

# Customer Relationships Policies & Procedures



## Goodwill Gesture Policy & Procedure

<b>1.</b>	<b>Policy objective</b>
1.1	This Policy, and its associated Procedure, sets out the circumstances in which customers may be entitled to a goodwill payment or other financial compensation should Watford Community Housing (WCH) (or a contractor acting on our behalf) fail to deliver a satisfactory service. A table summarising how much WCH awards as a payment of goodwill is set out at Appendix 1.
1.2	As well as claiming for an unsatisfactory service, customers are also entitled to claim a payment where they have (with authorisation from WCH) made alterations to their property. This is detailed further in the Alterations Policy and Procedure available on Grapevine.
<b>2.</b>	<b>Legislative &amp; regulatory requirements</b>
2.1	<b>Regulatory</b>
2.1.1	<u>RSH Tenant Involvement and Empowerment Standard</u> (Para 1.2.1) “Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved in: a) The formulation of their landlord’s housing-related policies and strategic priorities b) The making of decisions about how housing-related services are delivered, including the setting of service standards c) The responsibilities of the tenant and provider
2.1.2	<u>RSH Value for Money Standard</u> (Para 2.1) “Registered providers must demonstrate a) Robust approach to achieving value for money – this must include a robust approach to decision making and a rigorous appraisal of potential options for improving performance; b) Consideration of value for money across their whole business.”
2.1.3	In line with the Housing Ombudsman principles, WCH seeks to put customers back into their original position through rectification of service failure and / or appropriate compensation as a goodwill gesture.
<b>3.</b>	<b>Scope</b>
3.1	WCH is committed to providing excellent services and ensuring that all staff act professionally to deliver this service efficiently and safely. However, WCH acknowledges that there could be a service failure which results in: - <ul style="list-style-type: none"> <li>• Loss of essential service(s) (see section 5 below);</li> <li>• Damage to customers’ belongings (see section 6 below); and</li> <li>• General inconvenience caused to the customer (see section 7) below.</li> </ul>

3.2	This Policy and Procedure covers all <b>tenants</b> and <b>leaseholders</b> who shall be commonly referred to as ' <b>customers</b> ' throughout this Policy and Procedure other than where the term tenants or leaseholders are specifically used in the context.
3.3	The terms ' <b>Goodwill Gesture</b> ' or ' <b>Goodwill Payment</b> ' will be used interchangeably within this Policy and refers to any financial award given to our customers who can identify that WCH have provided them with an unsatisfactory or failure of service.
3.4	The Policy also covers all WCH repairs and maintenance contractors who should be required to sign up to their obligations set out below. This is a standard clause under the contract. The relevant WCH Category Manager will be responsible for ensuring this happens.
3.5	This Policy applies to the WCH Group, including its subsidiary and joint venture companies.
3.6	This Policy does <b>not</b> negate the need for customers to have their own contents insurance in place, covering damage or losses to internal fixtures and fittings in the property.
3.7	The Policy does <b>not</b> cover goodwill gestures for damage caused by circumstances and situations beyond WCH's control including floods, fires, environmental / weather damage, break-ins, and other events of this nature.
3.8	This Policy does <b>not</b> cover losses or reductions in service paid for by a service charge (e.g. communal cleaning or grounds maintenance). These service issues are taken into account when setting the following years' service charges.
3.9	Where there is a legal right to decant situations and home alterations and improvements are required, the relevant policies should be applied. Please see the Decant and Alterations Policies and Procedures for further information.
<b>4.</b>	<b>Roles &amp; Responsibilities</b>
4.1	<b>Customer Relations Team (CRT):</b> is responsible for logging and responding to all claims made by customers in accordance with section 9 below. All responsibilities within the Customer Feedback Policy and Procedure are mirrored in this Policy.
4.2	<b>GRT Operatives / Project Surveyors:</b> are responsible for reporting any damage to a property, and in some cases inspecting damage reported as caused by WCH to customers' belongings.
4.3	<b>Repairs Team Leader:</b> is responsible for investigating claims and summarizing the claim to pass to the Repairs Manager for authorisation.
4.4	<b>Repairs Manager:</b> is responsible for investigating claims and authorising any value of a goodwill payment.
4.5	<b>Asset Delivery Manager:</b> is responsible for assessing any damage to property fabric or structure due to damage caused by WCH or our external contractors.
4.6	<b>Customer Service Officers:</b> are responsible for ensuring feedback is recorded during phone calls and determining whether there may be a potential claim, feeding this back to the relevant team.
4.7	<b>The Finance Team:</b> are responsible for informing WCH's insurance providers of potential claims.

