

1 Scope

- 1.1 This policy covers all services given to customers by Aster. It covers discretionary and non-discretionary compensation payments to customers who are adversely affected by Aster Group's activities as a result of a failure in our service.
- 1.2 This policy does not include services related to our commercial relationships with other parties.
- 1.3 This Policy does not include compensation as a result of doing nothing or an unsatisfactory response by external contractors in respect of newly built properties during the defects period.
- 1.4 This policy acknowledges relevant regulatory requirements and legislation including:
 - Home loss payments (prescribed amounts)
 - Land compensation Act

2 Policy Statement

- 2.1 Compensation is divided into 3 categories:
 - Home loss (non-discretionary) payments
Home loss payments are a legal entitlement under Section 29 of the Land and Compensation Act 1973. A home loss payment is intended to compensate a person (customer) who must move permanently, to allow their home to be redeveloped or demolished. To qualify a customer must have had a legal interest in the property (tenancy) and must have lived in the property as their main or principal home for at least 1 year leading up to the date of displacement. Also, the property in question must have been previously acquired by Aster (currently within Asters ownership).
 - Disturbance (non-discretionary) payments
Disturbance payments may be made to customers who are required to move to another property temporarily due to redevelopment or to customers who have lived at a property less than twelve months and are required to move home permanently due to demolition. This payment is for actual, reasonable moving costs. These payments are managed by the housing neighbourhood teams.
 - Discretionary payments
Discretionary compensation for a failure of service will only be offered when a complaint has been received and the failure has been accepted. We will look to provide financial or other settlement in recognition of loss or disadvantage to a customer. This would only be considered as a result of a complaint and in line with the Complaints policy.
- 2.2 We will adhere to all legislation and regulation and will strive to deliver compensation that is fair and reasonable.

- 2.3 We will consider each claim for compensation on its evidence and decisions will be based on individual circumstances, considering all supporting evidence including, but not exclusive to, photographs, police logs, and witness statements
- 2.4 We will not compensate for damage or lack of service caused by a complainant's (customer's) negligence.
- 2.5 A compensation procedure and guidance will support this policy to make sure that all compensation requests are dealt with consistently and payments are made in an appropriately timed fashion. On complaint letters, at the point of offer it is explained that it can take up to 2 weeks to process an accepted claim through the Finance department.
- 2.6 In addition to this policy we will comply with any additional conditions set out in individual tenancy agreements, such as compensation relating to Right to Repair and Right to Improve.
- 2.7 We will consider all recommendations relating to compensation made by the Housing Ombudsman and comply with any orders made.
- 2.8 Discretionary compensation payments will be considered following service failure. We will look to provide financial or other settlement in recognition of loss or disadvantage to a customer.
- 2.9 Any failure of service will be judged based on published service standards of those services that we provide. Where no service standards exist, or where they are not clear, we will consider what is reasonable to decide if the service received was acceptable.
- 2.10 Levels of discretionary compensation will be judged according to the evidence and will be determined as follows:
- The replacement of damaged items will be on a like for like basis. We will consider the age of the item and consider the possibility of replacing with pre-owned items, or items, of an equal value.
 - Every effort will be made to replace the item, including delivery charges. Financial payments for discretionary compensation will be considered if this cannot be achieved and paid by cheque or BACS payment.
 - The cost of a service that has failed will be defined by the relevant service charge and/or a proportion of rent.
 - Where payments are to be offered, consideration will be given to adding the payment to the customer's account where there are arrears and where such action will not have a disadvantaged impact on the customer.
 - All claims for injury or ill health will be dealt with via a Personal Injury Claim in consultation with Aster's insurers and not through Aster's complaints or compensation procedure.
 - On occasions financial compensation for inconvenience and distress is appropriate following a failure of service. Where this is the case, guidance is provided in the compensation procedure/guidance document.

- 2.11 If Aster’s complaints process has been exhausted and a customer remains dissatisfied with the outcome, they can ask the Housing Ombudsman to investigate their complaint or they can refer their complaint to a Designated Person. Aster has a Designated Complaints Panel (DCP) acting in the role of a Designated Person. The DCP is a panel made up of customers who are volunteers, act independently and are registered with the Housing Ombudsman Service. They will assess the resolution offered by Aster and may make recommendations to try and reach a resolution for unresolved complaints.

3 Monitoring and Review

- 3.1 We will regularly monitor compensation payments made, reporting this periodically to the Housing Leadership Team and/or SLT.
- 3.2 Senior leaders will be kept informed of claims for compensation which may present a financial or reputational risk to the business.
- 3.3 Records for the types and amounts of compensation payments made will be kept for audit purposes and to monitor if any unintentional bias has taken place.
- 3.4 The effectiveness of this policy will be scrutinised after 12 months by *Customer Experience Panel*
- 3.5 This policy will be reviewed every 3 years as a minimum, unless business need or change in regulation or legislation prompt an earlier review.

4 Related Policies and Procedures

- 4.1 Complaints Policy
- 4.2 Compensation Procedure
- 4.3 Compensation Guidance
- 4.4 Customer Decant Procedure
- 4.5 Honesty Policy
- 4.6 Diversity & Inclusion Policy

5 Governance			
Effective From:	03/12/2020	Expires:	03/12/2023
Policy Owner:	Customer Experience & Strategy Director		
Policy Author:	Policy, Training and Compliance Manager		
Approved by:	<i>Customer Experience Panel</i>		
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