

New

Revision



Customer Contact & Digital Services

Compensation and Reimbursement Procedure

Version 6.0

Directorate:	Customer Contact & Digital Services
Procedure Owner:	Customer Operations Director
Operational Procedure Owner:	Head of Customer Experience
Teams with responsibilities under this Procedure:	Operations
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Procedure signed off by:	Head of Customer Experience
Policy and Compliance Business Partner:	Karen Birch – Policy & Compliance Advisor
Regulatory Code and Legislation:	See Section 5
Procedure Risk Rating:	A
Publicising the Procedure:	<p>This procedure and all associated documents will be published in the Complaints & Compensation Policy Toolkit on the Policy pages on Hyve. Any change in this procedure will be notified to our staff and other applicable stakeholders using a variety of communication tools including:</p> <ul style="list-style-type: none">• Hyve news item• Hyve Workplace post• Manager and Team briefings; and• Specialist training for relevant staff

Compensation and Reimbursement Procedure

Main Summary

Where we get things wrong and fail to provide a quality service, we need to put things right and this may include paying compensation.

We will consider paying compensation when an apology alone is not sufficient, and where we recognise the impact that the service loss or failure has had on the customer.

Compensation may include a mix of statutory based payments, our own discretionary based payments and reimbursement of costs incurred by the customer.

1 Purpose and scope

- 1.1 The Compensation and Reimbursement Procedure is designed to be used as a guide for staff when considering awarding customers a good will gesture or compensation payment. This could be because of a service request or as part of the complaint resolution process.
- 1.2 The Compensation and Reimbursement Procedure should be read in conjunction with Hyde's Complaints and Compensation Policy Statement, Complaints Procedure and other associated policies and procedures.
- 1.3 Hyde's approach to home loss and disturbance payments is set out in the Decant and Home Loss and Disturbance Payment Policy Guidance and Procedure.
- 1.4 Hyde's approach to compensation for tenants' improvements is set out in the Tenants' Improvements Procedure.
- 1.5 Hyde's approach to insurance claims is set out in the Insurance Policy Statement and claims procedures. Customers should be advised to take out home contents insurance to insure their personal possessions and decorations against damage or loss. More information about [affordable home contents insurance](#) is available on the residents' website.
- 1.6 Hyde's approach to service charge disputes is set out in the Service Charge Policy Statement and Service Charge Enquiry Policy Statement.
- 1.7 Hyde's approach to managing disrepair claims is set out in the Disrepair and Housing Conditions Claims Procedure.
- 1.8 Hyde is committed to ensuring that our working practices and services meet the needs of all our customers, and particularly for those with disabilities or those with temporary or short term conditions who might otherwise be disadvantaged. In meeting this key business objective, we will make reasonable adjustments to our services. These may include alterations to premises, amendments to policies and procedures or provision of alternative means of communication methods to suit individual needs. In all instances we will seek to ensure that our services can be accessed by all customers with disabilities, as well as those who do not.
- 1.9 Hyde acknowledges its duties under the Equality Act 2010 (the Act). Whilst the Act does not define what is a 'reasonable adjustment,' the Equality and Human Rights Commission recommends consideration of the following factors in determining what is 'reasonable':
 - How effective the adjustment will be in avoiding the disadvantage the customer would otherwise experience

- The practicality of the adjustments
- The extent of any disruption the adjustments might cause
- The financial and other costs of making the adjustment
- The amount resources already in place
- The availability of financial support or other assistance

1.10 Where Hyde is notified of a condition or situation disadvantaging a customer, or other household members, we will seek to make reasonable adjustments to delivery of services. Hyde will review each case based on the facts presented and in full consideration of Hyde's Vulnerability Policy Statement and Aids and Adaptations Procedure. Hyde will not make assumptions about customer requirements for reasonable adjustments or what those adjustments might be. Hyde will endeavour to agree and deliver adjustments in a reasonable and mutually agreeable timescale. However, in specific circumstances there may be a delay whilst specialist advice is obtained. Where this is the case Hyde will keep customer updated on progress.