4.8	<p><b>Leadership Team</b> are responsible for: -</p> <ul style="list-style-type: none"> <li>- Escalating goodwill gesture appeals to contractors;</li> <li>- Signing off financial expenditure; and</li> <li>- Ensuring contract documentation is completed, including the signing of relevant Policies, such as this one.</li> </ul>
4.9	<p><b>WCH Contractors:</b> are responsible for assessing claims of goodwill gestures made against damage to customer belongings and, when appropriate, liaising with WCH to pay any successful claims.</p>
<b>5.</b>	<b>Loss of Essential Services for Tenants</b>
5.1	<p>Where there is a loss of essential service(s) to a <b>tenant</b> such as water, electricity, gas (communal or individual) or drainage caused by WCH or one of our contractors, WCH will provide a goodwill gesture as follows: -</p>
5.2	<p><u>Communal Heating</u></p>
5.2.1	<p>For individual properties, where heating is lost for any length of time, WCH will offer to supply an electric fan heater to the customers from our stock or this may be provided by the customer themselves. This is meant as a temporary solution, and in either case WCH will pay a goodwill payment for additional heating costs at the rate of £20 per week. Where heating is lost for less than one week a goodwill payment of £10 will be paid as a flat rate payment.</p>
5.2.2	<p>Payments will not be made where the loss of service is caused by misuse or damage by a customer, or due to the supplier.</p>
5.2.3	<p>Losses of communal heating or hot water will, from an operational perspective, be dealt with under the Communal Services Failure Procedure.</p>
5.3	<p><u>Loss of Room Use</u></p>
5.3.1	<p>Where there is a loss of the use of a room for 72 hours or more due to action or inaction on WCH's part, a payment of 20% of the net daily rent per room will be applied e.g. if rent was £120 per week for a property, a payment of £3.43 per room per day would be paid.</p>
5.3.2	<p>Payments will not be paid if the loss of the use of a room is due to the action or inaction of the customer (e.g. carrying out their own repairs or works to the property or failing to report a repair to us within a reasonable timescale). If room loss becomes significant, a decant may be necessary in which the Decant Policy and Procedure should be referred to for further guidance.</p>
<b>6.</b>	<b>Damage to Customers' Belongings</b>
6.1	<p><u>Damage caused by WCH:</u> 6.1.1/6.1.2 – 'staff to investigate' to read ''.</p>
6.1.1	<p>Customers, in the first instance, are required to claim from their house contents insurance. A payment may be considered for damage to customers' belongings <b>caused by WCH</b> in certain circumstances. In most cases we will require a member of staff to investigate in line with the complaints timescale set out in Customer Feedback Policy.</p>
6.1.2	<p>Following the investigation WCH will confirm in writing to the customer the following:</p> <ul style="list-style-type: none"> <li>• WCH's findings following the investigation; and</li> <li>• Action to be taken by WCH in relation to work</li> </ul>
6.1.3	<p>Depending on the nature of the damage and item (s) concerned we will confirm in our communication what actions we are prepared to undertake. This decision will be made by a Senior Manager within the Operational team.</p>

