



# Arrears Policy

## 1.0 Introduction

1.1 This Policy advises how we'll prevent and reduce arrears and other debts. The Policy covers:

- How we collect rent and charges
- What happens if you fall into arrears or debt
- How we can support you
- Enforcement
- What we do if your tenancy ends, and you owe us money.

1.2 When we use the terms 'we', 'our' and 'us' we mean Southern Housing. When we use the terms 'you' and 'your' we mean our residents, tenants, licensees, shared owners, leaseholders, or freeholders.

When we say 'rent' and 'charges' we mean these and any payments forming part of your tenancy agreement, licence, or lease.

1.3 This Policy covers our:

- Rented and owned homes
- Garages
- Parking spaces
- Bike stores
- Storage lockers.

It also includes sub-accounts like:

- Legal costs
- Major works
- Rechargeable repairs.

1.4 The Policy's in accordance with:

- The Pre-Action Protocol for Possession Claims
- The Regulator of Social Housing's relevant standards, procedures, and guidance
- Our requirements under the Financial Conduct Authority (FCA).

- 1.5 We've included our requirements under the FCA Consumer Duty as an [appendix](#) to this Policy. We'll follow these requirements when carrying out the following FCA regulated activities:
- Debt counselling
  - Debt adjusting
  - Credit broking
  - Entering into regulated credit agreements as a lender and exercising our lender's rights under a regulated credit agreement or
  - Providing credit information services.
- 1.6 We'll assess our residents receiving credit from us in line with our requirements under the FCA. These have been detailed in the [appendix](#) of this Policy.
- 1.7 Whilst we're not bound by the Duty to Refer under the Homelessness Reduction Act 2017, we've adopted the 'Commitment to Refer' best practice guidance. This commitment applies to anyone we consider to be at risk of homelessness.

## 2.0 Paying your rent and charges

- 2.1 Residents of our rented homes must pay rent in accordance with their tenancy agreement. You should be fully in advance by the current value of your rent for the frequency payments are made. For example, if your rent is:
- £100 per week, upon payment your account should be in advance by £100
  - £500 per month, upon payment your account should be in advance by £500.
- 2.2 If you receive Universal Credit or Housing Benefit, you should have at least one week of credit on the account at all times.
- 2.3 Shared owners, leaseholders, and freeholders must ensure they pay charges in accordance with their lease or transfer.
- 2.4 Residents living in specialist supported housing schemes, temporary housing, and care homes must ensure they pay charges in accordance with their occupancy agreement and funding arrangement.
- 2.5 If you don't pay your rent and charges in full and on time, you risk losing your home.
- 2.6 You can choose how to pay your rent and charges, but we strongly encourage payment by Direct Debit as it's convenient and reliable. You can also pay by:
- Online payments, including the online account, using your debit or credit card
  - Rent card (using cash or card) at PayPoints and Post Offices (although you are not able to use Post Office with PayPoint)
  - By phone or online using your debit or credit card
  - Standing orders
  - Recurring payment.

