

## Compensation Policy

We aim to deliver excellent services, but if something goes wrong, we will take action to understand what happened and to put things right. Putting things right sometimes involves compensation. This policy explains how we will compensate.

It applies to anyone in receipt of, or affected by, our services. This includes residents who live in our homes, non-West Kent residents who live in our neighbourhoods and people who receive our community and support services.

### Definition

Our definition of compensation is:

*Something offered by us to say sorry and put right a loss or inconvenience we have caused.*

### Our approach

This policy will mainly be used alongside our complaints policy and most requests for compensation will be considered within the complaints process. Therefore, it will follow the same principles and timescales. We will also look at our other policies, procedures and standards when deciding compensation claims. For example, if a compensation claim is for inconvenience caused by delays to a repair, we will refer to the Maintaining Your Home repairs standard.

You can discuss compensation with any staff member, and they may proactively offer compensation if appropriate.

Compensation is offered at our discretion, except where we comply with statutory obligations, and is not an admission of liability.

Circumstances in which compensation will be issued:

- **mandatory payments** - such as statutory payments for home loss/disturbance and tenant improvement
- **quantifiable loss payments** - where you can demonstrate actual loss such as damage/loss of personal items
- **discretionary compensation** - such as loss of use of part of the property, delays in providing a service and unreasonable time taken to resolve a situation. We may offer you money and/or something else instead, such as flowers or vouchers

To make a fair and transparent decision, we will:

- decide if the loss or inconvenience was caused by us

- consider whether we acted reasonably and within our timescales once we became aware of the issue
- take your circumstances and views into account
- ask for evidence (such as photos, receipts, utility bills, professional opinion)
- comply with statutory obligations
- refer to relevant case law or ombudsman decisions
- consider what's appropriate and proportionate to the loss or disadvantage
- decide what form of compensation is most appropriate (goods, services or money)
- consider alternative routes you could pursue - such as disrepair
- be consistent and act with integrity

We might not compensate for loss or inconvenience where it is:

- the responsibility of another party (for example, utility supplier, customer or member of the public)
- subject to legal proceedings
- due to circumstances beyond our control e.g. severe weather
- provided for by our other policies such as the Move or Stay Policy
- covered by our insurance (such as personal injury claims)
- not our fault and it is your responsibility to have appropriate home contents insurance in place
- notified to us more than six months after the incident occurred
- to cover loss of earnings.

### **Processing compensation**

Where a formal complaint has been raised, we will respond within **ten working days** from the point of receiving a claim, unless we have agreed a different timescale with you.

We usually make compensation payments through BACS transfer, however if you are in rent arrears, we may pay the compensation amount into your rent account.

### **Learning**

We will record all compensation. We will monitor, analyse and report performance and learning outcomes to our residents, senior managers and Board members.

### **Review**

We will review this policy in 2024 or sooner if the need arises.