Populo

Complaints and Compensation Policy

September 2026

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Department	Operations
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Member Responsible for Complaints:	Bobby Arthur

Approval History

Presented to	Date	Outcome
Populo Homes Board **Populo Living Group Board**	**17 September 2026** **15 October 2026**	**APPROVED** **APPROVED**

1. **Introduction**

Ombudsman Self-Assessment

Populo Homes undertakes an annual self-assessment against the Housing Ombudsman's Complaint Handling Code. This ensures our complaint handling remains transparent, compliant, and continuously improving.

The purpose of the self-assessment is to:

- Review performance against fairness, accessibility, and timeliness standards.
- Identify strengths and areas for improvement.
- Embed learning from complaints.
- Provide assurance to residents and governing bodies.

Responsibilities: The Complaints Manager coordinates the assessment with oversight from the Director of Customer Services and the Member Responsible for Complaints (MRC).

Publication: We will monitor complaint performance regularly. Complaints performance information will be reported at each scheduled Board meeting, while the annual self-assessment and annual complaints performance and service improvement report will be presented to the Board and published for customers

1.1 We aim to provide our customers with good quality homes and services. Sometimes things don't go to plan, and we want to put them right as quickly as possible. Populo Living Limited, and its subsidiary companies ('Populo'), aim to get services right first time. However, we do accept that sometimes we may fall short on service delivery, and customers may complain. We understand that complaints (and the circumstances around them) may cause distress or upset for customers. We aim to deal with complaints in a sensitive and timely manner to reach an amicable and fair resolution.

1.2 Further to this, we will use complaints as an opportunity to put things right and improve the way we deliver our services.

1.3 This policy is for all customers who receive a service from Populo, and includes where contractors or agents are providing a service on Populo's behalf.

1.4 Everyone at Populo is responsible for the service we deliver and when something goes wrong, the way we respond to a complaint will reflect our values. We will take the opportunities that complaints provide us to review our processes and make any changes needed.

1.5 Our Complaints Policy is aligned to and follows the requirements, principles, and obligations of the following:

1.5.1 **Housing Ombudsman's Complaint Handling Code**
1.5.2 **Housing Ombudsman Scheme**
1.5.3 The Regulator of Social Housing's Transparency, Influence and Accountability Standard (effective 1 April 2024)
1.5.4 **The Property Ombudsman's Code of Practice for Residential Letting Agents**

1.6 This policy sets out how Populo handles complaints and provides appropriate remedies where something has gone wrong, including the circumstances in which compensation may be considered.

2. Scope of the Policy

Complaints Definition

2.1 *A complaint is an expression of dissatisfaction, however made, about the standard of services, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.*

2.2 Customers will not have to specifically state that they are filing a complaint for the matter to be treated as such. It is often helpful to clarify with the customer what their expectations are.

2.3 In a case where the customer does not specifically state that they are raising a complaint, but there are comments that are equivalent or could be construed as such, we will treat the comment as a complaint and follow this complaints policy in order to rectify the issue.

2.4 Such clarifications should be sought from the customer if the issues they are complaining about are not clear enough.

Who can make the complaint?

2.5 We accept complaints from our customers, or anyone directly impacted by our housing related, or other related services, including service applicants. We will also accept complaints from someone acting on behalf of a customer.

What does not constitute a complaint?

2.6 We must accept a complaint unless there is a valid reason to do so. If Populo decides not to accept a complaint, we will write to the complainant explaining the reasons why we have taken the decision, and back this up with any relevant evidence that has been used to justify our rejection of the complaint.

2.7 We will consider each complaint on its own merits.

2.8 Examples of where a complaint will not be considered as valid include:

2.8.1 **Service Requests:** The making of any service requests. A service request is **a request from a customer to the landlord requiring action to be taken or to put something right.** Service requests will be handled through our service request procedures. However, should the customer become dissatisfied with the provision

of a service request, even where the service request remains ongoing, the customer will have the right to raise any complaint against the provision of the service request.

2.8.2 **Clarification on Policies:** A request for information about, or a clearer explanation of, our policies.

2.8.3 **Cases with Legal Claims:** Cases where a legal claim is being made against Populo, including disrepair cases and insurance claims (if the claim occurs after the complaint has been raised, we will then close the complaint). However, we will still seek to resolve any issues such as outstanding repairs with the resident.

2.8.4 **Court/Statutory Cases:** Cases where a customer is taking a matter to court, or the matter is being dealt with by another statutory agency that has the power to resolve the complaint (if the claim occurs after the complaint has been raised, we will then close the complaint).