2 Aims and objectives

2.1 Hyde is committed to providing good quality services to our customers. When we fail to meet set standards and our commitments to our customers, we want to put this right as quickly as possible. We aim to resolve any issues before the need for compensation arises. We will:

- Apply an empathetic, fair and consistent approach when offering compensation to our customers
- Consider the individuals circumstances and details of the situation to ensure appropriate compensation is offered
- Be clear about the circumstances in which we will and will not pay statutory and discretionary compensation
- Be clear and transparent about level of compensation and how that has been calculated

3 Key controls

3.1 By publishing this procedure, we aim to ensure compliance with the operational key controls. A key control is one that is fundamental to the system of internal control.

3.2 All staff and managers are responsible for ensuring compliance with the key controls.

No.	Compensation Procedure Key Controls
1	Compensation payments are paid as per the criteria in this procedure
2	Authorisation levels for compensation payments are adhered to
3	Compensation payments are used to offset rent or other arrears*

4 Responsibilities for key controls

4.1 The responsible officer and their responsibilities under this procedure are detailed below:

Responsible Officer	Responsibilities	Key Control
Head of Customer Experience	Ensuring adherence to and compliance with Hyde's Compensation Procedure	1, 2

Responsible Officer	Responsibilities	Key Control
	Authorising any compensation payments over £1000	
Complaints Team Leader	Authorising any compensation payments over £500 up to £1000	1, 2
Complaints Admin Team Leader	Authorising any compensation payments over £500 up to £1000	1, 2
Quality and Improvement Officer (Complaints)	Authorising any compensation payments over £500 up to £1000	1, 2
Complaints Officers	Authorising any compensation payments up to the value of £500	1, 2
Line Managers	Authorising use of goodwill gestures up to £100 as a result of a service request outside of the internal complaints process	1, 2
Income Manager	Authorising compensation payments	1, 2, 3
Income Officers	Processing compensation payments	1, 2, 3
Finance Manager	Making the compensation payment via Paylt or BACS – cheque in exceptional circumstances only	1, 2, 3
Operational Directors	Authorising compensation payments to commercial tenants taking into account the stipulations within the lease agreement.	1, 2, 3

5 Regulatory code and legal framework

- 5.1 This procedure and associated policies and procedures supports compliance with the Regulator of Social Housing's (RSH) Transparency, Influence and Accountability Standard.
- 5.2 The most important legislation and regulations that currently govern registered provider policy and practice are:

Right to Repair (introduced as part of the Citizens Charter Scheme 1st April 1994)
Right to Compensation for Improvements (introduced as part of the Citizens Charter Scheme 1st April 1994)
Home Loss and Disturbance Payments (under the terms of the Land Compensation Section 30 Act 1973 as amended)
The Housing Act 1985 and 1988 as amended
Leasehold Reform, Housing and Urban Development Act 1993
Localism Act 2011
Housing Act 1996 (schedule 2)
Data Protection Act 2018 (DPA 2018)
The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019
Equality Act 2010

Social Housing (Regulation) Act 2023
Housing Ombudsman's Complaints Handling Code
RSH's Transparency, Influence and Accountability Standard

6 Compensation payments

- 6.1 Hyde defines compensation as a payment, either obligatory or discretionary, in recognition of loss to a customer. There is no automatic right to compensation.
- 6.2 Discretionary compensation payments may be paid at the discretion of service managers.
- 6.3 Hyde does not pay compensation for loss of earnings.
- 6.4 Compensation may not just be a financial payment, we may offer other gestures such as flowers, chocolates, a card, a voucher, carrying out a personal visit or considering carrying out additional repairs for which we would not usually be responsible for.
- 6.5 Where a customer of Hyde or a member of the public alleges financial loss, damage to property or personal injury they shall be referred to Hyde's Insurance Policy.
- 6.6 We expect our customers to take out adequate home contents insurance for their furniture, decoration and personal possessions to insure them against accidental damage, loss, fire or water damage, burglary etc. This policy is not intended to replace or compensate for a customer's lack of home contents insurance.
- 6.7 Reimbursement for damages to personal items that do not meet the acceptable criteria with our Insurance Team are to be considered outside of this policy where there is evidence to support that Hyde has been negligent and has contributed to and/or caused the damages sustained.

