

Compensation Policy

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1 Aims

1. This policy aims to define the circumstances where compensation will be considered by Jigsaw Homes Group.
2. To compensate in circumstances where:
 - Complies with statutory and regulatory obligations.
 - Customers have suffered financial loss, or suffered significant inconvenience as a result of service failure.
 - It is an appropriate and proportionate response to a failure on our part.
3. To offer redress that is:
 - Fair, when considering the specific circumstances of the case.
 - Appropriate and proportionate to the severity of the service failure taking into account the impact of the action or behaviour of the customer as well as the landlord's actions.
 - Flexible, considering different remedy solutions.

2 Scope

4. The policy applies to all customers of Jigsaw Homes Group affected by an activity or service carried out by Jigsaw Homes Group.
5. Some services we carry out are contracted to or by us to deliver with partnership organisations or contractors. Compensation relating to these services may go through different processes.

3 Policy Statement

6. There are three types of compensation covered by this Policy:
 - Mandatory payments (Jigsaw Homes Group is obliged to pay in certain circumstances in accordance with the law or regulation)
 - Quantifiable loss payments
 - Discretionary payments

4 Circumstances when We Will Not Pay Compensation

7. We will not make compensation payments in certain circumstances. For example:
- where the fault/problem is caused by a third party not working on Jigsaw Home Group behalf or is something we are not responsible for.
 - where a claim should be made on home contents or buildings insurance.
 - where the issue was caused because of negligence by the customer or their failure to comply with the terms of their tenancy or lease such as not providing access to complete work required.
 - claims for personal injury.
 - claims for damage caused by circumstances beyond Jigsaw Homes Group control e.g. storm damage or flooding.
 - where there is, or has been, a payment ordered by a court or competent tribunal in respect of the same issue.
 - where work is required at a property and full communication of an action plan has been provided in advance and Jigsaw Homes Group has kept to that plan.
 - Certain repair work we carry out may damage a customer's decorations. We may attempt to make good decoration damage or issue decorating vouchers, however in these cases, we would not offer additional compensation.
 - We do not compensate for loss of earnings. However, there may be circumstances when it is appropriate to pay compensation in recognition of inconvenience caused, for example where repairs appointments are repeatedly missed or fail to resolve the repair issue.
 - Where a customer is taking legal action against Jigsaw Homes Group, for example through a personal injury or disrepair claim, which involves a compensation claim, the case will be managed by solicitors and not considered under this policy.
 - We reserve the right to reject a request for compensation where we consider there has been an unreasonable delay in making the request.

5 Mandatory Compensation

5.1. Home Loss and Disturbance Payments

Home Loss

8. Home Loss payments may be made to tenants who have lived in their property for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition of their home.

9. Payments will be as prescribed by the home loss payments regulations in force at the time of the loss.

Disturbance

10. Disturbance payments may be made to people who are required to move by Jigsaw Homes Group to another property on a temporary basis or to people who have been a tenant at a property for less than twelve months and are required to move home permanently. Any offer of compensation would be made to address reasonable moving costs that are substantiated with evidence of actual estimates and / or receipts.
11. There will be no compensation entitlement where the tenant has decided to move, for example moves following bids or direct exchanges.

5.2. Right to Repair

12. The Right to Repair scheme covers specific repairs, known as 'qualifying repairs' which cost less than £250, is likely to jeopardise the health and safety of the tenant and should be done within a set time limit. If Jigsaw Homes does not carry them out within the time limit, there may be an entitlement to a monetary form of compensation unless a different solution is found.
13. If the repair is not completed within the timescales, a customer may be entitled to £10 plus £2 per day for every day the repair remains outstanding up to a maximum of £50 unless another remedy is accepted.
14. There is no entitlement to any compensation if repairs were obstructed, it was unsafe to carry out the repair, or access could not be gained or was refused.

5.3. Improvements Carried out to the Home

15. Tenants who have carried out some types of improvements to their home, for example, a new kitchen or bathroom may be entitled to compensation on tenancy termination. To qualify, tenants must have fully complied with the following conditions:
 - Our written permission was requested and obtained.
 - All building regulations and planning permission consents were obtained (if applicable) and fully complied with.
 - The improvement was post inspected by us and was to an acceptable standard
16. Claims for compensation shall be made in writing, within the period commencing 28 days before, and 21 days after, the tenancy coming to an end, and should contain sufficient information to enable us to calculate the amount of compensation payable.
17. We will respond to a claim for compensation within 28 days of the date of the claim.

18. The amount of Compensation payable for a qualifying improvement shall be calculated on the basis of the tenants' costs depreciated over the notional life of the improvement, using the formula:
19. $C \times (1 - y / n)$
20. C = cost of improvement work from which will be deducted the amount of any grants received by the tenant.
21. n = notional life of the improvement
22. y = number of years starting on the date on which the improvement was completed and ending on the date the tenancy ends. Part of a year shall be counted as a whole year.
23. Compensation will not be paid where the level is less than £50 or greater than £3,000.

6 Quantifiable Loss Payments

24. These payments are considered in cases where a customer can demonstrate actual financial loss as a result of failure on our part. Examples may include, increased utility bills due to disrepair, having to pay for alternative accommodation or carrying out repairs where we have failed to meet our obligations.
25. Costs must have been reasonably incurred and evidence of the loss must be provided.

