Vulnerable Customer Policy

Legal & General AFFORDABLE HOMES

1. Policy Introduction

Legal & General Affordable Homes (L&G) is committed to helping its customers access information about their homes and services in a way that suits their individual needs and, if necessary, receive the assistance they need to sustain their tenancy.

We understand that vulnerability can be a temporary or permanent state. People can be vulnerable at different times and for different reasons, and this policy reflects the changing needs of our customers.

2. Applies to

This policy will apply to the following entities and any reference to L&G within this policy relates to all entities listed below:

Legal & General Affordable Homes Limited
Legal & General Affordable Homes (Operations) Limited
Legal & General Affordable Homes (AR) LLP
Legal & General Affordable Homes (SO) LLP
Legal & General Affordable Homes (Capital) Limited
Legal & General Affordable Homes (Development 3) Limited
Legal & General Affordable Homes (Investment 1) Limited
Legal & General Affordable Homes (Investment 2) Limited
Legal & General Affordable Homes (Investment 3) Limited

This policy applies to everyone involved in delivering services to our customers, including all L&G staff (whether permanent, fixed-term, or temporary) as well as Board members, volunteers, and partners.

We expect all individuals and organisations working with or on behalf of L&G to uphold the principles of this policy, particularly where contractual obligations apply. This shared commitment ensures that every customer receives a consistent, respectful, and accessible experience, regardless of who is delivering the service.

3. Policy Aims

As a responsible landlord, we want to ensure customers receive the services and assistance they require to sustain their tenancy or to access services in a way that suits them best. To achieve this, we aim to:

- Encourage our customers to share information with us about any additional needs or requirements they or any household members may have
- Ensure any additional needs are recorded appropriately, with our customer's consent
- Use all available information to identify if a customer or a household member is vulnerable
- Account for known additional needs when providing services or managing tenancies or leases
- Assist our customers in accessing additional services that they may need

- Record any known representatives who have delegated authority or power of attorney to act on behalf of our customers
- Consider any additional needs and where appropriate adapt our service
- Where applicable, make appropriate referrals to advice, support, and tenancy sustainment services
- Ensure that safeguarding referrals are made and documented whenever needed, in line with our Adult and Child Safeguarding Policies.

4. Definition of Vulnerability

We define vulnerability as any condition or circumstance that places an individual or household at risk of losing their home, or that could cause serious harm to their wellbeing without appropriate support.

Where this applies, we will make reasonable adjustments to our services and processes to reduce that risk and ensure customers receive the support they need. Examples of vulnerability include, but are not limited to:

- A physical, learning, or sensory disability
- Terminal illness
- Mental health conditions
- Experience of domestic abuse
- Being a care leaver
- Difficulty understanding, speaking, or reading English
- Addiction or substance/alcohol misuse
- Isolation or lack of support networks

Vulnerability may arise from a single issue or a combination of factors. It may also be temporary, long-term, or fluctuate over time. Some customers may be vulnerable due to isolation or because they are unable to cope with their current circumstances.

We recognise that vulnerability affects people differently. That’s why we assess each customer’s individual situation and tailor our services to meet their specific needs.

5. Identifying Vulnerability

Vulnerability can be identified by:

- Customers telling us or by sharing information about themselves or their household members during the lettings or sales process, or after they have moved into their home.
- Any member of our staff or our partners who have contact with our customers in person, on the phone or through any other channel of communication.
- Appointed contractors.
- A referral from an external agency, charity, medical professional, or organisation
- A family member or carer

We expect our staff and partners to be aware of the possibility that someone may be vulnerable. This could be from information they receive from customers during routine work such as home visits, telephone calls or repairs.

Our staff and partners delivering services will have training, so they are able to recognise potential signs of vulnerability such as:

- Anti-social behaviour because of mental health issues
- Being a victim of anti-social behaviour, harassment, or domestic violence
- A repeated failure to respond to correspondence or to answer the door when visited
- Hoarding, self-neglect or other behaviour which results in your home and/or garden becoming damaged, neglected, or unsuitable for occupation
- Erratic rent payments and falling into arrears when you previously had a good payment history

6. Recording Vulnerability

We and our partners will record on customers' accounts any known vulnerability, any communication or access needs and whether there is anyone with delegated authority to speak to us on behalf of our customer, such as a care or support worker. This will ensure that our staff and partners will have advance knowledge of any additional factors to consider when delivering services.

If a customer record is being updated to identify any vulnerabilities or additional factors, we will seek their consent, and they can ask to have this removed at any time.

