

Aster Group is the overarching brand name of Aster Group Ltd and all of its subsidiaries.

## 1 Scope

- 1.1 This policy covers discretionary and non-discretionary compensation payments relating to services provided to Aster customers by Aster Group.
- 1.2 This policy does not include services related to our commercial relationships with other parties.
- 1.3 We adhere to all legislation and regulation and strive to deliver a compensation service that is fair and reasonable.

## 2 Policy Statement

- 2.1 Compensation is categorised in three ways:

### **Home loss (non-discretionary) payments**

Home loss payments are a statutory entitlement under Section 29 of the Land and Compensation Act 1973. A home loss payment is intended to compensate a customer who must move permanently to allow their home to be redeveloped or improved. To qualify, a customer must have had a legal interest in the property (tenancy agreement) and must have lived in the property as their main or principal home for at least 1 year leading up to the date of rehoming. Also, the property in question must have been previously acquired by Aster (currently within Aster's ownership)

Customers who are rehomed because a decision has been made in line with the options appraisal process to dispose of a property are not entitled to a statutory home loss payment. However, as an ethical provider of social housing Aster may decide to offer a disturbance payment which reflects the actual disturbance they have experienced. This will be considered on a case-by-case basis.

### **Disturbance (non-discretionary) payments**

Disturbance payments are made to cover the actual reasonable costs incurred by customers when they have to move permanently as a result of Aster's activities. They are not paid at a fixed level. A guiding principle is not only the immediate expenses of the physical transfer of furniture and fittings, but also the reasonable expenses which can be incurred as a natural and direct consequence of the move. There may also be additional compensation payable for improvements that have been made to the property by the rehoming of the customer, in accordance with the tenancy agreement. They must have sought and obtained permission for the improvement.

### **Discretionary payments**

Discretionary compensation for a failure of service will only be offered when a complaint has been received and the failure has been accepted. We will look to provide financial or other settlement in recognition of loss or disadvantage to a customer. This would only be considered as a result of a complaint and in line with the Complaints Policy.

- 2.2 We will adhere to all legislation and regulation and will seek to deliver compensation that is fair and reasonable.

- 2.3 If at any point during a complaint investigation a customer (or a third party on the customer's behalf) bring any legal proceedings against Aster Group, we will stop our complaints process. This is to ensure our actions are in no way prejudicial to any such proceedings. The commencement of legal proceedings is defined with the Housing Ombudsman guidance and reference will be made to this guidance prior to ending the internal complaints process.
- 2.4 We will consider each claim for compensation on its evidence and decisions will be based on individual circumstances, considering all supporting evidence including, but not exclusive to, photographs, police logs, and witness statements.
- 2.5 We will not compensate for damage or lack of service caused by a complainant's (customer's) negligence.
- 2.6 A compensation procedure and guidance will support this policy to make sure that all compensation requests are dealt with consistently and payments are made in an agreed time. In complaint letters, at the point of offer, it is explained that it can take up to 2 weeks to process an accepted claim through the Finance Department.
- 2.7 In addition to this policy, we will comply with any additional conditions set out in individual tenancy agreements, such as compensation relating to Right to Repair and Right to Improve.
- 2.8 We will consider all recommendations relating to compensation made by the Housing Ombudsman and comply with any orders made.
- 2.9 Discretionary compensation payments will be considered following service failure. We will consider providing financial or other settlement in recognition of loss or disadvantage to a customer.
- 2.10 Any failure of service will be judged based on published service standards of those services that we provide. Where no service standards exist, or where they are not clear, we will consider what is reasonable to decide if the service received was acceptable.
- 2.11 Levels of discretionary compensation will be judged according to the evidence and will be determined as follows:
- The replacement of damaged items will be on a like-for-like basis. We will consider the age of the item and consider the possibility of replacing with pre-owned items, or items, of an equal value. Every effort will be made to replace the item, including delivery charges. Financial payments for discretionary compensation will be considered if this cannot be achieved and paid by cheque or BACS payment.
  - The cost of a service that has failed will be defined by the relevant service charge and/or a proportion of rent.
  - Where payments are to be offered, consideration will be given to adding the payment to the customer's account where there are arrears and where such action will not have a disadvantaged impact on the customer. Reference will also be made to the advice provided within the Housing Ombudsman's 'Guidance on Remedies' prior to making a decision to offset any payment against arrears.

- All claims for injury or ill health will be dealt with via a Personal Injury Claim in consultation with Aster's insurers and not through Aster's complaints or compensation procedure.
- On occasions, financial compensation for inconvenience and distress is appropriate following a failure of service. Where this is the case, guidance is provided for colleagues in the Compensation Procedure and the compensation guidance.

2.12 We would not expect customers to use their own insurance where damage or injury is caused by our service failure.

### 3 Monitoring and Review

- 3.1 We will regularly monitor compensation payments made, reporting this periodically to the Senior Leadership Teams and/or customer involved groups.
- 3.2 Senior leaders will be kept informed of claims for compensation which may present a financial or reputational risk to the business.
- 3.3 Records for the types and amounts of compensation payments made will be kept for audit purposes and to monitor if any unintentional bias has taken place.
- 3.4 The effectiveness of this policy will be scrutinised after 12 months by *Customer Experience Panel*.
- 3.5 This policy will be reviewed every 3 years as a minimum unless business need or change in regulation or legislation prompt an earlier review.

### 4 Related Policies and Procedures

- 4.1 Complaints Policy
- 4.2 Compensation Guidance
- 4.3 Compensation Procedure
- 4.4 Customer Decant Procedure
- 4.5 Honesty Policy
- 4.6 Diversity & Inclusion Policy

### 5 Governance

<b>Effective From:</b>	11/01/2024	<b>Expires:</b>	11/01/2027
<b>Policy Owner:</b>	Assistant Director – Customer Experience		
<b>Policy Author:</b>	Policy, Training and Assurance Manager		
<b>Approved by:</b>	<i>Customer Overview Group</i>		
<b>Delegation Matrix Reference:</b>	R077	<b>Version Number:</b>	7.01

**Aster Group** is our overarching company brand and comprises the following companies and charitable entities. Aster Group Limited, Aster Communities, Aster Treasury plc, Synergy Housing Limited, East Boro Housing Trust Limited, Central and Cecil Housing Trust, Enham Trust, 55 London, Aster Foundation, Aster Living, Aster 3 Limited, Aster Homes Limited, Aster LD Limited, Aster Property Limited, Aster Solar Limited, Silbury Housing Holdings Limited, Silbury Housing Limited, Central & Cecil Innovations Limited, and Central & Cecil Construction Services Limited.