- 2.7 If you have a lease and it provides for a specific payment method, you must pay by the means stated unless we agree a variation with you.
- 2.8 We'll give you information about your rent and charges when you move in. Please tell us if there's anything you don't understand, and we'll be happy to help.
- 2.9 You can use your online account to monitor your rent and charges, make payments, and view if you're in credit or arrears at any time.
- 2.10 You can ask us to provide you a statement at any time. This will help you to keep track of your account and payments.
- 2.11 You can help avoid arrears, debt, and legal action by:
- Paying rent, service charges and debt repayments on time
  - Asking for help as soon as you think you may struggle to pay
  - Filling out benefit claim forms quickly and accurately
  - Providing the Department for Work and Pensions (DWP) / local authority with any documents they need to fully assess your claim
  - Informing the DWP / local authority, and us, as soon as your circumstances change
  - Renewing your benefit claim when you need to
  - Updating your payments as soon as your rent changes
  - Keeping to repayment agreements
  - Contacting us when we ask you to
  - Updating your Universal Credit journal.
- 2.12 Please tell us if you want to dispute any element of your service charges (see our [Service Charge Dispute Resolution Policy](#)).
- You must continue paying whilst this is ongoing to prevent arrears from building on your account. If you decide to withhold an amount of your service charges, we may ask to see a bank statement and other evidence showing the amount being withheld is available.
- 2.13 Residents living in supported housing and care homes can expect enhanced support from local teams to help them address issues with benefits, budgeting, and understanding of their rent accounts.
- 2.14 If you're due a refund from us, contact us and we'll let you know the next steps. If you have a joint tenancy this needs to be paid to a joint bank account, or we'll need permission from the joint tenant.
- 2.15 If you're on Housing Benefit, we'll contact them for confirmation there's no overpayment on your account before raising the refund. We'll not start the refund process until we have received this confirmation in writing from your local authority.
- 2.16 If we notice a large amount of credit on your account, we may contact you to arrange a refund.

- 2.17 We pay refunds by BACS within 10 working days of you giving us your bank details and any documentation needed.

### **3.0 Welfare benefits**

- 3.1 If you receive Universal Credit or Housing Benefit, you must be aware of the following:
- If they do not cover your full rent and service charges, you'll need to cover the difference
  - If you're waiting for a payment from them, you should make token payments to us of at least £5 per week. If this isn't affordable, please contact us.
  - We can request direct payments in some circumstances, please let us know if you'd like this.
- 3.2 You're responsible for claiming and providing information for all welfare benefits. You must tell the DWP / local authority, and us as your landlord, if any of your circumstances change to help avoid under or over payments. Examples of change include:
- A new child
  - Someone moving in or out of your home permanently
  - New job or losing your job
  - Increase or decrease in your income or benefits
  - Becoming disabled / changes in disability.

### **4.0 What happens if you get into arrears, or owe us money?**

- 4.1 We expect rent and service charges to be paid on time and in full to prevent arrears occurring. If you fall into arrears, every effort will be made to assist you and we'll take a fair approach when handling arrears and debt owed to us.
- 4.2 If you're experiencing difficulties with paying your rent and/or service charges contact us as soon as you can. The sooner you contact, the quicker we'll be able to advise on the support we may be able to offer. Working with us will help us to tailor for your circumstances, whilst considering the needs of the business in terms of rent paid.
- 4.3 We'll regularly review rent accounts and contact you if we notice any erratic or missed payments.
- 4.4 If you don't pay your rent, we'll contact you to ask you to clear the arrears in full. If you're unable to, you must agree a repayment plan with us. If you're receiving benefits, we can in some cases apply to have direct payments made from your benefits.
- 4.5 How we'll contact you:
- Phone
  - Email
  - Text

- Letter
- In person.

- 4.6 We review payment plans regularly. You must notify us of any change in your circumstances.
- 4.7 If we identify signs of potential vulnerabilities we will refer to our [Reasonable Adjustments and Vulnerable Needs Policy](#).
- 4.8 If you have high arrears, we may carry out checks to confirm where you're living and credit checks to inform whether other debts have been formally registered against you.
- 4.9 You may be advised to apply for 'breathing space' by a debt advisor. Once the Insolvency Service notify us of this, we'll not contact you regarding arrears for the time specified on your terms (usually 60 days) and cancel any arrears action in this time.
- 4.10 You must continue to pay rent whilst under 'breathing space' terms. If you don't, we'll contact the Insolvency Service to advise them of this, as it may breach your 'breathing space' terms and end it early.
- 4.11 If you get into garage, parking, storage locker, or bike store arrears, we'll ask you to clear the arrears immediately. If you don't, we'll end the agreement and take possession.
- 4.12 If you have a garage, parking bay, storage locker or bike store and get into arrears for your property, we'll end the garage (e.g.) agreement and take possession.