2.8.5 **Anti-Social Behaviour:** Complaints of anti-social behaviour will be covered by Populo's Anti-Social Behaviour Policy. However, if a complaint is being raised because the customer is dissatisfied with how their case was being handled, this will constitute a valid complaint.

2.8.6 **Commercial Partnerships:** the policy does not apply to complaints where the complaints relate to a commercial partnership, unless that commercial partner is providing a service to a tenant. In this case, the complaint will be considered valid.

2.8.7 **More than 12 months:** issues which are older than 12 months old will not be considered valid unless there are *exceptional circumstances* to review the complaint beyond this timeframe, which may include:

2.8.7.1 The complainant was too ill to make a complaint within the timeframe;

2.8.7.2 Not addressing the complaint would lead to immediate threat or harm to the customer

2.8.7.3 The list is non-exhaustive and will be reviewed on a case by case basis.

2.8.8 **Prior Consideration of the Complaint:** a complaint will not be recorded for matters that have previously been considered under Populo's complaints process, and are currently undergoing review, or have already completed Populo's Stage 1 and Stage 2 complaints process (i.e. a repeat complaint about an issue that has already been addressed).

2.8.9 **Making a Complaint about an unreported service request:** a complaint shall not be considered where the complaint relates to a service request that has not been initially raised with Populo to address separately such as:

2.8.9.1 Reporting a repair.

2.8.9.2 Reporting a neighbourhood issue

2.8.9.3 Reporting an anti-social behaviour issue

2.8.9.4 The list is non-exhaustive and will be reviewed on a case by case basis.

2.8.10 **Personal Injury Claim:** Should a customer seek compensation for injury, this will be dealt with as a personal injury claim via our insurers and not through our Complaints Policy.

2.9 If the customer has referred a complaint to one of our contractors or a third party which is acting on Populo's behalf, the complaint will be referred to Populo's Customer Service Team and handled in accordance with our own Complaints Policy.

2.10 In the case that we do not accept a complaint, we will provide a detailed explanation, in writing, to the complainant, providing our reasons as to why the issue raised does not constitute a complaint. Our third party contractors, or any other party that is provided a

third-party service on behalf of Populo, will be informed of our Complaints Policy and Procedure.

2.11 The customer shall maintain the right to approach the appropriate Ombudsman service if they do not agree with our decision.

2.12 Complaints relating to staff conduct will be fully investigated in line with Populo's internal Human Resource Policies, but we cannot divulge the outcome of these investigations for reasons of confidentiality. This said, we will explain, where it does not breach GDPR data protection, what our investigation involved, in accordance with our policy.

3. Statement and Principles

3.1 Populo will ensure that complaints are handled under the following principles:

3.1.1 We will ensure that everyone is treated fairly throughout and following the complaints process, and without discrimination, in line with Populo's Equality, Diversity and Inclusion Policy.

3.1.2 All complaints will be reviewed and processed fairly and honestly.

3.1.3 We will promote a positive no-blame complaint handling culture.

3.1.4 We will proactively assess and analyse complaints to identify trends, causes, and systemic issues to learn and make improvements to our services, policies, and procedures.

3.1.5 We will listen to complaints with our customers to understand where our service has not met expectations, or agreed standards and policies, and respond appropriately.

3.1.6 We will ensure that the management of complaints is a customer-focused and friendly process that enables customers to be heard, understood, treated with empathy and to try and resolve issues as early as possible.

3.1.7 Customers, and where approved, their representative/advocate, will be given a fair opportunity to set out their position and comment on any finding or outcome before a final decision is made by Populo at both Stage 1 and Stage 2 outcomes.

3.1.8 We will ensure a consistent approach to dealing with complaints across all our companies and teams, promoting a positive, accountable, and transparent complaints culture.

3.1.9 We will deal with complaints on their own merits, act independently, and have an open mind when receiving and handling complaints.

3.1.10 We will ensure that we will consider all conflicts of interest, potential or actual, when handling your complaint.

3.1.11 We will ensure that we will consider all relevant information and evidence with the utmost due diligence, and relay what evidence has been assessed when providing a response to your complaint.

