.

#### 4.6 **Circumstances when financial compensation will be considered**

4.7 If we cannot restore the complainant to the position they were in before the fault occurred then we would consider financial compensation. This may be because of the passage of time or the nature of the events.

#### 4.8 **Circumstances when financial compensation will not be considered**

4.9 We will not normally consider financial compensation in the following circumstances:

- Any matter that can be settled via an insurance claim
- Any settlement agreed via court proceedings or where the complainant has told us that they will be pursuing a legal claim against us

### 5. **How much compensation?**

5.1 We determine the levels of compensation by the particular facts of the case and will assess the extent to which the complainant was affected by the problem. We take account of the level of distress they say they experienced and how long the problem went on for. We use three criteria to help us to arrive at a figure.

**Low Impact.** Low impact means we recognise the service has not achieved the expected standards. However, the impact on the complainant is not significant or unreasonable and therefore the compensation constitutes a token in acknowledgement of our failure to perform.

**Medium Impact.** The events have caused unreasonable inconvenience and it is clear that the service has failed to meet the required standards. Repeated failure to address the shortcoming could give rise to consideration of medium impact level of compensation.

**Major Impact.** A serious failure in service standards. It could either be the severity of the event, a persistent failure over a protracted time or an unacceptable number of attempts to resolve and address the complaint. Major impact could also apply to expenses incurred by the complainant. We will only consider expenses incurred directly as a result of the event.

We take into account the vulnerability of the affected household when calculating the level of impact. For example, where someone in the household is disabled or elderly the impact of the service failure may be more severe than it would otherwise be.

## 5.2 **Loss of heating, hot water or drinking water**

5.3 Where we have failed to provide heating or hot water for more than 7 days we will pay compensation of £20 per week provided that the loss of heating occurs during the winter months (1<sup>st</sup> September – 30<sup>th</sup> April).

***NOTE:** Where more than one statutory service is lost during the same period we would normally only make a single payment. For example where a resident is without heating and water during the winter we would award a total of £20 per week for the loss of both services.*

5.4 **Drinking Water:** Where we are directly responsible for supply of cold water and there is an interruption in supply for greater than one calendar day due to repairs a payment of £20 per dwelling will be paid until the drinking water supply is restored. In, addition the service provider will supply 2 litres of bottled drinking water per person per day.

## 5.5 **Time and trouble**

5.6 We consider the extent of inconvenience a complainant has experienced to get a resolution to their complaint. Time and trouble is not the same as delay or distress caused by our actions. In assessing whether time and trouble compensation is payable relevant factors could include:

- The length of time taken to deal with the problem and the complaint itself
- The time and effort required from the complainant
- Any specific difficulty experienced by the complainant in dealing with Network
- The degree of inadequacy of Network's response to letters, phone calls

## 5.7 **Incurred costs**

5.8 If the complainant has incurred costs solely as a result of our fault we will determine whether it would be reasonable to reimburse those costs. We do not pay for loss of earnings.

## 5.9 **Loss of value or damaged possessions**

5.10 Where the complainant is claiming that their possessions have been damaged, lost or destroyed because of our fault, we would normally expect them to make a claim off their own insurance. Where the complainant does not have insurance, we will advise them to submit a claim to our Insurance Team.

## 5.11 **Inappropriate legal action**

5.12 If a complaint investigation concludes that we have taken legal action when we should not have done so, we will consider compensating the complainant, taking into account the severity of the action taken and the impact it has had.

## 5.13 **Discretionary awards**

5.14 If we feel that circumstances of the complaint merits compensation but the circumstances do not fit within the categories outlined above, we may consider making a discretionary compensation award.

## 5.15 **Missed appointments**

5.16 Where we have booked an appointment with a resident and have failed to turn up without providing adequate notice of the cancellation we will consider awarding £10 in compensation.

## 6. **Offsetting compensation**

6.1 Compensation awards will normally be credited to a resident's rent or service charge account, where those accounts are in arrears.

6.2 Residents can ask for a refund if the compensation award places their rent or service charge account in credit.

6.3 Where a resident has suffered a monetary loss which has left him or her significantly out of pocket, for example they have paid for a hotel room when we should have provided temporary accommodation or they have replaced an item that we accept was damaged by us or one of our contractors, we will consider reimbursing them as part of the compensation award – even in cases where they have rent or service charge arrears .

6.4 The complainant will have the right not to accept the payment. They can choose to escalate to the next stage of the complaint procedure even if they accept the payment.

## **7. Equality & Diversity**

We will apply this policy consistently and fairly, and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equalities legislation