SAXON WEALD

COMPENSATION AND REMEDIES POLICY

First Approved: July 2001 **Author: Rachel Richards**

Last Revision: May 2026 **Next Review: May 2029**

1.0 Introduction

1.1 Where a customer is adversely impacted by our actions or lack of action, it is essential we provide a fair and proportionate remedy.

1.2 This policy follows the principles established in the Housing Ombudsman's compensation guidance (February 2026). It sets out what remedies are available, when we should pay compensation and how to calculate an appropriate sum.

2.0 When a remedy is needed

2.1 Circumstances where a remedy or compensation payment may be appropriate include:

- We have not delivered a service to our published standard.
- We have failed to provide a service for which a customer has been charged.
- We have not handled a complaint in line with our policy
- Our communication with a customer has been inadequate.
- A customer has experienced financial loss due to our actions or inactions.
- A customer is unable to use part of their home or loses access to essential amenities.

3.0 Types of remedy

3.1 The type of remedy that is appropriate will depend on the circumstances of each case. This may include some or all of the following:

- A sincere apology, which acknowledges failings and includes details of how we will prevent a recurrence of the issue.
- A specific action, for example, completing a repair or undertaking works. This must include timescales for completion.
- Reviewing a decision on a policy or practice.
- Financial compensation.

4.0 Circumstances when we will not pay compensation

4.1 Compensation payments will **not** usually be made in the following circumstances:

- Claims for personal injury will be referred to our insurers.
- Claims for damage or delays caused by circumstances beyond our control, e.g., severe weather.
- Where the problem has been caused by a customer, member of their household, visitor, or a third party not working on our behalf.
- Where a delay or lack of service results from a customer's failure to co-operate, e.g., provide access to enable work.
- Where a customer does not take reasonable steps to limit or mitigate damage, e.g., failure to report a leak.
- Where the issue has not been brought to our attention within a reasonable timeframe (usually 12 months).
- Where a customer has decided to pay for work to be carried out by a third party, without giving Saxon Weald the opportunity to resolve the problem.

4.2 We will not pay claims for loss of earnings or annual leave. This is because our tenancy agreements require customers to provide access for works to be carried out. However, we will consider payments for distress or inconvenience in circumstances where a customer has had to take an unreasonable amount of time off work. For example, where appointments have been repeatedly missed or where we have failed on multiple occasions to resolve a repair.

4.3 Customers are responsible for their own home contents insurance to insure them against accidental damage, loss, fire or water damage. We expect customers to claim on this insurance where appropriate. Where damage has been caused directly as a result of our actions or omissions, we will consider paying the excess or reimbursement without the need for a customer to make an insurance claim.

5.0 Gestures of goodwill

5.1 A goodwill gesture, such as a bunch of flowers, may be made where the customer has experienced difficult or upsetting circumstances, regardless of whether it was due to a failure on our part. Such gestures will be carefully considered to ensure they suit the situation.

6.0 Quantifiable loss

6.1 If the customer has experienced financial loss or incurred expenses due to our actions or inactions, this must be considered as part of the remedy. We will need to see evidence of the costs and agree that they have been reasonably incurred.

6.2 Where the customer is unable to provide evidence, Saxon Weald will consider, based on the balance of probabilities, whether a loss has occurred. We may pay an amount in recognition of these costs.

6.3 Where we move a customer to temporary accommodation that does not have cooking facilities, we will pay up to £35 per person per day for meals. We will not cover the cost of any alcohol consumption.

6.4 We will not usually pay compensation for interest on quantifiable financial loss. We may consider this in exceptional cases where the delay was more than six months and the loss more than £1000. The interest would be calculated on the average CPI (Consumer Prices Index) for the period in question.

6.5 Our complaints process is easy to access and well publicised. Therefore, we would not usually reimburse the costs where a customer has chosen to get advice from a solicitor or other professional to help them pursue their complaint. We will consider such costs where a reasonable adjustment is needed, such as paying a support worker to assist someone with a learning disability to make their complaint.

7.0 Loss of use of property

7.1 We will consider awarding compensation where a customer has experienced prolonged loss of use of part of their home. We will base this calculation on the level of rent charged. This is not a rent refund and is unconnected to the source of rent paid. We will not pay compensation based on rent charged where we have provided alternative accommodation.

