# Customer Feedback Policy

# June 2026

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| Version number | 2.0 |
| Date agreed | June 2026 |
| Agreed by | Operations Committee |
| Review date | June 2029 |
| Diversity compliant | Yes |
| Equality Impact Assessment required | Yes |
| Data Protection compliant | Yes |
| Health and Safety compliant | Yes |

## 1. What this policy is about and why we need it.

1.1 At Acis Group Limited (Acis), we value all customer feedback and recognise that listening to our customers is integral to our principles and fundamental to delivering high- quality services to continually improving what we do

This policy outlines our approach to managing complaints, compliments, and comments and suggestions. It also establishes the principles for providing fair and proportionate remedies and compensation where service failure has occurred.

This policy supports a positive complaints culture and has been developed to ensure compliance with the Housing Ombudsman Complaint Handling Code, the Housing Ombudsman Compensation Guidance (April 2026) and other relevant legislative and regulatory requirements.

Our aim is to ensure customer feedback is used not only to resolve individual concerns but also to improve services, strengthen governance and deliver better outcomes for all customers.

## 2. Who does this policy apply to?

This policy applies to all customers and anyone acting on their behalf who wishes to provide feedback about the services delivered by Acis.

2.1 This policy refers to customers, who are:

- Acis Residents – those customers with whom we have a landlord/tenant relationship including our social housing tenants, our students, our shared ownership customers and our leaseholders.
- Direct Sales Customers – those customers who have procured a product or service from us including a new home purchased via outright sale, contracted adaptation work or services and other services procured directly from us.
- Learners – those customers that receive skills or welfare training, education and ancillary advice and support from us in a funded learning environment.
- Other Customers – those customers that are in some way impacted by the services that we provide including neighbours and adjoining landowners with whom we don't have a formalised contractual relationship.

2.2 This policy does not apply to individuals or companies where we have a commercial trading relationship.

## 3. Our policy

3.1 We are interested in all customer feedback, including comments and suggestions which can be extremely valuable in improving our service. We also welcome compliments, as we also want to know when we are doing well. We value all feedback and, when customers complain, our policy approach is to:

- Listen
- Investigate

- Put things right where we need to
- Learn

3.2 When customers complain, we aim to reach a resolution as quickly as we are able to and will seek solutions that are in line with our stated policies and service standards, meet the needs of our customers and are fair, reasonable and proportionate and represent value for money.

We want to resolve complaints at the first point of contact wherever possible.

3.3 **What is a complaint?**

We define a complaint as '***an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by Acis, its employees, or those acting on its behalf, affecting an individual customer or group of customers*.**'

Complaints could be a consequence of:

- Failure to provide a stated service
- Delays in providing a service
- Failure to follow our own policy or procedures
- An objection against our policy position
- Failure to communicate in a timely or effective manner
- Inappropriate behaviour by colleagues or those acting on our behalf.
- Our handling of anti-social behaviour (ASB)
- Complaint handling failures, including delays, poor communication or failure to follow the Complaint Handling Code.

We do not consider the following to be a complaint:

- A request for service - we will distinguish between routine service requests and complaints (see 3.7 Service Requests)
- Reports of ASB - these will be investigated and responded to in accordance with our ASB Policy
- Where twelve months have passed since the initial incident or event. We may, however, apply discretion to accept complaints made outside of this time limit where there are good reasons to do so
- Issues that are not our responsibility
- Issues that have already been considered and responded to through our complaints procedure
- Matters that should be referred to insurers
- Matters where legal proceedings have started. This is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court.
- Where there is dissatisfaction with decisions made in line with our policies/terms and conditions and there is an existing appeals mechanism or alternative dispute resolution that should be followed

We will accept complaints unless there is a valid reason not to do so. Where we decide not to accept a complaint, we will provide a clear explanation of our decision and advise customers of their right to refer that decision to the Housing Ombudsman where applicable.

We will consider the individual circumstances of every case and will not apply blanket exclusions when determining whether a complaint should be accepted.

### 3.4 What is a compliment?

We define a compliment as:

*"An expression of satisfaction about the standard of service we have provided, our actions, or the conduct of our colleagues or those acting on our behalf."*

We welcome compliments and these are important to help share our positive practice and when we have gone 'above and beyond an understand what matters the most to our customer(s)

Compliments will be recorded on our Customer Relationship Management (CRM) system and shared with the individual or team in question.

### 3.5 What is a comment?

This is when we have been given feedback on how we could do things differently or better.

We welcome comments and suggestions from customers, stakeholders and partners, as they help us identify opportunities to improve our services and customer experience.

