



Claims, compensation, and goodwill policy

1. Purpose

This policy explains how Selwood Housing puts things right when our services go wrong. It sets out how we offer fair, timely, and reasonable compensation to help return customers to the position they would have been in if the issue had not happened, following the Housing Ombudsman’s guidance on putting things right.

The policy also recognises that problems can affect people in different ways. It takes account of different types of impact — such as financial loss, inconvenience, distress or not being able to use parts of the home — and has been shaped using feedback from our customer focus group to make sure it is clear, easy to understand and focused on what matters most to customers.

2. Scope

This policy applies to all individuals who interact with Selwood Housing, including both customers and non-customers.

Within this scope, the policy also explains how Selwood Housing considers and manages different types of compensation including statutory or mandatory payments, discretionary payments, and quantifiable loss payments.

The policy applies whether the issue is raised formally as a complaint or reported to us in another way.

3. Principles

Selwood Housing follows a set of core principles to guide how compensation decisions are assessed, communicated, and administered.

These principles ensure clarity, accountability, and a fair approach across all cases.

Our principles are:

- **Fairness and appropriateness**
We make decisions that are balanced, reasonable, and reflect the individual circumstances of each case.



Claims, compensation, and goodwill policy

- **Evidence-based decision making**
Compensation is awarded based on clear, credible, and relevant evidence provided by the customer or identified through our own investigations.
- **Accessibility and reasonable adjustments**
We provide support and reasonable adjustments to ensure all customers can access the compensation process, particularly those with additional needs.
- **Timeliness and clear communication**
We respond within agreed timescales and communicate clearly so customers understand what is happening and what to expect.
- **Accountability**
Decisions are made in line with policy, with clear records of how conclusions were reached and who approved them.

4. Policy details

- 4.1** Selwood Housing may offer compensation on its own or alongside a range of other actions to ensure customers are treated fairly, supported appropriately, and not left out of pocket where Selwood Housing is responsible for the issue. Our response will consider the customer's individual circumstances, the level of inconvenience or distress caused, and what is required to put things right.
- 4.2** In addition to financial compensation, we may offer practical support, personalised gestures, or additional services that help to address the impact of our service failure. This may include, but is not limited to:
- A personal apology, such as a phone call, a written message, or a sorry card.
 - Small, meaningful gestures (e.g., flowers or other appropriate tokens) to acknowledge distress or inconvenience.
 - Practical support such as cleaning, gardening, window cleaning, seasonal assistance, or arranging alternative contractors where the customer is unable to make good themselves.
 - Decorating or home improvement vouchers that cover the full range of materials and tools required or carrying out the work directly for customers who cannot do so.



Claims, compensation, and goodwill policy

- Replacement of damaged items on an equivalent-value basis, matching the age and condition of the original item, where Selwood Housing is responsible for the damage.
- Vouchers tailored to the customer's needs (e.g., supermarket or homeware vouchers), ensuring the value reflects the cost required to make good.

4.3 Where several customers or an entire community have been affected by the same issue, Selwood Housing may offer a community-based gesture as part of our response. This could include providing consistent support or hosting a small community event to acknowledge shared inconvenience or disruption.

These discretionary actions and gestures are intended to recognise inconvenience, distress, or service shortfalls where the customer has not incurred direct financial loss, and to demonstrate Selwood Housing's commitment to empathy, fairness, and customer-centred service.

4.4 There are three types of compensation:

Mandatory (such as statutory home loss payments)

Payments that Selwood Housing is legally required to make under relevant legislation or regulatory frameworks. These include payments linked to home loss, disturbance, or decant arrangements and are managed in accordance with the applicable legal or statutory provisions. Details are covered in **Appendix A**.

Quantifiable loss payments

Refers to actual, evidenced, and reasonably incurred financial costs that arise directly because of Selwood Housing's failure. These

losses must be supported by appropriate evidence, such as receipts, invoices, or bills, and must be necessary and attributable to the issue. These payments are covered in **Appendix B**.

Discretionary payments

Relates to the distress, inconvenience, loss of amenity, or time and trouble a customer experiences because of Selwood Housing's failure.

These impacts may not have a direct financial cost attached but may still warrant a discretionary payment based on severity, duration,



Claims, compensation, and goodwill policy

and individual circumstances. These payments are covered in **Appendix C**.