3.1.12 Any decision or remedy made shall always take into account guidance issued by the Housing Ombudsman.

3.1.13. We will ensure that colleagues responsible for receiving, investigating and responding to complaints receive appropriate induction, ongoing training and refresher training. Colleagues will be supported to maintain the knowledge, skills, behaviours and authority required to handle complaints fairly, independently and effectively. Training and competency requirements will be reviewed in accordance with applicable regulatory requirements, including the Regulator of Social Housing's Competence and Conduct Standard, where relevant.

4. Complaints Handling

Getting in Touch

4.1 You can raise a complaint with Populo in a number of ways:

4.1.1 **Phone:** By phone through our customer service team on 02071128901

4.1.2 **Email:** By email to Complaints@populoliving.co.uk

4.1.3 **In writing to the head office to:** 3rd Floor, Discover House, 379-381 High Street, London, E15 4QZ

4.1.4 Directly to any colleagues in any format

4.1.5 Via a representative or advocate (we must have written permission from the customer in accordance with this Complaints Policy)

4.1.6 Where necessary we can meet you at home or in one of our management offices, in accordance with our Lone Workers Policy.

4.1.7 If you would prefer to communicate in a language other than English, please let us know. We will provide information about the translation and interpretation support available

4.2 The Complaints Policy will be accessible on our website and published where possible, in leaflets, newsletters, and other correspondence with our customers. Copies of the policy can also be provided upon request.

Third Party Representation

4.3 You may also wish to make a complaint via a third party, or advocate, such as a family member, support worker, or carer etc, who may act on your behalf where you wish to make a complaint. Landlords must give residents the opportunity to have a representative or advocate and to be represented or accompanied at any meeting with the Landlord.

4.4 An advocate is someone who acts on the complainant's behalf. They are usually used when a resident does not have the confidence or capability to complain themselves. We can engage with the advocate pursuing a complaint on the complainant's behalf, so long as we have evidence that this person has their specific approval to act on the complainant's behalf, and to have information provided to them by us. This information will be required before we can discuss the matter with the advocate.

4.5 If you wish for a third party to make a complaint on your behalf you must:

4.5.1 **Written Consent:** Get permission from the customer in writing stating the specific individual in which the customer is happy to represent them on their behalf when making a complaint.

4.5.2 **Verification:** A member of the customer services team will then verify the following with the complaint:

4.5.2.1 That they have received the formal confirmation of the third party representative/advocate:

4.5.2.2 The contact information that we will use in order to contact the third party representative/advocate.

4.6 Please note that all correspondence between us and the third party representative or advocate will be accessible to the complainant.

4.7 Once approved, the approved third party representative/advocate will be entitled to accompany you or speak/email on your behalf.

4.8 Should the appointment of the third party/advocate not be approved via the appropriate process, we will not discuss any complaints with that individual until the appropriate approval process has been followed.

Unreasonable Behaviour

4.9 We appreciate that complaints may be frustrating and can be distressing to the customer in question. However, Populo maintains the value that all staff should be treated with courtesy. Therefore, in case where this does not happen, and where this may constitute unreasonable behaviour, we may seek to place restrictions on the form of communication held between Populo and the complainant through the complaint investigation.

4.10 We will not tolerate unreasonable behaviour while making a complaint. Our Populo Living Group Reasonable Behaviour Guidance, and Anti-Social Behaviour, outlines what will and will not be deemed acceptable and how Populo Living and its subsidiaries will deal with this. To summarise, the Populo Living Group will not accept:

4.10.1 Abusive or threatening behaviour towards Populo Living Group members of staff or representatives of property
4.10.2 Assaulting Populo Living Group staff members or representatives
4.10.3 Damaging Populo Living Group property
4.10.4 Refusing to cooperate with staff during the investigation of the complaint
4.10.5 Repeatedly contacting several members of staff about the same complaint, and making unnecessary demands over staff time
4.10.6 Submitting repeated complaints, relating to the same events
4.10.7 Continually raising new issues during the complaint investigation which should have been included in the original complaint(separate complaints can be raised for new emerging issues)

4.11 Where a complaint falls within any of these categories, a decision can be made by the Head of Housing and Customer Services to halt the complaint process and refer the complaint directly to the appropriate Ombudsman.

4.12 Alternatively, a decision may be made to implement restrictions of the forms of communication held between the complainant and Populo as a result of the unreasonable behaviour. This may include who the complainant can contact, how and when contact can be made, or stopping the investigation in its entirety in accordance with clause 4.10 of this policy. The complainant will be notified that the behaviour is unacceptable and advised on the implications before further action is taken although in exceptional cases this may not be possible or appropriate.