Comments and suggestions will be recorded on our Customer Relationship Management (CRM) system and shared with the relevant service area. Where a response is requested, we will respond as appropriate.

### 3.6 How to make a complaint

We want to make it as easy as possible for customers to make a complaint, and guidance is available on our website.

Complaints can be made verbally or in writing, and through any communication channel to any member of staff who, will then ensure that they are logged and assigned to the most appropriate person for investigation.

If a complaint is raised through social media, the customer will be asked to move to a private communication channel to protect their privacy and enable us to investigate the complaint appropriately.

If a complaint is made verbally, our employees will record this on the customer's behalf. Customers do not have to use the word 'complaint' for it to be treated as one. Whether verbally or in writing, when a customer makes a complaint, it

is important that we understand what the issue is and what they want us to do to put it right.
We will seek to understand:

- the issues they have raised;
- the impact the issue has had on them; and
- the outcome they are seeking.

Where a complaint is received from, or on behalf of, a group of customers about the same issue, we will consider whether it is appropriate to manage the matter as a group complaint. Where the issues and circumstances are substantially the same, we may agree a lead complainant or representative to act as the principal point of contact on behalf of the group. Where the impact on individual customers differs, we may investigate complaints separately to ensure that individual circumstances, vulnerabilities and appropriate remedies are fully considered.

Where a lead complainant is agreed, we will confirm the communication arrangements, the scope of the complaint and how updates will be provided throughout the investigation.

Advocates or representatives can make complaints on behalf of our customers, provided we have the customer written consent where required. Customers may also choose to be represented or accompanied at any meeting relating to their complaint.

Queries from Members of Parliament (MPs), councillors or other representatives that relate to matters of complaint will be investigated in accordance with this policy, and all relevant parties will be kept informed as appropriate.

### 3.7 Service Requests

In line with our aim to resolve issues as quickly as possible, some feedback will be identified and dealt with as a service request.

A service request is a request from a customer asking us to take action to put something right. In many cases, this can be resolved promptly without the need for a formal complaint. Examples of service requests include missed repair appointments, requests for updates, or where a customer has not been contacted within an agreed timescale.

All employees are responsible for responding to service requests. They are recorded, monitored, and reviewed regularly to identify learning opportunities and improve service delivery.

A complaint will be logged and investigated in accordance with this policy if:

- A customer requests what we consider to be a service request be logged as a complaint
- A customer expresses dissatisfaction with the response to a service request, even if the handling of it remains ongoing.

We will not delay the investigation of a complaint because action to resolve a service request is still in progress. Where appropriate, we will continue to progress both the service request and the complaint at the same time.

An expression of dissatisfaction made in response to a customer survey is not automatically defined as a complaint. However, wherever possible, customers will be made aware of how they can raise a complaint if they wish to do so.

### 3.8 Acknowledging complaints

When a complaint is made at either Stage 1 or Stage 2, we will set out our understanding of the complaint and the outcomes that the customer is seeking. This is known as “the complaint definition” and, if any aspect of the complaint is unclear, the customer will be asked for clarification.

We will normally acknowledge complaints in writing. This enables us to clearly confirm our understanding of the complaint, explain the complaint process and timescales, provide information about the customer's rights, including the role of the Housing Ombudsman, and ensure there is a clear written record of the complaint.

We will always take account of the customer's preferred method of communication and any reasonable adjustments that have been agreed.

As part of the acknowledgement, we will:

- seek any further information required to understand the complaint;
- confirm the agreed complaint definition;
- explain the complaint process, expected timescales and how we will manage the complaint;
- confirm any aspects of the complaint that are outside the scope of the complaints process, the reasons for this decision and any alternative routes available where appropriate;
- advise the customer of their right to refer a decision not to accept all or part of a complaint to the Housing Ombudsman, where applicable;
- confirm who will be handling the complaint

### 3.9 How we will handle complaints

We have standard objectives in relation to complaint handling for all relevant employees or third parties that reflect the need to:

a. have a collaborative and co-operative approach towards resolving complaints, working with colleagues across teams and departments

b. take collective responsibility for any shortfalls identified through complaints, rather than blaming others.

c. act within the professional standards for engaging with complaints as set by any relevant professional body.

At each stage of the complaints process, we will:

a. deal with complaints on their merits, act independently, and have an open mind

b. give the customer a fair chance to set out their position

c. take measures to address any actual or perceived conflict of interest

d. consider all relevant information and evidence carefully

e. consider all relevant information and evidence before reaching a decision; and

f. provide clear explanations for the decisions we make.