In line with our Adult and Child Safeguarding Policy, we and our partners are required to raise any safeguarding concerns regarding a customer or their household with the relevant local authority and our internal Safeguarding Lead. Our Safeguarding policies also set out how we identify and support vulnerable adults and children at risk, and ensure statutory agencies are involved immediately if a concern is raised.

7. Delivering Services

We and our partners will use the information we have available about our customers to proactively adapt the way we deliver our services. We expect our Management Providers specifically to directly engage with customers to understand their needs and utilise the services they offer to tailor their approach. This may include:

- More regular contact with a member of the team
- Agreeing a nominated contact such as a carer and this may include correspondence being sent to someone who has authority to act on a customer's behalf.
- Providing information in accessible formats such as large print and translations
- Allowing more time for someone to get to the door or answer the telephone
- Prioritising repairs if there are health and/or vulnerability issues in the household
- By request, having a member of the team attend to support with a repair appointment

Customers will be asked about any communication needs and preferences during the initial letting process and at other opportunities during their tenancy or lease. These will be recorded so we can effectively communicate with them. We understand that not all customers are able to access services digitally. While we continue to expand our digital services, we remain committed to ensuring that everyone can engage with us in a way that suits their needs. For customers who may lack digital skills, confidence, or access to the internet, we will continue to offer alternative, non-digital channels of communication and support.

If requested, we will support the provision of aids and adaptations within our homes that support customers to live as independently as possible.

We recognise that poverty and debt are factors that some of our customers may face. If support is needed, we will signpost customers to other partners and organisations that promote financial inclusion.

8. Lettings and Sales

When allocating our homes, we and our partners will review any information we receive about potential customers to help us ensure any offer of housing is right for them and their household, as a commitment to longer-term tenancy sustainment.

When deciding to enter a tenancy or lease agreement, a potential customer must be able to understand:

- The type of tenancy/lease they are being offered.
- Their obligations under the terms of the tenancy or lease, e.g., to pay rent, to occupy and maintain the property.
- Our obligations under the terms of the tenancy or lease, e.g., to maintain the property.
- That failure to keep to the terms of the tenancy or lease could result in us taking steps to end the tenancy or lease.

New customers, as part of the lettings and sales processes, will be encouraged to tell us about the needs of any vulnerable household members, any disability and any existing care and support services being received.

9. Taking legal action for a breach of tenancy by a vulnerable customer

We and our partners will take prompt action in relation to significant breaches of tenancy or lease conditions, such as failure to pay rent and anti-social behaviour. We recognise that failing to comply with such conditions may be due to a customer’s vulnerability and this may result in referring them for specialist support.

We will be sensitive to individual circumstances and will use a variety of techniques and action to resolve any breaches before situations escalate, or debts become unmanageable. We will use the information available to us to ensure we communicate effectively to ensure our customers understand any agreements or actions they need to take. We will, where identified, contact any nominated contacts or support providers.

If we cannot reach an agreement or resolution, we will consider legal action. When doing so we will follow all pre-action court protocols. We will supply evidence to show that we have done all we can to avoid legal action. We will ensure that the requirements of disability discrimination legislation will be taken into consideration before taking legal action against a vulnerable customer.

Taking action to evict someone will always be a last resort. Our aim is to secure the best possible outcomes for our customers and the surrounding community.

10. Equality and Diversity

We are committed to ensuring that all our services are accessible to every customer. Our employees will receive training to communicate effectively and respectfully, and to ensure they have the right information to support customers confidently.

This policy will be applied in a way that guarantees fairness and respect for all. We recognise our responsibility to advance equality of opportunity and to prevent discrimination or victimisation on any grounds, including age, sex, sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership, and any other protected characteristic under the Equality Act 2010.

Upon request, we will provide translations of our documents, policies, and procedures in a range of formats, including Braille and large print, to ensure that no customer is excluded from accessing vital information

11. Policy Review

We will review this policy every two years to make sure it meets our aims and continues to be relevant and accurate.

This policy will be reviewed sooner if:

- Legislation / regulation or industry changes require it.
- We identify any problems of failures in this policy as a result of customer or stakeholder feedback, complaints or findings from any independent organisations.

Recommendations are made following investigations into significant incidents.

Accountable Director	Director of Customer & Property
Approval Date	June 2025
Review Date	June 2027 *(or subject to any changes in regulatory, legislative and/or areas of best practise where a review is required sooner than the stipulated review date)*