- 4.5** We will clearly show how the total compensation amount is made up by setting out the amount given for each issue.
- 4.6** We are responsible for the actions of any contractor working on our behalf. Where a contractor causes damage, loss or inconvenience to a customer or their property, we will take responsibility for putting things right. This includes compensating for any detriment caused by a third party acting on our behalf.
- 4.7** Insurance claims or loss of personal belongings - we insure our buildings, and customers are responsible for insuring their belongings. Where belongings are damaged due to a defect or something done by our staff or contractors, the claim will be reviewed by our insurers. If they do not accept liability, we may consider a discretionary payment.
- 4.8** No prior notice - If you do not tell us about an issue before arranging your own contractor or solution, we cannot refund the cost. We must be given the opportunity to assess the problem and decide how to put it right.
- 4.9** Loss of wages or holiday entitlement - we do not normally pay compensation for lost earnings or holiday. Customers are expected to provide reasonable access for repairs and inspections, and some disruption or time at home may be required as part of normal repair responsibilities. However, we may consider a discretionary payment if our actions or delays have caused avoidable or repeated time off work.
- 4.10** Loss of opportunity - we do not provide compensation for missed opportunities or things that might have happened. However, if something we did or did not do has clearly caused distress or inconvenience, we may look at a discretionary payment to help put things right.



Claims, compensation, and goodwill policy

- 4.11** We will not pay compensation twice for the same problem. If a loss has already been covered, we will not make an additional payment for it.
- 4.12** Any compensation payment may be offset against any monies owed to Selwood Housing unless doing so would be unfair or inappropriate. Offsetting will not be applied where the arrears are disputed or form part of the complaint, where the payment is a statutory entitlement, where our actions contributed to the arrears, or where the customer needs the compensation to cover out-of-pocket expenses.
- Any compensation payments awarded by the housing ombudsman will not be offset against any monies owed.
- 4.13** All payments will be approved in accordance with Selwood Housing Group's financial regulations.

5. Calculating compensation

- 5.1** Compensation will be calculated to reflect the type and impact of the service failure. We will assess whether the customer has experienced an evidenced financial loss, an unquantifiable financial impact, or distress and inconvenience.

All awards are determined based on the individual circumstances of the case, including whether Selwood Housing had a reasonable opportunity to resolve the issue and any relevant mitigating or aggravating factors, to ensure compensation is fair, consistent, and proportionate.

An indicative compensation guidance is covered in **Appendix D**.



Claims, compensation, and goodwill policy

6. Exclusions

- 6.1** Legal claims - if a customer wants to make a legal claim for damage or loss, this will be managed by our insurers or legal process and not through this policy.
- 6.2** Personal injury - if a customer is injured and wishes to make a claim, this will be managed by our insurers or legal process and not through this policy.
- 6.3** Disrepair claims - any claim relating to the condition of a property, or works required to resolve disrepair, will be managed under Selwood Housing's Disrepair policy.

7. Equality, Diversity, and Inclusion

We will follow the requirements of the Equality Act 2010 and will provide reasonable adjustments or accessible formats on request so that everyone can access this policy and process fairly.

8. Appeals

Customers can challenge any compensation decision through our complaints process. If they remain dissatisfied, they can take their complaint to the Housing Ombudsman Service.



Claims, compensation, and goodwill policy

Related Policies, Procedures and Legislation

This policy should be read in conjunction with the following related documents:

- Aids and adaptations policy
- Asset management strategy
- Claims, goodwill, regulatory and statutory payment procedure
- Decant policy and procedure
- Disrepair policy
- Equality, diversity, and inclusion policy
- Fire safety policy
- Group Financial Regulations
- Health & safety policy
- Home Loss Payments (Prescribed Amounts) Regulations
- Land Compensation Act 1973
- Leasehold Reform, Housing Group and Urban Developments Act 1993
- Recharge policy
- Response repairs policy
- Tenant Involvement and Empowerment Standard – Regulator of Social Housing
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994
- The Secure Tenants of Local Authorities (Right to Repair) Regulations 1994
- Void standard

Appendix A – Mandatory compensation

Home loss and disturbance

If a customer is decanted (moved) from their home, they may be entitled to compensation.

There are two types of payments that may be available:

- statutory home loss payments - compensation for the upset caused by moving from the home.
- disturbance payments - compensation for the actual 'out of pocket' costs of moving from the home.