All complaints relating to contractors or third parties delivering services on behalf of Acis will be investigated and responded to by Acis in accordance with this policy. Customers will not be required to pursue separate complaints processes with our contractors.

We recognise our duties under the Equality Act 2010 and will apply our Reasonable Adjustments Policy throughout the complaints process. We will record any reasonable adjustments agreed with a customer and keep these under review to ensure they remain appropriate.

Acis operates a two-stage complaints process and will have regard to the Housing Ombudsman's Complaint Handling Code and Compensation Guidance when investigating complaints, determining appropriate remedies and considering compensation.

**Stage 1**

Following the initial contact with the customer, we will investigate the issue raised. This may involve a desk top review, a visit, a property inspection, commissioning a survey, or speaking to other colleagues/stakeholders. Our target timescale for completing the investigation and providing a Stage 1 response is 10 working days from the date the complaint is acknowledged.

We will keep customers informed of the progress of their complaint throughout the investigation, or at another agreed frequency where appropriate. Before issuing our written response, we will normally contact the customer, preferably by telephone (taking account of their preferred method of communication), to explain our findings and discuss any proposed resolution.

The stage 1 response will address all points of the complaint, and include:

- the complaint stage;
- the agreed complaint definition;
- the outcome of our investigation and the reasons for our decision;
- whether the complaint is upheld or not upheld;
- an apology where we have got something wrong;
- details of any remedy offered to put things right;
- details of any outstanding actions, including timescales for completion and who is responsible for delivering them

- details of any learning or service improvements identified as a result of the complaint;
- any compensation awarded and how it has been assessed in accordance with this policy;
- details of the customer's right to request escalation to Stage 2 if they remain dissatisfied.

Where customers raise additional issues during the investigation, these will be incorporated into the Stage 1 complaint where they relate to the same issues and doing so will not unreasonably delay the response. Where the Stage 1 response has already been issued, the issues are unrelated, or incorporating them would significantly delay the investigation, they will be logged as a new complaint.

Where it is not possible to provide a response within 10 working days, we will contact the customer before the deadline expires to explain the reasons for the delay and agree an extension. Any extension will not normally exceed a further 10 working days unless there is a good reason. Where an extension is agreed, we will confirm the customer's right to contact the Housing Ombudsman.

We expect to resolve the majority of complaints at Stage 1 and within our target response timescale.

**Stage 2**

Customers who remain dissatisfied following receipt of their Stage 1 response may request that their complaint is escalated to Stage 2, which is the final stage of Acis' internal complaints process.

Requests to escalate a complaint may be made verbally or in writing through any communication channel, including social media.

We will consider all requests for escalation on their individual merits and will not unreasonably refuse a request for a Stage 2 review. Where we decide not to escalate a complaint, we will explain our reasons to the customer and advise them of their right to refer that decision to the Housing Ombudsman, where applicable.

Stage 2 complaints will be assigned to a senior employee, usually a member of the Senior Management Team or Executive Leadership Team, who has not previously been involved with the complaint.

We will acknowledge the Stage 2 complaint within two working days. As part of the acknowledgement, we will confirm our understanding of the complaint, the outcomes the customer is seeking, the agreed complaint definition, who will be carrying out the Stage 2 review and the timescale for providing our response.

The reviewing manager will undertake a full and impartial review of the complaint, considering the Stage 1 investigation, the evidence available, the actions taken, and whether the outcome, remedies and any compensation awarded were fair, reasonable and proportionate.

Where appropriate, they may seek advice from a subject matter expert who has not previously been involved in the complaint.

Our target timescale for completing the Stage 2 review and providing a Stage 2 response is within 10 working days of acknowledging the Stage 2 complaint. Where this is not possible, we will contact the customer before the deadline expires to explain the reasons for the delay, agree an extension and advise them of their right to contact the Housing Ombudsman. Any extension will not normally exceed a further 10 working days unless there is a good reason.

Our Stage 2 response will address all aspects of the complaint and include:
- the complaint stage;
- the agreed complaint definition;
- the outcome of the Stage 2 review and the reasons for our decision;
- whether the complaint is upheld or not upheld;
- an apology where we have got something wrong;
- details of any additional remedies offered to put things right;
- details of any outstanding actions, including timescales for completion;
- details of any learning or service improvements identified as a result of the complaint;
- details of any additional compensation awarded and how it has been assessed in accordance with this policy; and
- details of the customer's right to refer their complaint to the Housing Ombudsman if they remain dissatisfied (where applicable)

**3.10 Escalation beyond our complaints process**

Where a customer has completed our complaints process and remains dissatisfied with the outcome, we will advise them of any further options for independent or external review. The options available will depend on the type of customer and will always be included within our Stage 2 response.