4.13 Should we decide the implement restrictions, we shall ensure that all restrictions are considered proportionate to the nature of the unreasonable behaviour that is being exhibited, with additional restrictions being implemented should restrictions be imposed but the behaviour persists.

5. Complaint Investigation and Resolution (Stage 1 and 2)

5.1 There are 2 stages to our formal complaints process.

5.2 Populo Homes residents have the right to refer their complaint to the Housing Ombudsman, where appropriate, at any point during the investigation of either a Stage 1 or Stage 2 complaint, and details of how to do this will be included within any complaint's correspondence.

5.3 Populo Living residents have the right to refer their complaint to the Property Ombudsman, where appropriate, at any point during the investigation of either a Stage 1 or Stage 2 complaint, and details of how to do this will be included within any complaint's correspondence.

5.4 Details of our Stage 1 and Stage 2 complaints stages are detailed below:

Stage 1 – Complaint Handling

5.5 On receipt of a complaint about the standard or service, action, or lack of actions by Populo or one of our contractors, the complaint is logged by our customer services administration team and allocated to a Property Manager or Housing Officer who will act as the lead officer for handling the complaint. That designated officer will have the relevant resources and authority to deal with the dispute, and to provide a suitable remedy to the complaint in accordance with Populo's compensation policy

5.6 The complaint will be acknowledged, via an acknowledgment letter, in 3 working days, and will be defined and logged within our -housing management system.

5.7 In the acknowledgment letter, you should expect details of the staff member handling the complaint, our understanding of your complaint and of the outcomes that the customer is seeking. It will also contain any questions that we need to ask should we need clarification regarding the complaint. We will also agree with the customer how often they would like to be kept updated on the complaint.

5.8 If additional complaints are raised during this investigation, we will aim to incorporate these into the stage 1 response, unless we consider it will unreasonably delay our response to the initial complaint, in which case a new complaint will be logged.

5.9 We will We will issue our Stage 1 response within 10 working days of acknowledging the complaint. If an extension is required because of the complexity of the complaint or other exceptional circumstances, we will explain the reasons to the customer in writing and provide a revised response date. Any extension will not normally exceed a further 10 working days without good reason. We will agree with the customer how frequently they will receive updates during the extension period and provide the appropriate Ombudsman's contact details

5.10 After we have agreed the resolution and confirmed our decision in writing, we will monitor progress until all actions are complete

5.11 Populo will ensure that where an extension is beyond the 10 working days, if you are shared ownership or LAR resident, that we also provide copies of the contact details of

the Housing Ombudsman. If you are a private rental tenant, then we will be sure to provide you copies of the contact details of The Property Ombudsman.

Escalation of Complaint from Stage 1 to Stage 2

5.12 If a customer remains dissatisfied with all or part of the Stage 1 response, they can request that their complaint is progressed to Stage 2. Customers are not required to explain their reasons for requesting escalation, although we will make reasonable efforts to understand why they remain dissatisfied as part of our Stage 2 consideration.

5.13 If all or part of the complaint is not resolved to the customer's satisfaction at Stage 1, it must be progressed to Stage 2 of the landlord's policy. Stage 2 is the landlord's final response.

Stage 2 – Escalated Complaints Handling to Senior Manager

5.14 A Senior Manager, who is not involved in the initial complaint will be the lead officer for the Stage 2 complaint. We will make contact within 5 working days to acknowledge the request for escalation into a stage 2 complaint, and we will define and log the complaint in accordance with our housing management system. The designated officer will have all of the relevant resources and authority to handle the complaint, and to provide a suitable remedy to the complaint in accordance with Populo's Compensation Policy.

5.15 We will also agree with the customer how they would like to be kept updated on the complaint raised.

5.16 In the acknowledgment letter for a Stage 2 complaint, you should expect details of the staff member handling the complaint, our understanding of your complaint and of the outcomes that the customer is seeking. It will also contain any questions that we need to ask should we need clarification regarding the complaint. We will also agree with the customer how often they would like to be kept updated on the complaint.

5.17 We will issue our Stage 2 response within 20 working days of acknowledging the escalation request. If an extension is required because of the complexity of the complaint or other exceptional circumstances, we will explain the reasons to the customer in writing and provide a revised response date. Any extension will not normally exceed a further 20 working days without good reason. We will agree with the customer how frequently they will receive updates during the extension period and provide the appropriate Ombudsman's contact details

5.18 Populo will also ensure that where the extension is beyond the 20 working days, that we also provide copies of the contact details of the Housing Ombudsman to Populo Homes residents. If you are a private rental tenant (Populo Living), then we will be sure to provide you copies of the contact details of The Property Ombudsman.

