THE ABBEYFIELD BASILDON SOCIETY LIMITED

Compensation Policy

1. This policy sets out the approach taken by Abbeyfield Basildon (Abbeyfield) in assessing the circumstances in which compensation may be payable to residents and in deciding the amount payable.

2. Compensation may be payable where a complaint by a resident under the Complaints Policy is upheld.

3. In many cases, an apology, alongside rectification of the issue which caused the complaint to be made, will be sufficient. However, there may be some cases where Abbeyfield considers it appropriate to offer compensation in addition. Compensation may not always be of a financial nature. It can also be made by way of repair or replacement or a gesture of goodwill.

4. We aim to ensure a fair and transparent approach to the assessment of any compensation. As per the Housing Ombudsman guidance, we set out the circumstances in which compensation may be payable. There are quantifiable loss payments where a resident can demonstrate actual financial loss and discretionary payments for trouble/distress and inconvenience where there is no actual financial loss. There could also be a combination of the two.

5. Each complaint or individual claim for compensation will be considered on its own particular merits. Where an offer of compensation is to be made, this will be set out in writing, clearly explaining the reason for the offer and how it has been assessed. An offer of compensation will not constitute an admission of legal liability. If a resident accepts an offer of compensation, they may be required, as a term of the offer, to sign an acceptance of the offer in full and final settlement of the complaint.

6. If a resident wishes to appeal against a decision made regarding compensation, they can do so in writing to a Trustee within 28 days of receiving an offer. Any appeal will be considered by the Board of Trustees and responded to in writing.

7. This policy does not cover the following:

a) Insurance claims. Substantial claims against the organisation, our agents or contractors will be dealt with through relevant employers or public liability insurance in force at the time of the incident and this means they may be handled directly by insurers and/or legal advisors. Personal injury claims will always be referred to our insurers for investigation and are out of scope of this policy.

b) Disrepair claims. We will always attempt to resolve disrepair issues by following our complaints process to achieve an early resolution. Any claims which are not resolved in this way and progress through legal channels are not dealt with under this policy.

8. There will be circumstances when compensation will not normally be considered. These include circumstances where:

• the loss or damage is caused by you or made worse by your inaction. This includes failure to report a repair promptly.

• loss or damage was caused by a visitor of yours.

• the problem or service failure has caused little or no issue for you.

• you failed to cooperate with us.

• we could not have foreseen the issue.

• we acted reasonably to mitigate any loss or damage.

• the service or facility is unavailable because of severe weather conditions or other actions outside of our control, for example a pandemic or times of local or national disruption.

• damage is caused by circumstances beyond our control (e.g. through storm or flooding).

• evidence of the damage to goods or loss is not available or provided.

• the loss or damage arises from an alteration or repair which you have carried out or arranged yourself.

• the loss or damage is due to the acts or negligence of a third party.

• we have acted reasonably and complied with our legal and contractual liabilities.

• damage is covered under a resident's contents insurance.

• personal possessions are lost, stolen or damaged through no fault of ours.

9. Quantifiable loss payments where a resident can demonstrate actual loss.

An example of this might be where a complaint is upheld over damage to an item of property where there is evidence of the financial loss incurred by the resident-for example, a dry-cleaning bill or a receipt for a replacement item. Any costs must be evidenced and have been reasonably incurred.

10. Discretionary Compensation.

We may decide that, through our actions or inaction, we have caused a resident to experience stress, upset or inconvenience and, as such, may look to compensate them for this. We may, on a case-by-case basis, consider making a monetary payment as a gesture of goodwill where a service delivery failure has caused inconvenience, stress or disturbance. Failures could, for example, include incidents of:

• poor complaint handling.

• delays in providing a service e.g. in undertaking a repair.

• failure to provide a service that has been charged for.

• temporary loss of amenity.

• unreasonable time taken to resolve a situation.

11. In some circumstances, it may be appropriate to offer a combination of a financial compensation payment and a service defect remedy, but only if this is acceptable to, and agreed by, the resident as part of their complaint resolution.

12. An offer of compensation might take the form of offering a rent reduction for a defined period.

13. We reserve the right to choose, sometimes without acceptance of fault, to offer a compensation payment. Any offer of compensation must be authorised by the Trustees.

14. The level of compensation offered will be determined by the Trustees on a case-by-case basis but the Trustees will give due consideration to the Housing Ombudsman's guidance for financial remedies when making complaint determinations (as detailed at:

https://www.housing-ombudsman.org.uk/centre-for-learning/key-topics/our orders/ombudsmans-policy-and-guidance-on-remedies/).

So, for example:

a) For a service failure of short duration which we did not appropriately acknowledge but causing minimal negative impact for the resident, we would consider an offer of between £50 and £100.

b) If we considered that a complaint had been handled poorly resulting in some distress/upset to the resident, we would consider an offer of compensation of between £100 and £600.

c) If we considered that there was more serious maladministration with not putting things right which caused a significant detriment to the resident but no permanent negative impact, we would consider an offer of compensation of between £600 and £1,000.

d) If we considered that there was very serious maladministration with not putting things right over a period of time which caused a significant detriment to the resident with a long-term negative impact, we would consider an offer of compensation in excess of £1,000.

This policy has been approved for issue by the Trustees of The Abbeyfield Basildon Society Limited, registered charity number 262505.

Date: 16 June 2025