- **Acis Residents** – Customers may refer their complaint to the Housing Ombudsman Service, who may work with both parties to resolve the complaint or carry out an independent investigation into our complaint handling and response. We will provide customers with details of how to contact the Housing Ombudsman Service.
- **Direct Sales Customers** – Our relationship with Direct Sales Customers is governed by a contract for the supply of goods or services. Where appropriate, we will provide details of any contractual alternative dispute resolution mechanism available.
- **Learners** – Many of our education, skills, welfare and support services are funded by third parties, including the Education and Skills Funding Agency (ESFA), local authorities and other funding bodies. Where a funding body has established a complaints escalation process, we will provide customers with the relevant details. Where no such arrangements exist, our complaints process will conclude at Stage 2.
- **Acis Students (Purpose-Built Student Accommodation)** – In addition to this complaints process, complaints relating to students living in Acis' Purpose-Built Student Accommodation (PBSA) may be referred to the National Codes Complaints Investigator in accordance with the National Codes. We will comply with the requirements of the National Codes, treat correspondence from the Complaints Investigator as a priority, respond within the required timescales

and will not seek to resolve complaints through the use of non-disclosure agreements. Where a complaint is referred to the Tribunal, we will comply with the Tribunal's final decision and any associated requirements.

- **Other Customers** – Where we do not have a contractual or statutory relationship with a customer, Acis' complaints process will conclude at Stage 2. Where appropriate, we will advise customers of any alternative routes available to them.

### 3.11 Communication with complainants

We aim to communicate with complainants promptly, recognising that timely, clear and accessible communication is an important part of effective complaint handling and matters to our customers.

All communication, details of the complaint investigation, decisions, evidence and agreed actions will be recorded and managed within our Customer Relationship Management (CRM) system.

We will communicate with customers using their preferred method of communication wherever reasonably practicable and will take account of any reasonable adjustments that have been agreed.

Where we are unable to contact a customer following acknowledgement of the complaint, despite making reasonable attempts to do so, we will continue our investigation using the information available. If no further contact is established within 10 working days of receipt of the complaint, or within another agreed timescale, we will issue our written response setting out the findings of our investigation and close the complaint.

### 3.12 Compensation , Remedies and Goodwill Payments

#### 3.12.1 Principles

We recognise that where service failure, complaint handling failure, maladministration or severe maladministration has occurred, customers may experience financial loss, distress, inconvenience, loss of use of their home or unnecessary time and trouble.

Our approach to remedies and compensation is intended to:

- provide fair, reasonable and proportionate redress;
- place customers, where possible, in the position they would have been in had the service failure not occurred;
- recognise the individual impact experienced by the customer;
- support early and local complaint resolution;
- promote learning and continuous service improvement; and
- align with the Housing Ombudsman Complaint Handling Code and Remedies and Compensation Guidance.

Compensation will not be awarded automatically. Each case will be considered on its own merits, taking account of the circumstances of the case, the impact on the customer and the principles contained within this policy.

### 3.12.2 Assessing Compensation

When determining an appropriate remedy or compensation, we will consider:

- the nature, severity and duration of the service failure;
- the impact on the customer and members of their household;
- any financial loss reasonably incurred;
- any distress, inconvenience, time and trouble experienced;
- whether vulnerabilities or individual circumstances increased the impact;
- whether complaint handling failures contributed to the customer's detriment;
- whether there has been a cumulative impact arising from repeated service failures;
- any mitigating factors, including actions taken by both us and the customer; and
- whether the proposed remedy is fair, reasonable and proportionate.

Compensation may include:

- reimbursement of evidenced financial loss;
- compensation for distress, inconvenience, time and trouble;
- compensation for complaint handling failures;
- compensation for loss of use of rooms or facilities;
- statutory compensation where applicable; and
- goodwill payments where appropriate.

Detailed guidance, indicative compensation awards, approval levels and worked examples are contained within Appendix A, Appendix B and Appendix C.

### 3.12.3 Mitigating Factors

When determining an appropriate remedy or compensation, we will consider all relevant circumstances, including any actions or omissions by the customer that may have contributed to the service failure, delayed its resolution or increased its impact.

Examples of mitigating factors include, but are not limited to:

- failure to provide reasonable access for agreed appointments, inspections or repairs;
- repeated cancellation or rearrangement of appointments by the customer;
- delays in reporting repairs, defects or service failures;
- failure to provide information reasonably requested to enable us to investigate or resolve the matter;
- refusal to engage with reasonable attempts to resolve the issue; or
- any other actions or circumstances that have materially contributed to the delay or outcome.