## 5.0 Support

- 5.1 We may feel you need further support and will ask the relevant team to contact you. They will be able to assess your current financial situation and may be able to work with you to increase your income and/or reduce your expenditure. They may also suggest or support you to contact an external organisation like Citizen's Advice, StepChange Debt Charity, or National Debtline, for help. They could also recommend some self-help tools and services you might also find helpful.

## 6.0 Enforcement

- 6.1 Eviction is our last resort. Our aim is to ensure we collect rental income and intervene early where you're facing financial difficulties that mean you're unable to pay your rent.
- 6.2 Where eviction action will be needed, we can only do this once authorised by the Head of Region, Head of Independent Living, or above.
- 6.3 We'll take legal action to repossess your home where:
- You persistently fail to pay rent and service charges
  - You've refused to accept and/or engage in any support

- You make no contact or agreement with us
- You break repayment agreements
- Your arrears aren't reducing by the required amount.

6.4 We'll not start possession proceedings where arrears are due to an outstanding benefit or Universal Credit claim, providing:

- You've given all the correct information required to the DWP / local authority, if required, and kept us up to date
- You're paying any sums due, not covered by benefit
- The DWP / local authority give us information about your claim and agree your claim is still valid. You'll need to give them your permission for us to discuss your claim with them.

6.5 We may use mandatory grounds for possession due to the level of arrears. This means a judge must give us possession of the property and has no discretion to refuse our request.

6.6 We may also use small claims courts or debt collection agencies. Any debt collection agency instructed will be compliant with all applicable laws and regulations.

6.7 The approach we'll take to recover arrears or debt will depend on the type of debt and the type of agreement, license, or lease.

6.8 When possession action is necessary, we will follow all regulatory and judicial processes (e.g. The Pre-Action Protocol for Possession Claims by Social Landlords) before processing any court applications.

6.9 If you've more than one debt with us, we'll prioritise payments as follows:

- Current rent arrears, services charges, and other occupancy charges (i.e. debts that can lead to the loss of your home)
- Debts for support services
- Current tenancy legal costs
- Former tenancy arrears
- Rechargeable works costs.

6.10 If you have a joint tenancy, both parties are liable for rent and arrears. This applies even if one tenant has left your home (see [Tenure Policy](#) for more details).

## **7.0 Leaseholders, shared owners, and freeholders in arrears**

7.1 When our leaseholders, shared owners, or freeholders are in arrears we will also refer to the [Homeowners Policy](#).

7.2 Where a homeowner is in arrears, particularly if suffering hardship, we may adapt our approach on a case-by-case basis. This can include offering extended periods to repay any rent or other outstanding charges. This will not apply to non-resident homeowners or buy-to-let investors unless there are very exceptional circumstances.

- 7.3 If you don't engage with us or make sufficient payments, we'll contact your mortgage provider, where possible, and ask they make arrangement to settle the outstanding arrears.
- 7.4 Payment arrangements for homeowners that exceed 12 months are regulated by the [Consumer Credit Act 1974](#). These will be in line with our Consumer Duty and will be subject to you entering into a credit agreement.
- 7.5 In exceptional circumstances, we may offer shared owners in significant arrears a downward staircasing of their home. The objective of selling equity back to us is to help reduce outgoings and avoid shared owners losing their home or deal with other exceptional circumstances. Any request for us to buy back shares must be approved by our internal Risk Appraisal Group (RAG) and will be managed in accordance with the [Buy Back Policy](#).
- 7.6 If you're consistently in arrears, we may take legal action against you to remove you from the property in accordance with your lease. This can also lead to forfeiture of your lease, meaning the lease will be terminated.