Commercial tenants

- 6.8 Commercial tenants (including leaseholders and sub-leaseholders) are in scope of Hyde's Complaints and Compensation Policy Statement and Complaints Procedure up to Stage 1 complaint resolutions level only.
- 6.9 Hyde will consider making a discretionary compensation payment if a complaint investigation finds we have caused financial loss (other than insurable losses or losses that should have been insured) because we delayed or failed to take appropriate action, or we misinformed or provided incorrect information to the complainant with this leading to payment of unnecessary fees and costs.
- 6.10 Any discretionary compensation payments to commercial tenants must be approved by an Operational Director and must take account of the stipulations within the lease agreement.

7 Compensation and complaints framework

- 7.1 Officers should advise customers that compensation will not be considered until a complaint has been thoroughly investigated. The decision must be agreed to by a member of the Complaints Team, the Complaints Team Leader, the Complaints Admin Team Leader, or the appropriate senior manager.
- 7.2 No payments including Love2shop vouchers will be paid for the first missed appointment on each repair. Instead, an apology should be given and where appropriate repairs must be booked in as quickly as possible.

- 7.3 Before offering compensation to a complainant an authorised Officer must ensure that the complaint is not a potential disrepair or insurance issue. If staff suspect that the matter is related to either disrepair or insurance, they must consult with the Insurance Manager or Disrepair Manager before offering compensation.
- 7.4 In instances where a complaint case has escalated to a legal disrepair claim, compensation is to be considered up to the date in which proceedings have been issued such as filing a particular of claim at court. Further settlement will then be determined by both legal parties as part of the disrepair claim.
- 7.5 Any compensation offered must reflect the extent of any service failures and the level of detriment caused to the customer as a result. We must carefully manage the expectations of our customers and not promise anything that cannot be delivered or would cause unfairness to other customers.
- 7.6 Financial compensation may be appropriate in the following circumstances:
- Hyde or its contractors have not taken the appropriate action or have taken appropriate action but have been delayed in doing so with an adverse effect on the complainant
 - The complainant has sustained financial loss, loss of amenity or loss of room
 - The complainant has been misinformed and given incorrect information by Hyde with this leading to payment of unnecessary fees and costs
 - The complainant has suffered stress and anxiety

8 Factors to be considered in deciding the level of compensation

- 8.1 The following factors will be considered in deciding an appropriate level of compensation:
- Complainant's own actions: This includes:
 - Where delay in dealing with the matter was partly the fault of the complainant and partly the fault of the Hyde Group
 - Where the complainant has not taken action to mitigate the effect of the failure and could reasonably have been expected to do so e.g. access issues, unreasonable behaviour
 - Any money due to the complainant that has not been paid such as a reimbursement for the increased costs of an amenity bill caused by a leaking pipe. In these cases, the outstanding monies will be included in the calculation.
 - Any costs the complainant may have incurred unnecessarily as part of the complaint process, where the fault lies with the Hyde
 - Distress and Inconvenience: Compensation may be considered for what might generally be characterised as 'distress and inconvenience' (including stress, anxiety, frustration, uncertainty or worry). This needs to have regard to circumstances such as:
 - The severity of the distress
 - Length of time involved
 - The number of people affected (for example, members of the complainant's family as well as the complainant)
 - The impact caused to the affected people (for example, consideration of vulnerabilities)
 - Customer effort: Consideration should be given to whether a payment should be included for the time taken and the trouble the complainant has incurred in pursuing the

complaint i.e. the number of times the customer has to contact Hyde to get the issue resolved. This should not be confused with distress and inconvenience.