7.2 The start date for compensation is the date the customer reported the issue, minus the reasonable repair period (usually 28 days). We consider the following spaces to be relevant when deciding a level of compensation:

Living room or bedroom	20% of weekly rent
Kitchen or bathroom	30% of weekly rent
Bathroom where an additional toilet is available	20% of weekly rent

8.0 Payments for specific service failures

Issue	Consideration	Amount
Loss of heating and/or hot water	• Where we were aware of loss of service and failed to restore it within relevant timescales. Compensation starts from the end of this timescale. • Compensation is not awarded where we have provided reasonable alternative heating, although we will cover increased costs of using temporary heaters.	£15 per day for complete loss. £8 per day for loss of one service.

Issue	Consideration	Amount
Loss of power	• The loss must have resulted from our service failure, and where we have failed to restore power within relevant timescales. Compensation starts from the end of this timescale. • Compensation is not payable where the loss was due to planned works, where reasonable notice was given, and works were completed on time.	£10 per day for complete loss. £10 per week for loss of lighting only. Compensation for additional loss, such as perishable food or need to purchase meals, should be considered additionally under quantifiable loss.
Missed appointments	• Where we miss an appointment without giving reasonable notice,(the Ombudsman suggests 24 hours is reasonable notice), where we did not comply with reasonable adjustments so the appointment could not go ahead, or where we were more than two hours late. • Compensation will not be given where the customer missed reasonable notification of the appointment or did not give access to the home.	£15 per missed appointment. Where the impact on the customer is significant due to repeated failure, additional compensation may be given (see section 10).

9.0 Compensation for complaint handling

9.1 There may be times where our handling of a complaint doesn't meet our policy requirements and causes an adverse impact for the customer. This may include:

- Failure to log a complaint.
- Delays at each stage of the complaint procedure, especially where this delays a resolution of the substantive issue.
- Failure to address all the points of the complaint.
- Time and trouble expended by the customer in chasing complaint responses.
- Unprofessional or unsympathetic complaint responses.
- Failure to adhere to the Housing Ombudsman's complaint handling code.

9.2 The following guidance should be used to determine what compensation may be due to the customer in these circumstances. An apology and acknowledgement of learning should be included as standard.

Compensation	**Guidance**
Apology only	Short duration, minimal inconvenience and usually a single incident. Did not affect the overall outcome for the customer.
Up to £50	Low impact and short duration may include minor delays in addressing the complaint. Might include distress, inconvenience, disappointment or loss of confidence.
Up to £100	Customer is adversely affected by our complaint handling, but there is no permanent impact.
Up to £250	Customer experiences a significant physical and/or emotional impact as a result of poor complaint handling.

10.0 Discretionary payments

10.1 A discretionary payment may be made to recognise the inconvenience or stress experienced by a customer, or to balance the level of dissatisfaction a customer may feel as a result of a service failure.

10.2 Each case will be considered on its merits. The following considerations must be taken into account:

Severity and duration of problem	• Has the customer been adversely affected by our actions or omissions? • How severe is this impact? • How long has any avoidable distress or inconvenience continued?
Distress and inconvenience	• Has the problem caused other impacts for the customer such as distress, shock, embarrassment, uncertainty or inconvenience? • Have we raised their expectations with wrong information, leading to disappointment? • Has there been an impact on the use of their home or on their family life? For example, children have had to share a bedroom.
Time and trouble	• Has unreasonable effort been needed by the customer to resolve the problem? • Have we failed to progress a complaint? • Have we failed to respond to reasonable contacts or provide adequate communication? • Have we failed to attend appointments or complete agreed actions?
Household circumstances	• Does the customer or their household have any disabilities, vulnerabilities or other circumstances (e.g., overcrowding) that mean they were more adversely affected by the failing? • Has the customer been treated unfairly compared to others?

	• Have we acted on reasonable adjustment requests?
Restoration	• Is it possible to restore the customer to the position they would have been in if it wasn't for the service failure? What remedy would be needed?

10.3 Once the staff member has considered the above, they can use the following table as a guideline of what may be an appropriate payment. If there is more than one issue in a case, it may be appropriate to offer multiple amounts, for example, £500 for the main issue and £50 for a more minor element. Payments for any quantifiable loss should be added to the discretionary amount.

Level of impact on customer	Description	Payment guide	Approval
Low impact	Minor failure in our service. Low impact and short duration. This might include inconvenience, disappointment, time and trouble.	Up to £100	Any staff member
Medium impact	The service has significantly failed to meet our standards. Moderate degree of disruption, inconvenience or distress. Repeated failure of a minor issue.	£100 - £600	Service manager, including all stage one complaint handlers
High impact	A failure that has had a substantial physical/emotional impact on the customer. They will have suffered a considerable degree of inconvenience or distress.	£600 - £2,000	Head of Service / Assistant Director
Severe detriment	There has been a serious failure in service that we have responded poorly to, and that has had a severe long-term detrimental impact on the customer.	£2,000+	Executive Director / Chief Exec

11.0 Mitigating factors

11.1 It is appropriate to consider whether a customer's actions have contributed to the situation. This may mitigate or reduce the level of compensation we offer. Examples include:

- Where the customer failed to communicate clearly or respond to us.
- Where the customer failed to bring the matter to our attention within a reasonable timeframe, especially where this has led to further damage.