6.1.4	WCH will <b>not</b> held responsible if the damage was the result of the customer failing to remove belongings from the work vicinity or to keep their losses to a minimum.
6.2	<u>Damage caused by a Contractor</u>
6.2.1	Where a <b>WCH contractor</b> has caused damage to a <b>customer's</b> belongings, the customer will make a claim as at section 8 and the WCH Contract Manager will pass this to the relevant contractor as appropriate. The claim will be assessed by the contractor and reported back to the Contract Manager. The Contract Manager from the relevant Service will oversee the progress of the claim to ensure a satisfactory resolution.
6.2.2	Where the customer reports a defect in relation to a new build property that it still within an initial 'defect liability period' (generally 12 months) this should be dealt with in accordance with the Managing Defects with Developers Procedure.
6.2.3	Any incidences of this nature should be reported to us by the customer within <b>10 working days</b> of the reported incident. The contractor will be expected to reimburse the customer; however, the appropriate Service Manager will be responsible for overseeing this to ensure a satisfactory resolution.
<b>7.</b>	<b>General Inconvenience</b>
7.1	We will consider awarding a payment for general inconvenience during an incident. This will be judged on a case-by-case basis by the relevant Service Manager. These payments will be administered through CRT and signed off by the relevant budget holder.
<b>8.</b>	<b>Making a Claim for a Goodwill Payment</b>
8.1	Customers must make a claim for by completing and submitting a feedback form in line with our Customer Feedback Policy and Procedure. The claim must be made within <b>5 working days</b> of the issue arising.
8.2	The claim will be logged via the feedback module and responded to by CRT. All correspondence around the claim will be managed by CRT in accordance with the timescales and processes in the Customer Feedback Policy and Procedure.
8.3	It is intended that all claims will be actioned with in the same estimated timeframes as dealing with customer feedback.
8.4	Goodwill payment amounts will be agreed in line with this Policy and approved by the Leadership Team for the relevant budget code.
8.5	<b>Goodwill payments for a delayed moving date (new build properties)</b>
8.5.1	Delays to moving in dates can be disruptive for customers. Payments under this section may apply where a prospective customer has been given an offer of a new build property and a designated moving date has been stated within an offer letter. If the designated moving in date is delayed by more than 12 weeks, the incoming customer may in some cases receive a week of rent credited to the account for the property. This will be reviewed by the Development Manager and Head of Housing in collaboration.
<b>9.</b>	<b>Exceptions to awarding compensation</b>
9.1	Payments <b>will not</b> be payable where the following apply: <ul style="list-style-type: none"> <li>• Access to the property has been denied;</li> <li>• We were not informed within 7 working days of becoming aware of the incident (unless exceptional circumstances prevent this); or</li> <li>• Where there is insurance or insurance should have been put in place by the customer.</li> </ul>

<b>10.</b>	<b>Payment Methods</b>
10.1	Goodwill Payments Relating to a Chargeable Service
10.1.1	Where we are awarding a goodwill payment for failure to deliver a service for which a customer pays a service charge, the member of staff dealing with the claim should liaise with the Service Charge Administrator to arrange for the relevant amount to be credited to their service charge account for the following year.
10.2	Goodwill Payment Relating to a Non-Chargeable Service
10.2.1	The goodwill payment method for a non-chargeable service will depend on whether or not the customer is in rent arrears at the time the payment is awarded. If the customer is in rent arrears at this time the member of staff dealing with the claim should liaise with the Housing Officers to ascertain the amount of arrears (therefore the residual amount payable to the customer). The Housing Officers will liaise with Finance to arrange for some or all of the award of payment to be transferred to the customer's rent account.
10.2.2	If the customer is not in arrears at the time of the claim the member of staff dealing with the claim will obtain the customer's bank details and liaise with Finance to ensure compensation is paid to the customer within 10 working days of them agreeing to the award of payment. If the compensation exceeds the sum of £1000, we need to take additional steps to safeguard our customers from the risk of fraud. In these circumstances, we will ask the customer to provide documentary proof (copy of bank statement, image of debit card or cheque book) of the account holder. Refunds will be approved by the Deputy Chief Executive as WCH's Money Laundering Officer.