9 Circumstances where compensation or reimbursement payments may be given

9.1 We will consider paying compensation in the following circumstances:

- Where legislation, such as the Right to Repair requires it
- Where we fail to respond to or process a complaint within agreed response times and do not comply with the Housing Ombudsman's Complaint Handling Code
- Where we fail to attend a booked appointment without good reason – not because the customer changed the appointment date/time
- Where we fail to complete repairs for which we are responsible to agreed response times and not advised customers of any exceptions e.g. structural or supply chain issues
- Where our failure to complete repairs results in the customer continuing to live in poor conditions longer than is reasonable
- Where our failure has caused a loss of facilities and/or amenities beyond the agreed response times e.g. heating and hot water or the customer is unable to use part of their home
- Where the customer had no choice but to pay for something because of our inaction, delay or negligence, for example, the cost of extra food if they had no cooking facilities

10 Types of compensation

Right to Repair

- 10.1 The Secure Tenants of Housing Authorities (Right to Repair) Regulations 1994 entitles secure tenants of local housing authorities to have qualifying repairs carried out at their landlord's expense and receive compensation from their landlord if qualifying repairs are not carried out within a prescribed period. These regulations are considered to also apply to Assured tenants of housing associations.
- 10.2 A qualifying repair is any repair of a prescribed description which the landlord is obliged by repairing covenant to carry out with an estimated expense of under £250.
- 10.3 If the qualifying repair is not completed within the prescribed period, then the customer should contact Hyde in order to arrange a further appointment. If the repair has still not been completed within the prescribed period at the second attempt, then the customer may be entitled to compensation. The prescribed period may be extended where the repair is unable to be completed for reasons out of the landlord's control.
- 10.4 These regulations cease to apply if the tenant informs the landlord that they no longer wish for the repair to be carried out or the tenant fails to enable the landlord to access the premises to make the repair.
- 10.5 It is important to note that the time limit given for emergency or urgent repairs is not necessarily the time taken to complete the entire repair. In some cases, especially emergency repairs, the time limit would refer to the initial response to make a property safe.
- 10.6 Compensation is calculated using the following formula: **£10 + (£2 x N)**

- 10.7 N is the number of days (counting a part day as a full day) in the period starting on the day after the second prescribed period ends and ending on the day which the qualifying repair is completed.
- 10.8 Compensation is paid up to a maximum of £50.
- 10.9 Where customers have rent or other arrears the compensation payment may be used to offset such arrears.
- 10.10 Hyde reserves the right to post inspect any works to ensure they are completed to the required standard prior to payment being made.
- 10.11 The Right to Repair Regulations 1994 gives tenants the right to claim compensation, under certain conditions, for failure to carry out repairs within set timescales. This only applies to repairs estimated to cost less than £250. A list of qualifying repairs, appropriate compensation amounts and response times can be found in the Right to Repair Regulations.

Loss of use (whole property or rooms)

- 10.12 After a 72-hour period, reductions to the weekly basic rent charge will be made for loss of the kitchen (40%), bathroom (40%), and any other rooms (20%) retrospectively. Loss of use will be calculated on a weekly basis only; part-week periods will be rounded up to the next full week when calculating the rent reduction payable.

Loss of amenities

- 10.13 Amenities refers to mains water supply including drinking water; gas and electricity supply; space heating; water heating and drainage. Where alternative forms of space and water heating are available for the customer to use (e.g. immersion heater or bottled water), the loss of the principal form of heating does not qualify as a loss of amenity.
- 10.14 Compensation (using the formula outlined in section 10.6) may be paid for loss of amenities where the customer has been without the use of an amenity for 24 hours after reporting it to Hyde.
- 10.15 Compensation shall not be paid where the loss of an amenity is the result of a problem beyond Hyde's control as landlord, for example localised or national power cuts; repairs being carried out independently by utility companies; blocked street sewers; or waiting for parts that are on order to fix an appliance as part of the repair, provided reasonable alternatives are put in place in the interim.
- 10.16 The customer must have co-operated fully with Hyde's contractors and done nothing to delay completion of the repair. A customer who fails to provide access or obstructs a contractor while trying to complete the repair shall not qualify for any form of compensation.
- 10.17 Compensation payments for loss of amenities are calculated using the same formula as right to repair. The calculation will begin 24 hours after the customer reported the incident to Hyde;
- 10.18 Claims for higher costs due to temporary heating beyond £50 shall be considered at a fixed rate of £2 per day. In order to claim higher costs customers must be able to evidence an increase in their heating costs.