- Where a customer refuses help to make a coherent complaint.
- Where a customer repeatedly refuses access to the property.
- Where a customer pursues a complaint in an unreasonable or excessive way.

12.0 Statutory payments

12.1 We will fulfil all statutory obligations in relation to payments customers are legally entitled to receive. Most commonly, this is a home loss or disturbance payment, payable when a customer is displaced. Guidance on this is included in our Lettings Policy.

13.0 Timescales and payments

13.1 Compensation claims will follow our complaint handling timescales. A customer will, therefore, usually have a response within 10 days of raising the issue. If we need further time to investigate, we will discuss this with the customer and give an indication of when they can expect a response.

13.2 If the customer wishes to appeal the offer, this should be managed as a stage two complaint and follow our complaints policy accordingly.

13.3 Where compensation is agreed, the money will usually be paid via bank transfer. We may pay in cash or with vouchers in exceptional circumstances. The manager agreeing the compensation is responsible for obtaining the customer's bank details for payment and should make a one-off payment request via eBis (Saxon Weald's finance system). The payment will usually be made within 10 working days of the offer being accepted.

13.4 If the customer has an outstanding debt with Saxon Weald, the compensation will be used to offset this in the first instance, unless there are exceptional reasons to the contrary. We will not offset debts from disturbance or quantifiable loss payments, or compensation orders made by the Ombudsman.

14.0 Value for money, monitoring and review

14.1 The Customer Experience team will monitor compensation payments to ensure consistency of approach and appropriate use of compensation awards. Total amounts of compensation paid will be reported in our annual complaints report.

14.2 This policy will be reviewed every three years in accordance with our policy review timetable or in the interim period if any legislative or regulatory changes require it.

15.0 Equality and diversity

15.1 Equality and diversity affect all aspects of our business and, as such, their principles are integral to everything we do. As a landlord and an employer, Saxon Weald aims to recognise and respond positively to people's differences, while providing equality of opportunity in relation to the services and careers we provide and support.

15.2 We will make reasonable adjustments in the implementing of this policy. For example, when considering the level of impact on a customer, we will consider whether there are any individual circumstances that we were aware of that could have worsened the situation. This may result in an increased compensation offer.

Version	Amendment	By	Date
7.0	Three-year review	Rachel Richards	Feb 2021
8.0	Three-year review: • Guidance on quantifiable loss extended • Guidance on discretionary payment considerations expanded • Suggested payment amounts increased	Rachel Richards	Feb 2024
9.0	Reviewed in line with Ombudsman compensation guidance: - Set payments for repairs failures identified. - Payments for complaint handling failures identified. - Set payments for loss of use identified. - Compensation calculator added.	Rachel Richards Assistant Director of Customer Experience	May 2026

Appendix 1 – Compensation calculator

Type of payment	Consideration	Amount
Quantifiable loss	Costs that have been reasonably incurred.	
Loss of use of a room	Based on percentage of weekly rent.	
Payment for specific service failures	• Missed appointments: £15 per appointment. • Loss of heating/hot water: £15 per day for both, £8 per day for one. Heating element not paid where we provide temporary heating. • Loss of power: £10 per day. • Loss of lighting: £10 per week.	
Compensation for poor complaint handling	• £50: low impact/short duration. • Up to £100: customer adversely affected but no permanent impact. • Up to £250: significant impact.	
Discretionary payment for service failure: to be calculated for each issue in the case	• Up to £100: Minor failure, low impact, short duration. • Up to £600: Significant service failure, moderate degree of distress and disruption. Or repeated failure of a minor issue. • Up to £2000: Significant failure with a substantial impact on the customer. Considerable distress and disruption. • £2000+: Serious service failure with severe long term detrimental impact on the customer. **Mitigating circumstances**: have the customer's actions contributed to the situation? Should this reduce the amount of compensation?	Issue 1: Issue 2: Issue 3:
Aggravating circumstances	Are there any circumstances which mean the impact for this customer was more severe than it may have been for someone else? E.g., physical or mental health condition, household circumstance, history of service failure.	Additional payment:
TOTAL	Total payment recommended	£