If they are moved permanently, customers are entitled to both these payments, although there are certain restrictions.

Statutory home loss payments

Customers will qualify for a home loss payment if they have been moved due to one of the following reasons:

- compulsory purchase.
- a demolition, improvement or closing order made by the Local Authority.
- improvement or redevelopment by Selwood Housing - customers will qualify for home loss if they move out of their home after Selwood Housing has informed them of the intention to redevelop or dispose of the site.
- demolition under any other compulsory order.
- a court order for eviction from a secure tenancy granted to allow demolition or work (if a customer moves out before a court order is granted, there will be no right to a home loss payment).

Disturbance payments

Customers qualify for disturbance payments if they are the legal tenant on the date the move took place, and if they are moved permanently.

The move must have been a direct consequence of one or more of the following:

- compulsory purchase order.
- a demolition, improvement or closing order made by the Local Authority.
- improvement or redevelopment by Selwood Housing.
- demolition under any other compulsory order.

Appendix A – Mandatory compensation

Disturbance payments are made to cover the reasonable expenses of moving. This may include several different items, for example:

- cost of removal.
- disconnection / reconnection of appliances.
- re-fitting or replacement of carpets and curtains.

For further information, customers can request a copy of our Decant Policy.

Right to repair

There is no statutory obligation on Selwood Housing to pay compensation to customers under the Right to Repair Scheme. However, there is a contractual right included in the tenancy agreements of those customers who transferred to Selwood Housing from Wiltshire Council in 1996 and 2001.

This contractual right is extended to our other rented customers (not starter tenants or fixed term tenants) by way of this policy.

Only specific repairs qualify — typically small, urgent issues costing under £250 that affect health, safety, or security, such as:

- unsafe electrical fittings
- loss of heating or hot water
- leaking roofs, pipes, or tanks
- blocked sinks, toilets, or drains
- insecure windows or doors

Where these repairs cannot be completed within our repairs offer timescales, the customer has a right to ask us to instruct a second maintenance provider to complete the work. Where this provider also fails to complete the work within the agreed time, the customer would be entitled to compensation.

The compensation payable is a one-off payment of £10 and £2 for each day the repair is outstanding up to a maximum of £50. Right to Repair compensation cannot be claimed if the value of the repair exceeds £250 or the tenant fails to provide access to the property. (Refer to Government Right to Repair guidance 1994).

Appendix A – Mandatory compensation

Right to compensate for improvements

Customers may qualify to claim compensation for specific types of improvements they have paid for themselves. These are improvements that materially enhance the property and fall within the categories recognised by government guidance. Examples include:

- installation or replacement of a bath or shower
- installation of a wash-hand basin or toilet
- installation or replacement of a kitchen sink
- heating or water-heating installations
- thermostatic radiator valves
- loft or cavity wall insulation
- double glazing or other window replacements

To be eligible, the customer must have:

- obtained written permission from Selwood Housing before the work started
- installed a qualifying improvement
- paid for the work themselves
- completed the improvement to an acceptable standard
- made a claim within 14 days of the tenancy ending

Compensation is calculated using the original cost of the improvement, minus depreciation based on the item's expected lifespan. The maximum amount payable for any improvement is £3,000, and no compensation is payable for improvements costing less than £50.

Compensation will not be paid where:

- the customer did not obtain written permission
- the improvement is not on the qualifying list
- the tenancy ends due to eviction
- the tenant has purchased the property (e.g., Right to Buy)
- the improvement is deemed a luxury or cosmetic upgrade

(Refer to UK Government and sector guidance on the Right to Compensation for Tenant Improvements).

Appendix B – Quantifiable loss payments

We will reimburse actual, evidenced out-of-pocket expenses that a customer has reasonably incurred as a direct result of Selwood Housing's failure to meet its obligations. Costs must be directly linked to our action/inaction, reasonably necessary, and supported by evidence.