<b>11.</b>	<b>Policy Consultation</b>
11.1	This Policy was the subject of consultation with the Gateway Membership Team who made a number of suggestions to make the Policy clearer around payments and timescales which have been incorporated above.
<b>12.</b>	<b>Monitoring &amp; reporting</b>
12.1	Data and financial payments as a gesture of goodwill will be collected through our feedback process and reported to EMT as part of the quarterly feedback report from the Customer Experience Manager.
<b>13.</b>	<b>Diversity and Inclusion Considerations</b>
	WCH will act fairly and consistently in the application of this Policy and will not discriminate against any person on the grounds of their age, race, ethnicity/nationality, gender, religion, sexual orientation, marital/civil partnership status, pregnancy status or disability.
<b>14.</b>	<b>Related documents</b>
	Customer Feedback Policy and Procedure Decant Policy and Procedure Responsive Repairs Policy Insurance Policy and Procedure Recharge Policy and Procedure Managing Defects with Developers Procedure Communal Services Failure Procedure Refund of Credit Balances Procedure Alterations Policy and Procedure
<b>15.</b>	<b>Appendices</b>
	Appendix 1 - Compensation Summary Table
<b>16.</b>	<b>Approval</b>
	Approved by: EMT 8 February 2022 GMT 15 June 2022
	Review date: February 2022
	Next review date: February 2025
	Policy Owner: Customer Experience Manager

Appendix 1 – Compensation Summary Table

Type of Claim	Amount of Compensation	Housing Ombudsman Advice	Timescale of payment (in best case scenario)
Damage to Property Fabric/Structure	Reasonable compensation to make good the damage.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	Following agreed and authorised claim for compensation and receiving correct and full bank details – payment within 10 working days
Loss of Communal Heating (more than 72 hours) during colder weather	Relevant daily charge uplifted by 50%. (In colder months) offer electric fan heater and pay £10 per week.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	Following completion of works and receiving correct and full bank details – payment within 10 working days
Loss of individual heating	Offer of electric fan heater and pay £10 per week.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	Following completion of works and receiving correct and full bank details – payment within 10 working days
Loss of Communal Hot Water (more than 72 hours)	Relevant daily charge uplifted by 50%.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	Following completion of works and receiving correct and full bank details – payment within 10 working days
Loss of Room Use	20% of net daily rent per room.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	Following completion of works and receiving correct and full bank details – payment within 10 working days

Appendix 1 – Compensation Summary Table

Damage to belongings caused by WCH	Repair, replace or offer compensation for current value of item.	Does not have jurisdiction over landlord’s insurers but may take into consideration any evidence not available or considered at time of claim. May be ordered to pay compensation if maladministration or service failure. (Actual costs of distress and inconvenience)	Following agreed decision on compensation and receiving correct and full bank details – 10 working days
Damage to belongings caused by a contractor	Oversee process with contractor. As per the terms of the contract with WCH – further information will be provided at the start of the claim.	Financial compensation for costs which has been reasonably incurred by a complainant, which would not have been necessary if the service failure or maladministration had not occurred.	TBC by Contractor
Two or more missed appointments (with no reasonable attempt to inform)	£40.00	We may say that a landlord should pay an amount in recognition of the fact that the complainant has incurred costs that would not have arisen had the maladministration not occurred.	Following agreed and authorised claim for compensation and receiving correct and full bank details – payment within 10 working days
General inconvenience	Case by case	We take into account the severity of the situation and the length of time involved as well as any other relevant factors. The amount of compensation that we decide does not reflect a definitive loss, as we are not able to quantify this, but it is a recognition of the overall distress and inconvenience caused to the complainant by the particular circumstances of the complaint.	Following agreed and authorised claim for compensation and receiving correct and full bank details – payment within 10 working days