# GOODWILL AND COMPENSATION POLICY

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| **Executive Summary:** |
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| We understand that on occasion things go wrong with our services. When this happens, we feel it is fair to compensate and restore our customers to the position they would have been in had the service failure not happened. We will do this in a fair and consistent way to ensure we put things right. |


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| **Policy Grouping / Directorate** | Customer & Community | |
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| **Reviewed by Policy Team** | Date: 13 July 2026 | Name: Sarah Wilson |
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## 1 Introduction and aims

1.1 Rochdale Boroughwide Housing (RBH) strives to provide friendly, efficient and accessible housing services to a high standard. We aim to get things right first time, however, RBH recognises that sometimes errors and service failure may occur. As a result of this it may be appropriate to offer compensation.

1.2 This Policy sets out our approach to resolving compensation claims and should be read alongside our Complaints Policy.

## 2 Context

2.1 Sometimes service failures happen, and we have a Complaints Policy to resolve any issues customers may be experiencing.

The purpose of this policy is to ensure that customers are given appropriate remedy when things go wrong, or where there is a statutory obligation to do so.

This policy outlines RBHs approach to compensation claims using guidance from the Housing Ombudsman Service.

2.2 This policy supports the achievement of the regulatory consumer standard below.

Neighbourhood & Community Standard

Transparency, Influence & Accountability Standard

## 3 Values

3.1 The policy is aligned with the mutual values of RBH:

**Putting People First**: We listen with empathy, respond with compassion, and make it easy for our customers to access our services.

**Doing What We Say**: We earn trust through honesty, integrity, caring and keeping our promises.

**Working As One**: We embrace our mutuality and work together to deliver great outcomes for the people living in our homes and communities.

**Delivering Quality:** We invest wisely in our people and make it easy for them to deliver services and create places that our customers are proud to call home.

**Open & Transparent:** We are curious, embrace diverse ways of thinking and seek feedback to help us improve.

## 4 Policy Statement

4.1 This policy aims to provide clarity and consistency in those instances when compensation is paid. When putting the situation right and apologising is not sufficient, we'll consider offering compensation. The compensation we offer is intended to restore the person to the position they'd be in had the service failure not occurred. Compensation can only be assessed/offered once in receipt of a claim from a customer, or automatically as part of a complaint investigation.

4.2 This Policy outlines when we will award compensation to our customers, including:

- Tenants
- Leaseholders (including shared owners)

- Applicants for a RBH property
- People who live close to, or are affected by, a property we own or manage

4.3 We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate customers by:

- Agreeing a temporary solution to the problem
- Doing additional repair or decoration works beyond our normal service offer or contractual requirements.
- Compensation for quantifiable loss. Examples include:
    - Higher energy costs of running alternative sources of heating when we've failed to repair the heating system within a reasonable timeframe.
    - Higher water bills due to our failure to remedy a leak.
    - Paying for repairs where we've failed to meet our service standards.
    - Reimbursing bank charges for an error in direct debit collection. We'll consider paying compensation for all or part of the loss.

4.4 Each compensation request will be considered on its own merits on a case-by-case basis in conjunction with the evidence provided.

4.5 Compensation requests will be acknowledged no later than 10 working days from the date of RBH's receipt.

4.6 Compensation decisions will be confirmed within 20 working days of the date of RBH's receipt

4.7 If we cannot pay compensation, we shall explain our reasons for this.

4.8 **Categories of Compensation**

**Statutory** – RBH is obliged to offer financial redress as per the Law and relevant regulations.

**Discretionary** - Compensation that RBH chooses to offer in certain circumstances.

We may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis. Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair
- Failure to provide a service we've charged you for
- Failure to meet target response times
- Failure to meet our standard of service
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water
- poor complaint handling

4.9 **Statutory and regulatory payment**

Certain types of compensation, such as home loss, disturbance allowance and Right to Repair, are regulatory requirements and are addressed in the relevant RBH policies

4.10 **Right to compensation**

We accept requests for compensation from any RBH customer whose complaint has been accepted under our Complaints Policy.

We may also provide compensation when it hasn't been requested or identified through our complaints process, where we recognise there has been a failure of service and want to put this right.

4.11 **When we won't pay compensation**

- For claims of damage caused by circumstances beyond our control (e.g. through storm or environmental flooding)
- Where the loss is due to the tenant's lack of action, neglect, wilful damage, or misuse
- For issues subject to disrepair claims
- For loss or damage caused by a third party unrelated to RBH.