## 8.0 Credit Policy

- 8.1 We may offer credit to our shared owners, leaseholders, and freeholders in the following circumstances:
- In rent or service charge arrears
  - In arrears of large unpaid payments for major works costs.
- 8.2 We'll carry out thorough assessments in accordance with our financial regulatory requirements and won't offer credit unless the following criteria is met:

<b>Category</b>	Shared owners, leaseholders, freeholders
<b>Status</b>	In arrears of rent, service charge, or other charges as applicable
<b>Age</b>	You must be aged 18 or above
<b>Capacity</b>	You must be assessed for mental capacity
<b>Minimum income</b>	You must have sufficient income to be able to manage the payments under the credit agreement as per the creditworthiness assessment
<b>Credit score</b>	We must have no concerns regarding credit score and credit history

- 8.3 Before entering a new credit agreement or increasing the amount of credit offered, we'll ensure a reasonable assessment of your creditworthiness has been carried out.
- 8.4 The creditworthiness assessment will follow the process detailed in the appendix of this Policy and will be in accordance with 5.2A of CONC, the [FCA's Consumer Credit Sourcebook](#).



## **9.0 Other consequences of being in arrears or owing us money**

- 9.1 We don't normally allow residents who have arrears to move to one of our other properties. If we do allow it in exceptional circumstances, we'll include the arrears as a former tenant balance in the new tenancy agreement and agree payment plans in line with this Policy. We will take legal action if these are not paid.
- 9.2 If your tenancy is transferred following a court or property order, we'll allocate the arrears in line with the order.
- 9.3 If you're living in temporary supported housing and are in arrears, this may prevent you from being offered a move-on accommodation.
- 9.4 If you assign your tenancy, the person(s) being assigned the tenancy becomes responsible for paying the arrears.
- 9.5 You must clear all arrears and debts owed to us before we let you have a garage or parking space. If you have a garage or parking account, this needs to be paid in advance by the frequency you pay.
- 9.6 If we make any of the following payments, we'll deduct them from your arrears and debts:
- Compensation, if you agree (except where it's awarded under a Housing Ombudsman Service (HOS) order)
  - Payments for under-occupation
  - Home loss payments.

## **10.0 When you leave us**

- 10.1 If you have a tenancy or licence, all payments owed to us should be clear by the time your tenancy or licence ends. If not, you're responsible for any debts with us, even once you've moved out.
- 10.2 In exceptional circumstances we can make repayment agreements and may consider a settlement amount less than the original debt.
- 10.3 All homeowners are required to ensure arrears are cleared on completion of the sale of the property. We won't agree for the property sale to complete until the arrears have been paid.
- 10.4 When you sell your home, we will shut down your account once we receive notice of transfer from your buyer's solicitor.
- 10.5 Any unpaid debts on the seller's account will transfer automatically to the buyer's account on receipt of the notice of transfer from the buyer's solicitor.
- 10.6 If we don't hold up-to-date contact information, we have the right to use a tracing service through a third-party collection agency to gain a forwarding address.
- 10.7 Failure to engage may result in us sending your details to a third-party collection agency who'll collect the debt on our behalf.



- 10.8 If you've paid a deposit and there are arrears on your account, we'll withhold the deposit to cover some or all the outstanding balance, as allowed by the Deposit Protection Service (DPS).
- 10.9 In the event of a resident's death (for sole tenancies), we'll attempt to claim any arrears from the deceased's estate.

## **11.0 Monitoring and continuous improvement**

- 11.1 To identify missed or erratic payments, we use Artificial Intelligence (AI) software to manage rent accounts. This uses an algorithm so we know who to contact. For more information, please visit our [Privacy Notice](#).
- 11.2 We set annual targets for income collection. We measure performance by relevant KPIs and through performance reports to the Operational Management Team, Executive Team, and Board.
- 11.3 We'll review this Policy to address legislative, regulatory, best practice or operational issues.

## **12.0 Equality, diversity, and inclusion**

- 12.1 We've carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#).