The presence of mitigating factors will not automatically prevent compensation from being awarded. However, they will be taken into account when determining whether compensation is appropriate and, where appropriate, the level of compensation that is fair, reasonable and proportionate.

Compensation will not normally be awarded where:

- the loss or detriment was not caused by a service failure or complaint handling failure by us or anyone acting on our behalf;
- the customer has materially contributed to the loss or delay;
- the loss cannot be reasonably evidenced;
- the loss is more appropriately recovered through an insurance claim or another statutory or contractual compensation scheme;

- the service failure resulted from circumstances outside of our reasonable control, such as severe weather or criminal damage, and we have acted reasonably to minimise the impact; or
- We have acted reasonably and in accordance with our legal, contractual and regulatory obligations.

Each case will be assessed on its individual merits, taking account of the actions of both parties to ensure that remedies are balanced, evidence-based and consistent.

**3.12.4 Compensation Categories**
Where appropriate, compensation may be considered under one or more of the following categories:
- missed appointments;
- loss of heating, hot water or power;
- temporary accommodation and displacement;
- loss of use of rooms or facilities;
- distress, inconvenience, time and trouble;
- complaint handling failures;
- financial loss;
- statutory compensation; and
- goodwill payments.

The principles, indicative compensation awards and assessment guidance for each category are set out in Appendix A – Compensation Framework and supported by Appendix C – Compensation Assessment Guidance and Examples.

### 3.13 Unreasonable behaviour

We recognise that customers may be distressed or upset when making a complaint. We will always seek to understand the reasons for a customer's concerns and will treat all customers with fairness, respect and empathy.

We also expect our employees, contractors and anyone acting on our behalf to be treated courteously and with respect at all times. Violence or threats of violence, aggressive behaviour, harassment, discriminatory behaviour, swearing, personal abuse or derogatory remarks are unacceptable and, in some circumstances, may constitute a breach of tenancy conditions or result in other appropriate action being taken.

Customers may also make demands that are unreasonable or place a disproportionate demand on our services. Examples include

- expecting responses within unreasonable timescales;
- insisting on speaking to particular employees without reasonable justification;
- making excessive or repetitive contact by telephone, email, letter, social media or in person;
- repeatedly changing the scope of a complaint, where this would unreasonably delay the investigation;
- refusing to engage reasonably with the complaints process.
- Any incidents of unreasonable behaviour will be logged on our CRM system.

Any incidents of unacceptable behaviour will be recorded within our Customer Relationship Management (CRM) system.

Where unacceptable behaviour occurs, we may take proportionate action, including:

- agreeing specific methods or times for contact;
- nominating a single point of contact;
- requiring appointments before office visits;
- requesting that communication is made in writing;
- declining to investigate matters that have already been fully investigated and responded to;
- any other reasonable and proportionate action necessary to protect colleagues and enable services to continue.

Any restrictions will be proportionate, explained clearly to the customer, authorised by an appropriate manager and kept under regular review.

Before applying any restrictions, we will consider whether reasonable adjustments are required under the Equality Act 2010 and our Reasonable Adjustments Policy

### 3.14 Learning

We are committed to learning from customer feedback to continually improve the services we provide. Complaints, compliments, comments and suggestions provide valuable insight into the customer experience and help us identify opportunities to improve.

We will regularly review complaint outcomes, themes and trends to identify learning, improve services and reduce the likelihood of similar issues occurring in the future.

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Where learning is identified, we will develop action plans, allocate responsibility for implementation and monitor progress to ensure that agreed improvements are delivered.
Where appropriate, commitments such as reviewing policies, improving procedures, delivering training or changing working practices may form part of the resolution of a complaint.

We will monitor the effectiveness of learning actions to ensure they have addressed the root cause of complaints and contributed to service improvement.

Learning from complaints will be reported through our governance arrangements and published annually within our Complaints Performance and Service Improvement Report.

## 4. How we will publicise this policy

4.1 This policy will be available on our website and through the MyAcis customer portal. Information published on our website will include links to the Housing Ombudsman Service and the Housing Ombudsman Complaint Handling Code.

## 5 How we will monitor this policy

5.1 Complaints handling performance, complaint outcomes, compensation awarded, compliments received and learning actions will be routinely monitored to ensure compliance with this policy, the Housing Ombudsman Complaint Handling Code and the Housing Ombudsman Compensation Guidance.

Weekly 'snapshot' reports will continue to be issued to operational managers to support the timely management of complaints and service requests. Complaints handling performance, complaint outcomes, compensation trends and organisational learning will be reported monthly to the Senior Management Team and the Executive Leadership Team Complaints Lead.