4.12 **Forms of compensation**

Compensation may take various forms and is not limited to financial payments. We may offer gestures such as vouchers, flowers, cards, a rent account adjustment, or consider carrying out additional repairs which we would not usually be responsible for.

4.13 **Exclusions**

This Policy does not cover compensation in relation to damage to a customer's home and/or belongings or for personal injury. Furthermore, compensation may not be applicable under this Policy in certain circumstances deemed reasonable. Examples of exclusions that would be considered fair and reasonable are:

- Where legal proceedings have been started or are imminent
- Where insurance claims are outstanding or ongoing
- Where the issue giving rise to the request occurred more than 12 months ago
- Matters that have previously been considered by this Policy or by our Complaints Policy

4.14 **Home Contents Insurance**

We advise customers to maintain adequate home contents insurance for their furniture, decoration and personal possessions to safeguard against accidental damage, loss, fire or water damage. This Policy is not intended to replace or compensate for a customers' lack of home contents insurance.

4.15 **Third Parties**

We will ensure that all contractors carry Public Liability Insurance.

Where a claim is made in respect of personal injury, damage to possessions or other financial loss alleged to have been caused by a contractor's negligence, RBH will compensate the customer directly, and then seek to recover the costs from the contractor.

4.16 **Our approach**

4.16.1 Compensation will be offered and awarded as part of our Stage One or Stage Two Complaints process.

4.16.2 To help resolve issues quickly, we may also award discretionary compensation prior to a complaint being raised.

At all times our intention is to provide the correct service at the right time. Where we fail to do this, our priority will always be to put this right as soon as possible. In some exceptional circumstances and at our discretion entirely, a goodwill gesture

may also be considered where we have made an error, or provided poor service, as an apology.

4.16.3 We will consider an offer of compensation if and when we recognise that there has been a service loss or failure, and an apology alone is not sufficient.

4.16.4 Compensation will be calculated in a manner that is empathetic, fair and proportionate, as well as representing value for money in the way we manage our resources.

4.17 **Compensation types**

We may reimburse any out-of-pocket expenses that have been incurred due to service failures caused by RBH as determined during your complaint.

We may ask customers to provide evidence that this expense has been incurred because of our failure to resolve the issue. This would usually be in the form of receipts, invoices, bank statements, photographs and utility bills

4.18 **Discretionary compensation**

The amount and type of compensation awarded will depend on the impact, and individual circumstances will be considered. We use a compensation matrix to determine the impact and severity of the issue to derive at a compensation value against our guidelines.

4.19 **Awarding compensation**

4.19.1 Compensation claims resulting from a complaint will be handled in line with our complaint response times, as set out in our Complaints Policy.

4.19.2 Complainants will be expected to sign an acceptance form before any award is made.

Acceptance of compensation does not prevent the complaint being referred to the Housing Ombudsman Service.

4.20 **Reasonable adjustments**

Where a customer needs reasonable adjustments made to make a claim, RBH will acknowledge and action this.

4.21 **Appeal**

We have a two-stage complaint process. If customers are unhappy with the compensation offered at Stage One, the matter can be escalated to Stage Two for a review. Full details are contained within our Complaints Policy.

## 5 Monitoring

5.1 A register of requests for compensation will be always maintained.

5.2 Key performance indicators, including the amount of compensation awarded and the types of compensation, will be reported to RBH's Customer Service Committee quarterly.

5.3 All compensation awards will be logged and stored.

## 6 Review

6.1 All RBH strategies, policies, standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

## 7 Links with Other RBH Documents

7.1 This policy links to the following policies and strategies:

- Complaints Policy
- Customer Experience Strategy
- Anti-Social Behaviour Policy
- Rehousing Policy
- Disposals & Acquisitions Policy
- Repair & Maintenance Policy

## 8 Inclusivity statement

8.1 We are dedicated to fostering an inclusive and equitable environment for all. We ensure that everyone is valued and respected. Our policies aim to be inclusive, and will comply with UK laws, including the Equality Act 2010, to create a diverse and supportive environment for people to thrive.

8.2 We understand not everyone absorbs information the same way. If you have any difficulty understanding or interpreting this document, please email **CustomerExperience@rbh.org.uk**or call Freephone 0800 027 7769. We will work with you to ensure your individual needs are met.