Discretionary compensation

- 10.19 We will award discretionary compensation when our mistake or failure causes a customer distress and inconvenience and/or the need to spend unnecessary time and effort in getting us to put things right for them.

- 10.20 We will also consider the impact of failures in our complaint handling and where we have not complied with the Housing Ombudsman's Complaints Handling Code
- 10.21 Discretionary payments must consider the individual circumstances of the customers and the impact the service failure had on them and their family, and/or specific vulnerabilities and where this had caused greater impact.
- 10.22 With assessing the level of discretionary compensation, we will take the following considerations into account:
- The duration of any avoidable distress or inconvenience
 - The seriousness of any other unfair impact
 - Actions by the customer or us which either mitigated or contributed to actual financial loss, inconvenience, or unfair impact
 - How we have communicated with the customer

11 Goodwill gestures and saying sorry

- 11.1 Staff members may consider saying sorry or offering a goodwill gesture to our customers. Examples of circumstances could include:
- When the customer has raised a concern which we have been able to resolve as a service request.
 - Where there has been a minor service failure, and the customer does not want to make a complaint, but we want to recognise that this has had an impact on them
- 11.2 A good will gesture does not need to be monetary; we may do something that is outside the service that we offer to say sorry to the customer.
- 11.3 If a good will gesture needs to be paid for, the appropriate Manager/Team Leader must approve this.
- 11.4 Where the resolution is accepted, and we are including a good will gesture this should be enclosed within the complaint resolution letter.
- 11.5 The Officer should record on the complaint Salesforce case that a good will gesture was given as part of the resolution.
- 11.6 A good will gesture must only be used as a one-off gesture in the resolution of a specific case and/or complaint.

12 Paying compensation

- 12.1 Where a compensation payment is identified as being suitable for the complaint resolution and is not something that should be covered by the customer's own insurance, the Complaints Officer should calculate the appropriate value in accordance with Appendix 1: Guidance Note – Compensation Tariffs.
- 12.2 Compensation payments to customers will be used to offset rent or other arrears in the first instance. This is subject to a review of any payment plan that they may have in place, and an assessment of whether their account has fallen into credit within the previous 5 weeks as of the date of being awarded.
- 12.3 Where a customer has up to date rent (falling into credit at least once within the previous 5 weeks) and other accounts the compensation shall be paid by Paylt or BACS payment.

- 12.4 Reimbursements, such as for a replacement product, are paid by PayIt or BACS regardless as to whether there are arrears on a rent account. The final decision on whether a payment is used to clear arrears is made by Hyde's Income Managers.
- 12.5 Compensation payments to non-Hyde Group residents are made by PayIt or BACS payment.
- 12.6 When compensation is awarded, the complaint letter template must state if a payment will be used to clear arrears. Any credit can then be refunded to the customer.
- 12.7 The form and response should clearly state that any payment due will be offset against any outstanding rent arrears.
- 12.8 Once the compensation acceptance form is returned, the Complaints Team will process it.
- 12.9 Compensation can be claimed for up to a period of 12 months from a customer as of the date of being awarded, any requests for compensation to be paid after this date will not be accepted.

