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**ORBIT**

## **COMPENSATION POLICY**

### **Scope:**

This policy sets out the grounds and basis upon which compensation may be awarded in relation to service failure to customers and statutory obligation. This policy excludes incidents of personal injury which should be dealt with in line with insurance procedures

### **1. INTRODUCTION**

Orbit aims to provide an excellent service to all its customers, however, we recognise that there are times when our service fails to meet the high standards we have set. If we fail to meet the level of service set out in our published standards, we aim to put things right. At times this may involve paying compensation.

### **2. POLICY STATEMENT**

Orbit will consider compensation for

- All statutory obligations - applies to customers in rented properties
- Discretionary payments - applies to all Orbit customers including those who live next to a property owned or managed by Orbit. .

It does not include customer organisations with whom we have a business contract to provide a service. Service failure in such cases will be dealt with under the terms of the contract.

The policy will not include service failures which are:

- The fault of a third party such as a utility company – electricity, water, gas etc.;
- Beyond our control - e.g. severe weather or where we have advised customers in advance that a service will not be available;
- Insurance claims relating to financial loss, damage to third party property or personal injury which will be dealt with in accordance with the insurance procedures and/or contract preliminaries;
- Subject to tribunal or legal proceedings.

Orbit will consider each claim on its own merits and, while compensation may sometimes be appropriate, customers will have no automatic right to compensation unless it is statutory. Practical solutions will be the main remedy.

At all times Orbit will aim to make compensation payments in line with our procedure in order to ensure that payments are kept at a minimum so that the money can be spent for all of our customers benefit rather than a few.

### **3. STATUTORY OBLIGATIONS**

**This section of the policy applies in full to customers in rented properties.**

#### Right to Repair

Orbit will comply with the Right to Repair provisions contained within section 121 of the Leasehold Reform, Housing and Urban Development Act 1993. A list of qualifying repairs and timescales are outlined in our [Compensation under the Right to Repair and under the Right to Improve Policy](#)

#### Compensation for planned or necessary disturbance

We will compensate where we have to move customers for major planned works or in an emergency. This includes disturbance payments for Home Loss. Further details are available in our [Decanting Residents Home Loss Disturbance Payments Policy](#).

#### Right to Payment for Improvements

Orbit has procedures where customers can claim a payment for certain specified improvements which they have carried out during their tenancy. The customer must have written permission for the improvement from Orbit otherwise the payment will not be payable. For further details please refer to [Compensation under the Right to Repair and under the Right to Improve](#)

### **4. DISCRETIONARY COMPENSATION**

#### **4.1 Compensation for damage to property (Reparation)**

Orbit may pay compensation where a customer has incurred damage to property that they own or personal belongings if:

- The damage is a direct result of Orbit's actions such as accidental damage;
- As a result of an event or incident in another property owned by Orbit, where the event or incident is Orbit's fault.

#### **4.2 Compensation for Orbit's service failure (Reparation)**

Orbit may pay compensation where the standard of service provided by Orbit or its staff is considerably below the standard that could be reasonably expected. This compensation is at Orbit's absolute discretion and will only be authorised if the customer has been substantially inconvenienced or incurred financial loss. Compensation of this nature will normally be considered as a result of the complaints process. If compensation is considered the following factors should be taken into account:

- Exceptional worry, distress or inconvenience has been caused by the events;
- Specific financial losses have been incurred;
- A customer has had to live in poor conditions for longer than is reasonable due to our failure to deal satisfactorily with repairs that are the landlord's responsibility.

- Compensation **will not** be paid for missed appointments. We will seek to give 24 hours notice of a cancellation. Equally we will not charge customers for missed appointments with contractors and staff.

#### 4.3 Customers that owe a debt to Orbit

Customers who owe money to Orbit, such as rent arrears will have any entitlement to compensation offset against such sums.

#### 4.4 Appeal

Customers cannot appeal if the only reason is the level of compensation that has been awarded.

#### 4.5 Customer responsibility

It is customers' responsibility to have home contents insurance and we expect them to claim on this insurance where it is appropriate to do so. This policy is not intended to replace or compensate for the lack, on a customer's part, of contents insurance.

If customers believe that Orbit or a contractor working on behalf of Orbit, is liable for damage they should normally claim for compensation within one month of any incident. They can claim in writing, by phone, in person or by email.

Orbit reserves the right to make a compensation payment directly into a customer's rent account if rent or any other debt is outstanding.

### 5. **EQUALITY AND DIVERSITY**

As an organisation, we believe that equality matters. That staff, customers and partners should be treated as individuals and with fairness and respect. We believe that diversity of people their skills, experiences and abilities is a strength that helps us as an organisation achieve best the we can.

We will ensure that these principles are applied fairly and consistently to all our staff, customers and partners by ensuring that:

- We will not directly or indirectly discriminate against any person or group of people because of their race, religion / faith, gender, disability, age, sexual orientation or any other grounds set out in our [Group Equality and Diversity policy](#).
- Our services are relevant, responsive, accessible and sensitive to the needs of our existing and future staff, customers and partners.
- We comply with all the legal requirements in particular the Equality Act (2010) and Human Rights Act (1998) and to go beyond these legal requirements. With regard to the Human Rights Act we are particularly mindful of role Housing Associations have to play in respecting Article 6 Right to a fair trial; Article 8 Right to respect for private life, family life and the home Article 14 Prohibition of discrimination.

### 6. **EQUALITY IMPACT ASSESSMENT (EIA)**

We have conducted an EIA please click [here](#) for further details.

### 7. **CONFIDENTIALITY AND INFORMATION SHARING**

We will only share information as outlined in our [Data Protection Policy](#).

**8. MONITORING AND ACCOUNTABILITY**

8.1 The respective Orbit Boards/ Committees will be responsible for ensuring that this policy is implemented in full.

8.2 Members of Orbit will monitor the effectiveness of this policy and recommend policy changes to improve service delivery.

**9. REVIEW**

We aim to carry out a fundamental review of this policy every three years.