<b>Policy controls</b>
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## Appendix

### Creditworthiness assessment

1. We'll carry out a creditworthiness assessment before offering credit or significantly increasing the amount of credit or credit limit. If multiple increases amount to a significant increase, a further creditworthiness assessment will take place.
2. The assessment will be based on information we're aware of at the time of the assessment.
3. When carrying out the assessment we'll consider both credit risk and affordability risk. The difference between these is explained later in this document.
4. We'll consider your ability to make repayments under the credit arrangements as the repayments fall due over the life of the agreement.
5. To assess this, we'll use:
  - Your income
  - Income:
    - from savings or assets jointly held by you and another person
    - received by you jointly with another person
    - received by another person and it's reasonable to expect the income to be available to you to make repayments under the agreement.
  - Savings or other assets where you've indicated clearly an intention to repay, wholly or partly, using them
  - Whether you'll have to borrow to meet the repayments
  - Whether you'll fail to make any other payment you have a contractual or statutory obligation to make, and
  - Whether the repayments will have a significant adverse impact on your financial situation.
6. If you intend to make repayments, wholly or partly, using savings or other assets, we'll take into account:
  - The purpose for the savings or assets
  - The likelihood of the savings or assets being available to make repayments under the agreement and
  - Any significant adverse impact on your financial situation of using those savings or assets.
7. To make an assessment based on the considerations noted above, we'll refer to the Income and Expenditure Form.
8. In carrying out the creditworthiness assessment and filling out the Income and Expenditure Form, we can obtain information from both yourself and from credit reference agencies. Other reliable sources may also be used to verify the information provided, if necessary and appropriate.
9. We'll take reasonable steps to determine the amount, or make a reasonable estimate, of your current income.

10. Where there's likely to be a reduction in your income during the term of the agreement, which could have a material impact on affordability risk, we'll take reasonable steps to estimate the amount of the reduction.
11. We may only take into account an expected future increase in income where we're provided with appropriate evidence the increase is likely to happen during the term of the credit agreement.
12. Once the initial assessment and the Income and Expenditure Form have been completed, we can make a recommendation as to the types of credit arrangement you should be offered, having regard to the factors noted above in this Policy.
13. The recommendation will include details of your disposable income, the advised buffer that should be allocated on top of the disposal income, and the recommended affordable monthly repayment amount.
14. If the recommendation is that you cannot afford any repayments in line with the expectations of our usual form of credit agreement, we'll investigate further to find a solution to the arrears issue.
15. We'll maintain records of each transaction where a credit agreement is entered into, in order to demonstrate that a creditworthiness assessment was carried out and that it was reasonable to do so.

#### **The difference between 'credit risk' and 'affordability risk'**

16. The FCA rules on creditworthiness include both credit risk to us as the lender and affordability risk to you, the borrower.
17. Credit risk - applies where credit may be repaid by a single payment. There may be circumstances where there's a risk one repayment will be missed or will be late. The FCA has also clarified 'repayments' do not include an 'option to purchase fee' under a hire-purchase agreement.
18. Affordability risk – applies where you're not able to make repayments under the agreement. When considering affordability risk, we'll not consider the existence of any guarantee, indemnity, or other form of security. If you intend to repay from savings or assets, we'll take into account the purpose you hold them for, if they'll be available to pay the debt and what impact this will have.
19. We'll take into account other forms of income including from household members, where we can reasonably expect this to be available to you for repayment of the credit. If we rely on this position, the FCA expects us to be able to demonstrate, if challenged, it was reasonable for us to expect the income would be available to make the repayments.

#### **Scope, extent and proportionality of assessment**

20. The extent and scope of the creditworthiness assessment, and the steps we take to fulfil the requirements, will be individual to each case.

We'll consider:

- The types of information to use in the assessment and the level of detail
- Whether and to what extent to obtain additional information from you
- Whether and to what extent to verify the accuracy of the information used and evaluate, and
- The steps needed to determine or estimate your income or non-discretionary spending, where necessary.

21. We'll consider the following when deciding what steps are needed to make the assessment reasonable:

- The type, amount and duration of credit, and the limit if applicable
- The frequency and amount of the repayments and the total amount repayable
- The total charge for credit
- Whether the rate of interest or any other charge is fixed or variable
- Any other costs which will/may be payable by you in connection with the agreement and
- Any other potential harmful consequences to you under the agreement if you fail to make a repayment by the due date.