**5.2** Quarterly performance reporting will include trend analysis, compliance with complaint handling timescales, Housing Ombudsman determinations, compensation awarded, themes arising from complaints and progress against agreed learning actions. This report will be a standing agenda item at the Operations Committee to provide assurance that improvements have been implemented and remain effective.

## 6. Procedures and other documents that link into this policy

6.1

This policy is supported by the following procedures, guidance and associated documents:

- Customer Feedback Procedure;
- Complaint Handling Guidance;
- Compensation Assessment Guidance (Appendix C);
- Delegated Approval Levels (Appendix B); and
- Customer feedback processes and supporting operational guidance.

These documents provide operational guidance for colleagues and should be read alongside this policy

## 7. Links to other policies, legislation and/or regulations

7.1 The policies, legislation and regulations that relate to this policy are listed below:

- Equality Act 2010
- Reasonable Adjustments Policy
  - Repairs Policy
  - Temporary Accommodation (Decant) Policy

- Housing Act 1996
- Social Housing (Regulation) Act 2023
- RSH Transparency, Influence and Accountability consumer standard
- Housing Ombudsman Complaint Handling Code

- Housing Ombudsman Remedies and Compensation Guidance (April 2026);

**8. When this policy will be reviewed**

8.1 This policy will be reviewed in three years’ time, or earlier if legislative, regulatory, operational or organisational changes require amendment.

**Appendix A – Compensation Framework**

**1. Purpose**

This framework supports the Customer Feedback Policy by providing a consistent and transparent approach to remedies and compensation where we have identified service failure, complaint handling failure, maladministration or severe maladministration.

The framework promotes fairness, consistency and proportionality whilst recognising that every complaint is unique. Compensation will not be awarded automatically, and every case will be assessed on its individual merits

Compensation should not replace actions required to put the underlying service failure right and will normally be considered alongside other appropriate remedies.

**2. Compensation Principles**

When determining an appropriate remedy, we will consider:

- the nature, severity and duration of the failure;
- the impact on the customer;
- any financial loss reasonably incurred;
- any distress, inconvenience, time and trouble;
- any vulnerabilities or individual circumstances;
- any complaint handling failures;
- any cumulative impact arising from repeated failures;
- any mitigating factors; and
- whether the proposed remedy is fair, reasonable and proportionate.

**3. Compensation Categories**

Where appropriate, compensation may be awarded under one or more of the following categories:

- Service Failure
- Complaint Handling Failure
- Financial Loss
- Distress, Inconvenience, Time and Trouble
- Loss of Use of Rooms or Facilities
- Statutory Compensation
- Goodwill Payments
-

Detailed assessment guidance and indicative compensation awards are contained within Appendix C.

**4. Multiple Awards**

Customers may receive compensation under more than one category where appropriate

When combining awards, we will ensure:

- compensation is not duplicated;
- all aspects of the complaint have been considered;
- the overall award is fair, reasonable and proportionate; and
- the rationale for the award is clearly recorded.

**5. Approval**

Compensation awards must be approved in accordance with the Delegated Approval Levels contained within Appendix B.

**Appendix B – Delegated Approval Levels**

The following approval levels apply to compensation payments made under the Customer Feedback Policy.

| **Total Compensation Award** | **Approval Required** |
|---|---|
| Up to £100 | Feedback Coordinator or Relevant Manager |
| £101 to £500 | Head of Service |
| £501 to £1,000 | Director |
| Over £1,000 | Executive Leadership Team |

**Appendix C – Compensation Assessment Guidance and Indicative Awards**

**1. Purpose**

This appendix provides guidance to support the consistent assessment of remedies and compensation under the Customer Feedback Policy and Appendix A – Compensation Framework.

The awards contained within this appendix are intended to promote fairness and consistency and should not be applied automatically. Every case must be considered on its individual merits, taking account of the impact on the customer, any mitigating factors and the principles contained within the Customer Feedback Policy.

Where the Housing Ombudsman has published specific compensation orders, We have adopted these as its standard awards unless a higher payment is considered appropriate based on the individual circumstances of the case.

**2. General Assessment**

Before determining compensation, investigators should consider:

- whether a service failure or complaint handling failure has occurred;
- whether we have complied with its published policies and service standards;
- the severity and duration of the failure;
- the impact on the customer;
- any vulnerabilities or reasonable adjustments;
- whether the customer contributed to any delay;
- any financial loss reasonably incurred;
- whether the failure formed part of a wider pattern of service failure; and
- whether the overall remedy is fair, reasonable and proportionate.

Compensation should not replace actions required to put the underlying service failure right.

