

Customer Compensation and Remedies Policy



1. Policy Statement

1.1 Clarion provides a quality housing service to its residents, with the aim of resolving issues first time. We recognise that on occasion mistakes will happen, and our services may fall below our agreed service standards.

1.2 When this happens, we will apologise and work with both the resident and our contract providers to put things right as quickly as possible. In some situations, it may be appropriate to offer compensation where a resident has incurred out of pocket expenses or unnecessary inconvenience.

1.2 The purpose of the policy is to clarify for all residents, and staff the circumstances in which residents may be entitled to compensation.

2. Scope

2.1 The policy applies to all residents (tenants, leaseholders, shared owners, and freeholders), who live in Clarion properties.

3. Policy aims and objectives.

3.1 The aims of this policy are to ensure that:

- We comply with all legal, statutory, and regulatory obligations
- We ensure fairness and consistency when considering compensation requests
- Where financial payments are appropriate, they are proportionate to the loss or inconvenience caused
- We provide a customer and resolution focused service.

4. Policy guidelines / details

4.1 Compensation payments will be considered on a case-by-case basis and where we have made mistakes, we will take ownership for them.

4.2 Examples of when compensation will be awarded include:

- Failure to keep an appointment without giving 24 hours' notice
- Repairs which have gone over target time (unless an action plan has been agreed)
- Loss of amenities or services
- Loss of use of a room for longer than our repair Service Level Agreement (28 calendar days)
- A failure in our service, 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.

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

4.4 Clarion may not offer compensation payments in certain circumstances:

- Where the problem or service failure has caused little or no problem to the resident
- For personal injury or other public liability insurance claims
- Where the resident or service user could make a claim against their insurance policy
- For claims of damage caused by circumstances beyond our control (e.g., through damage caused by storms and floods)
- For claims that should be covered by a home contents insurance policy, which you are responsible for obtaining. This includes damage to your belongings (including floor coverings) due to 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 Clarion Housing. For example, a utility company, or another resident or visitor
- When we have fulfilled our statutory and contractual obligations
- Our staff or contractors have been unable to gain access to carry out work
- We have acted reasonably and followed our policies and procedures
- For a resident's loss of earnings when taking time off work to allow access to their home for repairs to be carried out. This is an obligation in the tenancy agreement or lease.

5. Payment of compensation

5.1 Where your rent account is up to date, in credit, or you have incurred additional out of pocket expenses as a direct result of our actions or inactions, compensation will be paid to any account in your name. If your account is in arrears and you haven't incurred out of pocket expenses, we will pay your compensation directly onto your rent account. Each case will be considered on its own merits.

6. Managing Compensation Requests

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

6.1.1 **Clarion Website** – www.myclarionhousing.com/contact-us/all-other-enquiries/making-a-complaint

6.1.2 **Telephone** - 0300 500 8000 – Our phone lines are open from 8:30am-5pm Monday to Friday (10am-5pm on Wednesdays)

6.1.3 **Live Chat** from 8:30am-5pm Monday to Friday (10am-5pm on Wednesdays) – www.myclarionhousing.com/

6.1.4 **Social Media** – Facebook & X (formally Twitter)

6.1.5 **Post** – Clarion Housing Group, Reed House, Peachman Way, Broadland Business Park, Norwich, NR7 0WF

6.1.6 **In Person** – at a Clarion Hub or to a member of staff

6.2 You must make your compensation claim within six months of our failure of service 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 we believe to be fair in the circumstances. As part of our investigation, we may request supporting information from you. Failure 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. When assessing the impact of any failure, we will consider any vulnerabilities or individual circumstances.

6.6 We will make compensation payments within 28 days of the date we confirm the award.

6.7 Compensation will be awarded as part of the complaints process where appropriate. This policy is outlined separately.

6.8 Residents have twenty working days to appeal, and they can appeal only once. The Head of Service/Director of the Clarion member of staff must approve the appeal.

Date last reviewed:	April 2024
Date next review:	November 2024