22. The above will determine whether a more or less rigorous assessment is needed.

23. We'll take into account any factors at the time of the creditworthiness assessment and from previous dealings which may indicate you're experiencing/likely to experience financial difficulties, or if you have vulnerabilities and/or any additional needs.

### **Creditworthiness assessment where there's a guarantor**

24. We'll carry out a reasonable assessment of a potential guarantor before entering into the credit agreement, significantly increasing the amount of credit, or significantly increasing a credit limit for running-account.

25. We'll base the assessment on sufficient information we're aware of at the time.

26. The assessment of a guarantor doesn't need to be identical to the assessment of the resident but should be thorough and have regard to the potential obligations which may fall on the guarantor.

### **Unfair business practices**

27. We'll not complete some or all parts of an application intended to be completed by you, without your consent or unless you've been advised to check the application, and had a full opportunity to do so, before signing the agreement.

28. We'll not accept an application for credit where we know or have reasonable cause to suspect you've not been truthful in completing your application.

## Consumer duty

29. The FCA will implement a set of 'cross-cutting' rules to assist with the requirements of the 'Consumer Principle' and the interpretation of its 'Four Outcomes'.
30. The cross-cutting rules require us to:
- Act in good faith
  - Avoid causing foreseeable harm and
  - Enable and support residents to pursue their financial objectives.
31. The Four Outcomes relate to fairness and quality in relation to:
- Products and services
  - Price and value
  - Consumer understanding and
  - Consumer support.
32. In each case, we'll be expected to define, monitor, evidence, and stand behind our approaches to the Four Outcomes to ensure the needs of residents are being considered at every stage of a product or service life cycle.

## Approach

33. When carrying out our Consumer Duty, we'll consider the following:
- How often we assess affordability when offering credit
  - How often we assess the financial status of our residents being offered credit
  - The method we use to assess affordability
  - Whether or not rates and fees offered under closed product loans are appropriate in the current market
  - At what stage a resident's vulnerabilities should be identified as part of a product or service offering
  - How to ensure residents being offered credit agreements understand the products and services they're receiving and have the relevant information
  - Whether improvements can be made to specific Procedures or Policies in response to common complaints from our residents with credit agreements to improve specific issues
  - How best to communicate with our residents, and
  - Whether or not our current Policies and Procedures enable us to identify where are residents in credit agreements are experiencing difficulties.

This is not an exhaustive list.

## Products and services

34. When designing, creating, distributing, or finalising a new regulated product or service to be made available to residents, we'll maintain, operate, and review a process for approval of the product or service in each case. This will include:
- Specifying the target market for the product or service

- Making considerations and reasonable adjustments for our residents or customers with vulnerabilities and/or additional needs
- Assessing all relevant risks to the target market, including any risks to residents or customers with vulnerabilities and/or additional needs
- Ensuring the design of the product/service:
  - meets the needs, characteristics, and objectives of the target market
  - doesn't negatively affect groups of residents or customers, including those with vulnerabilities and/or additional needs
  - avoids causing harm to the target market.
- Ensuring the intended distribution strategy is appropriate for the target market and ensure the product/service is distributed accordingly
- Reviewing our products and services, and in doing so assessing the following:
  - whether the product or service meets the identified needs, characteristics and objectives of the target market, including those with vulnerabilities and/or additional needs
  - whether the intended distribution strategy remains appropriate.
- Where we identify any circumstances related to the product or service that may adversely affect our residents, we'll take action to mitigate the situation and prevent any further harm.
- We'll test products appropriately, including scenario analyses where relevant
- If we collaborate with another organisation to manufacture a product, each party's respective roles and responsibilities in the product approval process will be set out in a written agreement
- We'll select distribution channels that are appropriate for the target market.