Examples could include (not exhaustive):

- **Increased utility costs linked to disrepair** (e.g., higher heating or electricity bills due to heat loss, leaks, or running dehumidifiers at our instruction).
- **Additional heating costs** when we have failed to repair heating and we did not provide any alternative means of heating.
- **Temporary or alternative accommodation** and related travel where the home is unsafe or unusable.
- **Takeaway or laundry costs** when essential facilities (e.g., kitchen or washing machine) are unavailable due to our failure or delays.
- **Professional cleaning or decontamination**, including specialist treatment after leaks, mould, or sewage.
- **Customer-funded emergency repairs** we should reasonably have completed to prevent further damage (e.g., emergency plumbing/electrical/security).
- **Costs incurred to protect belongings** or mitigate further damage (e.g., dehumidifiers, protective covers, storage materials).
- **Storage and removal costs** linked to major works or decant necessitated by our failure or delay.
- **Decorating costs** after repairs where 'make good' works have not been adequately completed.
- **Disposal costs** for items that have become unsalvageable as a direct result of our failure to repair or mitigate damage in a timely manner.
- **Transport costs** to alternative facilities (e.g., showers, laundry, medical appointments) that became necessary because we failed to keep essential services operational.

Appendix C – Discretionary payments

Discretionary payments may be made where Selwood Housing's actions or failures have caused inconvenience, distress, or a service shortfall, but where the customer has not incurred direct, evidenced financial loss. These payments acknowledge the impact of our service failure and recognise where we have not met expected standards.

A discretionary payment may be appropriate where our actions or inaction have led to inconvenience, delay, or failure to deliver a service as expected. Examples include, but are not limited to:

- Resulted in poor complaint handling or communication.
- Caused avoidable delays in providing a service (e.g., delays in completing repairs).
- Led to failure to deliver a service that the customer has been charged for.
- Caused temporary loss of amenity within the home.
- Failed to meet service standards or target response times.
- Involved failure to follow agreed policy, procedure, or statutory obligations.
- Taken an unreasonable amount of time to resolve an issue or situation.
- Failure to make reasonable adjustments for customers with disabilities or vulnerabilities when required.
- Unclear, conflicting, or incorrect advice that led to unnecessary confusion or avoidable inconvenience.
- Repeated need for the customer to explain the same issue due to poor case management or lack of continuity.
- Inadequate complaint handling, such as not responding within complaint timeframes, issuing incomplete responses, or failing to address key issues raised.

Appendix D – Compensation guidance table

This table provides guidance on the typical levels of compensation Selwood Housing may consider, depending on the level of service failure and the impact on the customer. These ranges are **not prescriptive** and should be used to support fair, case-by-case decision-making. Multiple findings in a single case may lead to a combined award.

Compensation Level: £50–£100

Category	Detail
Level of Redress	Service failure
Impact on Customer	Minimal or short-term impact; limited effect on overall outcome
Typical Circumstances	<ul style="list-style-type: none"> ○ A minor service failure occurred ○ Customer experienced some inconvenience, delay, disappointment, or time and trouble ○ Selwood Housing recognised the issue but did not fully address the impact ○ Any offer made did not fully reflect the inconvenience caused

Compensation Level: £100–£600

Category	Detail
Level of Redress	Service failure / maladministration
Impact on Customer	Noticeable adverse impact, though no long-term effect
Typical Circumstances	<ul style="list-style-type: none"> ○ A clear failure in our service negatively affected the customer ○ Selwood Housing did not acknowledge or resolve the issue

Appendix D – Compensation guidance table

	<p>OR</p> <ul style="list-style-type: none"> ○ We acknowledged the problem, but the action taken or compensation offered did not adequately address the impact or was not proportionate
--	---

Compensation Level: £600–£1,000

Category	Detail
Level of Redress	Maladministration / severe maladministration
Impact on Customer	Significant impact on daily life, wellbeing, or use of the home
Typical Circumstances	<ul style="list-style-type: none"> ○ A significant service failure resulted in substantial emotional, physical, or practical impact ○ Meaningful remedial action is required <p>OR</p> <ul style="list-style-type: none"> ○ Severe service failure occurred, but the remedy needed falls at the lower end of this scale

Appendix D – Compensation guidance table

Compensation Level: £1,000+

Category	Detail
Level of Redress	Severe maladministration
Impact on Customer	Serious, lasting, or highly disruptive impact
Typical Circumstances	<ul style="list-style-type: none"> ○ A serious failure, or repeated failures, caused significant and ongoing detriment ○ Selwood Housing’s response made the situation worse or damaged trust ○ There has been a repeated failure to deliver services, put issues right, or learn from previous outcomes ○ Issues may have occurred over an extended period, though a single serious event may also justify this level