**3. Specific Compensation Orders**
The following payments will normally apply where we are responsible for the service failure.

| Circumstance | Standard Award | Guidance |
|---|---|---|
| Missed appointment | **£15 per appointment** | Applies where less than 24 hours' notice of cancellation is provided. |
| Complete loss of heating and hot water | **£15 per day** | Payable after the applicable repair timescale contained within the Repairs Policy has expired and where suitable temporary heating has not been provided. |
| Loss of heating only | **£8 per day** | Payable after the applicable repair timescale has expired. |
| Loss of hot water only | **£8 per day** | Payable after the applicable repair timescale has expired. |
| Complete loss of electrical power | **£10 per day** | Payable after the applicable repair timescale has expired where Acis is responsible. |
| Loss of lighting only | **£10 per week** | Payable where Acis is responsible. |

Where temporary heating, alternative facilities or other suitable mitigation has been provided promptly, investigators should consider whether any compensation should be reduced to reflect the reduced impact on the customer.

Where customers have incurred additional costs (for example electricity used to operate temporary heaters), reasonable evidenced costs should normally be reimbursed in addition to any compensation awarded.

**4. Complaint Handling Compensation**
Complaint handling failures should be assessed separately from the original service failure.

| Complaint Handling Failure | Indicative Award |
|---|---|
| Minor failure | Up to **£50** |
| Moderate failure | **£50 - £250** |
| Significant failure | **£250 - £600** |
| Severe maladministration | **£600+** |

Examples include:
- delayed complaint responses;

- failure to communicate;
- failure to keep customers informed;
- failure to investigate all complaint issues;
- failure to implement agreed remedies; or
- repeated Complaint Handling Code failures.

**5. Financial Loss**

Reasonable financial losses may be reimbursed where they:
- resulted directly from the service failure;
- were reasonably incurred; and
- are supported by appropriate evidence.

Examples include:
- additional heating or electricity costs;
- laundry costs;
- reasonable travel expenses;
- replacement of spoiled food;
- other reasonable out-of-pocket expenses.

**6. Loss of Use of Rooms or Facilities**

Where a customer has been unable to use part of their home because of a service failure, compensation may be considered using the Acis Room Loss Methodology.

The assessment should consider:
- the room affected;
- whether it was partially or fully unusable;
- the duration of the loss;
- the availability of alternative facilities; and
- the overall impact on the customer.

The indicative room loss calculation is:

| Room or Facility | Percentage of Weekly Rent |
|---|---|
| Kitchen | 30% |
| Living Room | 20% |
| Main Bedroom | 20% |
| Additional Bedroom | 15% |
| Bathroom | 30% |
| Bathroom (where a second bathroom/WC remains available) | 20% |
| Whole Property | 100% |

**7. Distress, Inconvenience, Time and Trouble**

Compensation may be awarded where customers experience avoidable distress, inconvenience or unnecessary time and trouble as a result of service failure or complaint handling failure.

| Impact | Indicative Award |
|---|---|
| Low | **£25 - £100** |
| Moderate | **£100 - £300** |
| Significant | **£300 - £600** |
| Severe | **£600+** |

When determining an award, investigators should consider:

- the duration of the issue;
- the number of contacts made by the customer;
- whether the customer had to repeatedly chase Acis;
- uncertainty or avoidable inconvenience;
- vulnerability; and
- cumulative impact.

**Temporary Accommodation (Decant)**

Where a customer is required to leave their home temporarily because it is no longer safe or suitable to occupy, Acis will manage the arrangements in accordance with the Temporary Accommodation (Decant) Policy.

The Temporary Accommodation (Decant) Policy sets out the circumstances in which temporary accommodation may be provided, together with any associated financial assistance, reimbursement of reasonable costs and customer support.

Where the need for temporary accommodation has arisen as a result of a service failure by Acis, compensation may also be considered under this policy in addition to any assistance provided through the Temporary Accommodation (Decant) Policy. Any compensation awarded will take account of assistance already provided to ensure customers are fairly compensated without duplicating payments.

**8. Combined Awards**

Customers may receive compensation under more than one category where appropriate.

For example:

- Missed appointment – **£15**
- Complaint handling failure – **£100**
- Additional electricity costs – **£28**
- Loss of use of bedroom – **£120**

Before confirming the final award, investigators must ensure:

- compensation has not been duplicated;
- all elements of the complaint have been considered;
- the total award is fair, reasonable and proportionate; and
- the rationale for the award has been fully recorded.