13 Contractor failure – Development

- 13.1 Where Hyde has paid out compensation due to contractor failure, Hyde will seek to recover this from the contractor to cover the payments.
- 13.2 Where it is agreed to claim back the compensation costs from the original builder the following action will be taken:
- The Product Quality Team will calculate the compensation amount in accordance with the Compensation Procedure
 - The Product Quality Team will advise the Project Manager and Employers Agent of the amount agreed
 - The Project Manager/Employers Agent will formally notify the contractor of the costs incurred citing the contractual failure
 - The Employers Agent will confirm that the costs will be deducted from retention and advise the Project Manager accordingly
 - Hyde will pay the compensation to the customer in accordance with Hyde's Compensation Procedure regardless of whether the contractor accepts liability

14 Zero tolerance towards threats of violence or aggression

- 14.1 Hyde will ensure any threats of violence or aggression towards our colleagues and contractors are met with zero tolerance. We will not tolerate any threats, abuse, aggression, discriminatory behaviour, or violence towards our colleagues and contractors. If a person behaves in this way towards those working for or on behalf of Hyde, we will take immediate action, which may also include a legal remedy. Perpetrators may be:
- Reported to the police
 - Limited to specific channels for communicating with us
 - Banned from attending Hyde premises, or
 - Have services temporarily withdrawn while we put measures in place to protect colleagues and contractors
 - May not receive compensation payments that are due.

15 Monitoring, review and evaluation

- 15.1 Line Managers should keep a log of compensation payments that are issued.
- 15.2 The Complaints Team should monitor the effectiveness of compensation payments as a method of increasing complainant satisfaction and reducing the number of complaints that are escalated to the higher stages of Hyde's complaint process.
- 15.3 We monitor key performance indicators at group, directorate and local team levels.
- 15.4 This document will be reviewed as a minimum every three years to ensure that it continues to meet the stated objectives and takes account of good practice developments unless legislation, business or sector developments require otherwise.
- 15.5 Risk A policy statements and procedures will also be subject to an annual health check to ensure it continues to remain compliant and procedures reflect current ways of working.
- 15.6 All policies and procedures may be subject to a Policy STAR self-assessment.

16 Diversity and inclusion

- 16.1 Hyde will treat all customers with fairness and respect. We recognise that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 16.2 This document and any related documents may be translated or interpreted; or provided in accessible formats, as necessary. Further information can be found in Hyde's Communicating in Accessible Formats Policy Statement and Staff User Guide.
- 16.3 Diversity and inclusion training is mandatory for all staff.

17 Associated Policies and Procedures

Complaints and Compensation Policy Statement
Complaints Procedure
Decant and Home Loss and Disturbance Payment Policy Guidance and Procedure
Disrepair and Housing Conditions Claims Procedure
Insurance Policy Statement and claims procedures
Service Charge Policy Statement and Service Charge Enquiry Policy Statement
Vulnerability Policy Statement
Aids and Adaptations Procedure
Communicating in Accessible Formats Policy Statement and Staff User Guide

18 Appendices

- Appendix 1 Guidance Note – Compensation Tariffs

Version History

Version no.	6.0	Effective date:	February 2025
Full/partial review/new policy		Partial review	
Brief summary of changes		June 2024; Added new Section 13 – Reviewing the level of compensation offered February 2025: Removed Section 13 – Reviewing the level of compensation offered; Added in that we will not pay compensation to a customer who demonstrates unreasonable behaviour.	
Staff consultation:(teams):		Operations	
Signed-off by:		Operations Leadership Team	
Date Published:		February 2025	
Procedure Author:		Rachel Marsh – Head of Customer Experience	
Policy and Compliance Business Partner:		Karen Birch – Policy & Compliance Advisor	
Procedure Owner:		Darren Fisher – Customer Operations Director	
Operational Procedure Owner:		Rachel Marsh – Head of Customer Experience	

Appendix 1: Guidance Note – Compensation Tariffs

1 Introduction

- 1.1 The purpose of this guidance note is to offer support to staff and managers when considering awarding discretionary compensation.