### Price and value

35. We'll ensure the product and services we offer provide fair value to our residents and we'll carry out value assessments.
36. We'll do an initial assessment for any new product or service and any significant changes to them before they're marketed.
37. Where a product or service is intended to be provided or offered with one or more other products/services, we'll ensure each component and the package as a whole provides fair value.
38. Our assessments of whether or not the product or service provides fair value will consider the following:
  - The nature of the product or service, including its benefits
  - Limitations of the product/service
  - The expected total price to be paid by the resident, including any contingent fees
  - Any characteristics of vulnerability that residents in the target market may have and the impact these may have on the likelihood they'll not receive fair value.
39. We'll consider the following when assessing whether a product/service is providing fair value, where necessary:

- The costs incurred
  - The market rate and charges for a comparable product or service
  - Whether there are any products or services priced significantly lower for a similar or better benefit.
40. When we consider the value assessment, particular attention will be given to the following:
- Whether residents with vulnerabilities may be less likely to receive fair value and
  - Whether the product or service provides fair value for each of the different groups of residents in the target market.
41. We're responsible for the value assessment as follows:
- We'll consider the fair value assessment at every stage of the product or service approval process, in particular during the design stage and
  - We'll consider the fair value assessment when determining the distribution strategy for the product/service.
42. The assessment of whether a closed product/service (where there are existing contracts entered into before 31 July 2023 but are not marketed or distributed to residents on or after 31 July 2023) or an existing product (a product or service marketed or distributed to residents on or after 31 July 2023) provides fair value should be on a forward-looking basis only. Unless required to do so by any other rule, we do not need to consider whether closed products or existing products provided fair value prior to upcoming rules.
43. We'll regularly review the value assessment and distribution arrangements throughout the life of the product/service to ensure it continues to provide fair value to residents.

#### Consumer understanding

44. We'll support our residents, including those with vulnerabilities and/or additional needs, by adapting our communication to meet their needs, where necessary. We'll equip our residents to make properly informed decisions. Information will be communicated clearly and not mislead.
45. Where appropriate, we'll test communications before issuing them to residents and regularly monitor their impact.
46. If we identify any issues in our communication, we'll investigate the issue and correct any deficiencies.

#### Consumer support

47. We'll design and deliver support to:
- Meet the needs of residents, including those with vulnerabilities and/or additional needs
  - Ensure residents can use our products or services are reasonably anticipated



- Give our residents opportunity to understand and assess their options, including any risks and
- Ensure residents do not face unreasonable barriers (including unreasonable costs) during the lifecycle of a product, including when they want to:
  - (a) make general enquiries or requests to us
  - (b) amend or switch the product
  - (c) transfer to a new product provider
  - (d) access a benefit which the product is intended to provide
  - (e) make a complaint, or
  - (f) cancel a contract, or otherwise terminate their relationship with us.

### Governance

48. We'll prepare a report to the Financial Conduct Authority (FCA) setting out the results of our monitoring and any actions required.
49. Annually, we'll:
  - Review and approve the report on the outcomes being received by regulated our residents
  - Confirm whether we're satisfied we've complied with our Consumer Duty obligations.
50. When approving the report, the governing body must also agree:
  - Any action required to address any identified risk residents may not or have not received good outcomes, and
  - Any amendments to our business strategy to ensure we remain consistent with meeting our obligations under the Consumer Duty.

### Record keeping

51. We'll monitor:
  - Whether residents are being sold products/services that have been designed to meet their needs and provide fair value, and
  - Whether residents are equipped with the right information to make informed decisions and are receiving the support they need.
52. We'll keep records in accordance with our requirements under the Consumer Duty.

### Responsibilities

53. The Head of Customer Accounts has responsibility for ensuring the relevant FCA regulated parts of this Policy are up to date, relevant and being delivered. [This individual will be the 'NCD Champion' for the purposes of the FCA Consumer Duty.]
54. The Director of Customer Transactions has overall responsibility for the FCA regulated parts of this Policy.