**9. Worked Examples**

The following examples demonstrate how this framework should be applied:

- Missed appointment.
- Delayed repair.
- Loss of heating during winter.
- Loss of use of a kitchen.
- Complaint handling failure.
- Customer contributed to delay.
- Vulnerable customer.
- Combined compensation assessment.

**Appendix D- Compensation Assessment Matrix**

The following matrix is intended to promote consistency when determining compensation. It should be used alongside the Customer Feedback Policy, Appendix A – Compensation Framework and the principles contained within this guidance.

Investigators should consider all relevant factors before determining the most appropriate compensation award. Not every indicator will apply to every case and professional judgement should always be exercised.

**Complaint Handling Failures**

| **Impact Level** | **Typical Indicators** | **Indicative Award** |
|---|---|---|
| **Low** | Minor administrative error, response issued up to 5 working days late, customer chased once, no significant impact on complaint resolution. | Up to **£50** |
| **Moderate** | Response more than 5 working days late, customer chased 2–4 times, poor communication, updates not provided, complaint resolution delayed. | **£50–£250** |
| **Significant** | Multiple Complaint Handling Code failures, repeated missed timescales, customer chased 5 or more times, Stage 1 and/or Stage 2 significantly delayed, remedies not implemented promptly. | **£250–£600** |
| **Severe** | Complaint effectively ignored, repeated Complaint Handling Code breaches, significant delay causing serious detriment, customer required Housing Ombudsman intervention due to Acis' complaint handling failures. | **£600+** |

**Distress, Inconvenience, Time and Trouble**

| Impact Level | Typical Indicators | Indicative Award |
|---|---|---|
| **Low** | Short-term inconvenience, limited disruption, minimal effort required by the customer. | **£25–£100** |
| **Moderate** | Ongoing inconvenience over several weeks, repeated contact with Acis, avoidable frustration, moderate disruption to daily life. | **£100–£300** |
| **Significant** | Prolonged disruption over several months, significant time and trouble pursuing resolution, considerable distress or loss of enjoyment of the home. | **£300–£600** |
| **Severe** | Exceptional or prolonged detriment, major impact on wellbeing or use of the home, extensive time and trouble over many months, or repeated failures by Acis. | **£600+** |

**Service Failure**

When assessing the impact of a service failure, investigators should consider:

- whether Acis complied with its Repairs Policy or published service standards;
- the length of time the customer was affected after the applicable repair timescale expired;
- whether temporary measures were provided promptly;
- whether the customer incurred financial loss;
- whether there were repeated service failures;
- whether vulnerabilities or reasonable adjustments increased the impact;
- whether the customer contributed to any delay; and
- the overall impact on the customer and members of their household.

**Customer Contact and Time & Trouble**
The number of contacts made by a customer should not automatically determine compensation. Investigators should consider whether the contacts were necessary because of failures by us.

As a guide:

| Customer Contact | Consideration |
|---|---|
| 1–2 contacts | Usually expected as part of normal service delivery. |
| 3–5 contacts | May indicate avoidable time and trouble where updates were not provided. |
| More than 5 contacts | Strong indicator that the customer has experienced unnecessary time and trouble. |
| Repeated chasing over several weeks or months | May justify an increased award where Acis failed to communicate effectively. |

**Delay Guidance**
When considering the impact of delays, investigators should consider both the length of the delay and its effect on the customer.

| Delay | Typical Consideration |
|---|---|
| Up to 5 working days beyond target | Usually, low impact unless vulnerability or significant detriment is identified. |
| 6–20 working days beyond target | Moderate impact where avoidable inconvenience has been caused. |
| More than 20 working days beyond target | Significant impact, particularly where no reasonable explanation or communication has been provided. |
| Repeated or prolonged delays over several months | May justify a higher award, particularly where the customer has experienced cumulative detriment. |

**Vulnerability**
Investigators should always consider whether the impact of the service failure was increased because of the customer's individual circumstances.
Examples include:

- disability;
- physical or mental health conditions;
- age or frailty;
- pregnancy;
- households with young children;
- caring responsibilities;
- customers requiring reasonable adjustments; or
- any other circumstance that increased the impact of the failure.

The existence of a vulnerability will not automatically increase compensation. However, where the impact has been greater because of the customer's individual circumstances, this should be reflected when determining an appropriate remedy.

**Overall Assessment**
Before confirming any compensation award, investigators should be satisfied that:

- the underlying service failure has been addressed, or appropriate actions have been agreed;
- compensation reflects the actual impact experienced by the customer;

- any financial losses have been evidenced;
- duplicate compensation has not been awarded for the same impact;
- any mitigating factors have been considered; and
- the final award is fair, reasonable, proportionate and consistent with previous decisions.