2 Delay and distress

- 2.1 **Low impact:** The complainant has just cause but has not suffered significant inconvenience or distress as a result of the events. Low impact means the manager accepts the service has not achieved the expected standards. However, the impact is not greater than a reasonably tolerant person could be expected to accept and therefore the compensation constitutes a token in acknowledgement of the failure to perform.
- 2.2 **Medium impact:** The events are clearly an injustice to the complainant and the service has failed to meet the required standards. This includes a repeated failure by Hyde to address the shortcoming, of a low impact event.
- 2.3 **Major impact:** This is when a serious failure in service standards occurs. It could either be the severity of the event, persistent failure over a protracted time period, or an unacceptable number of attempts to resolve and address the complaint. Major impact could also apply to expenses incurred by the complainant. We will only consider expenses appropriate to the event.
- 2.4 **Delay:** When there is a delay in delivering a service which is the responsibility of the Hyde Group. This is broken down into:
- Low impact of the delay up to £250
 - Medium impact of the delay up to £500
 - Major impact of the delay up to £1000
- 2.5 **Distress and inconvenience:** In some circumstances we will make a payment for distress and inconvenience. This takes into consideration: stress, anxiety, frustration, uncertainty, customer vulnerabilities, missed appointments, inconvenience, worry or outrage. This should take into account the severity, length of time suffered, number of people affected (e.g. one person or a whole family) and the personal circumstances of the people affected.
- Low Impact of the distress and inconvenience up to £250
 - Medium Impact of the distress and inconvenience up to £500
 - Major Impact of the distress and inconvenience with injury to health up to £1000

3 Customer effort

- 3.1 We consider the extent of inconvenience a customer has experienced to get a resolution to their problem. Customer effort is different from delay or distress. In assessing whether customer effort compensation is payable relevant factors could include:
- The length of time, including response times by Hyde taken to deal with the problem and/or the complaint
 - The time and effort required from the customer or complainant
 - Any specific difficulty experienced by the customer or complainant in dealing with the Hyde Group

- The degree of inadequacy of Hyde's response to e-mails, letters, phone calls or visits
- Whether there has been an element of wilful action on the part of the Hyde that has resulted in poor management of the complaint
- The level of minor unquantifiable expenditure incurred by the complainant such as significant post, telephone or travel costs
- Whether the complainant was acting on behalf of others in pursuing the complaint, such as a representative of a tenants' group

3.2 The payment for time and trouble is up to a maximum of £250

4 Complaint handling

4.1 In some circumstances we may not handle the customer complaint in line with our service level agreement. This could begin with a delay in formally acknowledging the complaint, or a delay with how long it has taken us to issue our formal response.

4.2 This should take into account the any delay in acknowledgement, delay with sending a holding update or resolution letter, failure to raise a complaint or escalate a complaint when requested to do by the customer, failure to capture and/or address the issues raised within original complaint, or the complaint handling has had a clear contributing factor to the delay in the service delivery:

- Low Impact of the complaint handling failure up to £50
- Medium Impact of the complaint handling failure up to £150
- Major Impact of the complaint handling failure up to £400

5 Loss of use

5.1 A customer can at times experience the loss of use or enjoyment of their home due an outstanding repair or incident.

6 Loss of amenities

6.1 A customer can at times experience the loss of use of facilities within their home due an outstanding repair or incident.

6.2 Amenities refers to mains water supply including drinking water; gas and electricity supply; space heating; water heating and drainage.

6.3 Where alternative forms of space and water heating are available for the customer to use (for example; an immersion heater or bottled water), the loss of the principal form of heating does not qualify as a loss of amenity.

6.4 We will pay up to £2 per day for the loss of an amenity.

6.5 The member of staff making this decision is expected to take into account other factors, such as the supply of temporary heating or drinking water. Payments of this nature will not be applicable should the problem fall outside the scope of our control.

7 Goodwill gestures

7.1 At times, it may be decided that we make a reasonable adjustment to provide the most appropriate and beneficial outcome for our customers, which goes beyond our standard policies and responsibilities. This is something we would consider as a gesture of goodwill.

A goodwill gesture can include but is not limited to:

- Issuing a decorating pack to a customer that they can redeem to support them with redecoration works that we are not responsible for
- Replacement of white goods where we are not already responsible.
- Loft or garden clearance.
- Replacement of floor coverings (excluding kitchens and bathrooms).
- Energy funds or grants.

8 Professional fees

- 8.1 In normal circumstances a solicitor is not required to lodge a complaint. Therefore, if a complainant chooses to engage legal representative fees will not be reimbursed.