7 Discretionary Payments

7.1. Damage to Personal Property and Belongings

26. Tenants are responsible for arranging insurance for their home contents and the Association works in partnership with an insurance provider to promote a tailored product. Tenants should seek redress from their insurance provider following accidental damage to items such as furniture, belongings and decorations from events such as fire, theft, vandalism and floods including burst pipes.

7.2. Service Failure

27. We may compensate customers where a failure on our part has been shown to cause the customer time and trouble, inconvenience and distress. Examples may include:
 - Failure to attend an appointment without giving reasonable notice, we may pay compensation per missed appointment.
 - Where rooms within the tenancy are uninhabitable as a result of Jigsaw Homes not meeting repairing obligations. Compensation will be calculated based on the number of rooms affected as a proportion of the total rooms in the property, the weekly rent and the duration of the problem. Compensation will not be payable

where rooms are unusable as part of an improvement programme to which the tenant has agreed, although it may be considered where work extends past the agreed date.

- Failure of services covered by a service charge. We may pay compensation for service charges payable in a period that the service was unavailable.
- Failure to follow policy and procedure.
- Unreasonable time taken to resolve a situation.
- Poor complaint handling.

8 How Compensation Claims Are Assessed

28. Factors we will take into account when deciding on appropriate redress include:
29.
 - The duration of any avoidable distress or inconvenience.
30.
 - The severity of any unfair impact - Minor, moderate, severe.
31.
 - Actions by the customer or the landlord which either mitigated or contributed to actual financial loss, distress, inconvenience or unfair impact.
32.
 - The level of rent or service charges.
33. Compensation calculations are always based on what we consider to be fair taking into account the particular circumstances of the case being considered. We do not limit our discretion by setting minimum and maximum amounts.
34. In addition to monetary payments there are other remedies we may consider to put a situation right. These can include practical actions such as undertaking certain repairs or redecoration which would otherwise be the tenant's responsibility and gestures of goodwill such as vouchers, making good decoration or a small payment in recognition of hardship where we are not at fault. Payments in these circumstances are not an admission of liability but are designed to restore good relations - even if compensation is not being claimed. The value would normally be no more than £50.

9 Payment of Compensation

35. Any monetary offer will normally be offset against any existing debt owed to the company (rent arrears, court costs or rechargeable repair costs) unless it is a compensation order awarded by The Housing Ombudsman. These orders will be treated separately.
36. Where debt is not owed to the company, monetary compensation payments are normally paid by bank transfer.
37. Requests to appeal or accept any offer of compensation must be made within one month from the date of the offer being made.

10 Request for Compensation from a Contractor Working on Behalf of Jigsaw Homes Group

38. Where we receive a request for compensation for the actions of another person or company, such as a contractor working on our behalf, we will actively enforce any contractual provisions and where appropriate, pursue the request on the customer's behalf.

11 Identification of Compensation Events

39. Events where customers qualify for compensation can be identified by staff or customers (i.e. the responsibility for claiming compensation does not lie exclusively with the customer, as this could disadvantage some groups of customers who are less able to assert their rights). They may arise as a result of a complaint investigation or during the day-to-day delivery of services.
40. An exception is compensation for improvements carried out to the home, for which the tenant must make a claim in writing providing the necessary supporting evidence.

12 Partnership Working

41. When considering appropriate redress we refer to Housing Ombudsman guidance on remedies to help us deliver this Policy.
42. The Housing Ombudsman Guidance on Remedies can be found on the website <https://www.housing-ombudsman.org.uk/wp-content/uploads/2022/09/Policy-Remedies-September-2022.pdf>

13 How to Make a Compensation Claim

43. Customers can make a claim in several ways:
- by telephone or in person
 - in writing by letter or email
 - as part of any complaint investigation
44. If you require assistance in making a claim for compensation you can contact us at Complaints@jigsawhomes.org.uk

14 Help with Making a Complaint

45. If you require support to make a claim for compensation, please contact us and ask for the Chief Executive's Department. We will assess customer needs on the specific circumstances of each case in line with the Equality Act 2010.

15 Monitoring and Delivery

- 46. This policy will be reviewed a minimum of once every three years, unless changes in statute, contract, or regulatory code and guidance require otherwise.
- 47. The Group’s Head of Chief Executive’s Department will have responsibility for the implementation of this policy.

16 Legislation and Regulation

- Equality Act 2010
- Right to Repair
- Right to compensation for improvements
- Home loss and Disturbance Payments (Land Compensation Act 1973 as amended by the Planning Act 1991)
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Regulatory standards
- Data Protection Act 2018/General Data Protection Regulations

17 Related Policies and Procedures

- Complaints Policy
- Responsive Repairs Policies and Procedures

18 Glossary

- 48. N/A

19 Document Control

Responsible Officer/s:	50. Brian Moran, Group Chief Executive Sarah Chilton, Head of Chief Executive’s Department
Date of Approval:	6th February 2024
Approved by:	Executive Management Team
To be Reviewed Every:	[three years]

Creating homes. Building lives.

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