5.19 After we have agreed the resolution and confirmed our decision in writing, we will monitor progress until all actions are complete.

6. *Remedies and Compensation*

6.1 Where we identify that a service failure has occurred, we will take appropriate action to put things right and provide fair and proportionate redress. Remedies may include practical actions, apologies, service improvements, financial compensation, or other measures designed to restore the customer to the position they would have been in had the service failure not occurred. We will consider remedies and compensation in line with the Housing Ombudsman's Guidance on Remedies and, where applicable, The Property Ombudsman's Code of Practice.

6.2 Expected remedies to a Stage 1 or Stage 2 complaints can include:

6.2.1 Financial statutory compensation
6.2.2 Discretionary compensation: this will be considered on a case by case basis and in line with our Policy where the complaint has been upheld.
6.2.3 Expediting repairs or completing corrective works
6.2.4 Issuing a formal apology or reviewing decisions
6.2.5 Mediation, additional support or intervention where necessary
6.2.6 Goodwill gestures such as vouchers or gift cards
Implementing service improvements to prevent recurrence. The list is non-exhaustive and will be reviewed on a case by case basis, and against our Compensation Policy.

6.3 **Types of Compensation**.

6.3.1 Statutory Compensation: Statutory compensation payments are those prescribed by legislation or regulation. These may include:

- Right to Repair compensation for qualifying repairs completed outside prescribed timescales;
- Compensation for approved tenant improvements where applicable;
- Home Loss Payments;
- Disturbance Allowances and associated reasonable moving costs.

These payments are governed by legislation which sets out eligibility criteria and payment arrangements.

6.3.2 Financial Loss Payments

Financial loss payments may be awarded where a customer has incurred a reasonable and evidenced financial loss as a direct result of our action, inaction or service failure.

Examples may include:

- Loss of use of facilities or amenities;
- Additional utility costs resulting from the need to use temporary heating, dehumidifiers or similar equipment;
- Loss of, or poor quality of, a service chargeable service;

- Other evidenced financial losses directly attributable to a service failure.

Claims must be supported by appropriate evidence and will only relate to losses directly resulting from our service failure.

6.3.3 Discretionary Compensation

Discretionary compensation may be considered where practical actions alone cannot adequately restore a customer to the position they would have been in prior to a service failure.

Discretionary compensation may be awarded in recognition of:

- Distress, inconvenience or detriment caused by service failure;
- Delays in delivering services;
- Failure to meet service standards;
- Poor complaint handling;
- Damage caused through negligence by Populo or its contractors.

When determining discretionary compensation, we will consider:

- The number of service failures experienced;
- The nature of the service failure;
- The customer's individual circumstances;
- The level of inconvenience, distress or detriment caused;
- The duration of the service failure; and
- The effort required by the customer to resolve the issue with Populo.

The replacement of damaged items will normally be considered on a like-for-like basis, taking account of age, condition and reasonable replacement value. Where appropriate, equivalent or pre-owned replacements may be considered. If replacement is not achievable, a financial payment may be offered instead. Reasonable delivery costs will also be considered.

Where a service failure has resulted in significant decorative damage to a customer's home, we may consider decoration vouchers or other appropriate remedies to support redecoration works.

6.4 Complaints Handling Compensation

We may award compensation where a complaint has not been handled in accordance with this policy or our complaints procedure and this has caused detriment to the customer.

Examples include:

- Failure to recognise and record a complaint;
- Failure to escalate a complaint where requested;
- Delays in complaint responses;

- Failure to keep customers appropriately informed throughout the complaint process

6.5 Exclusions
We will not normally award compensation where:

- The complaint has not been raised through our complaints process;
- The matter relates to events more than 12 months old, unless there is a reasonable explanation for the delay;
- The issue relates to a service we do not provide or is outside our control;
- The matter is subject to active legal proceedings or tribunal action;
- The claim relates to damage normally covered by a contents insurance policy;
- The claim concerns personal injury, illness or alleged negligence matters that must be considered by our insurers;
- Service standards have been met;
- The issue has arisen due to the customer's own actions, omissions or wilful damage;
- The issue has been caused by a third party;
- The impact arises from severe weather or other circumstances beyond our control;
- The claim relates solely to loss of earnings.

6.6 Personal Injury Claims

Claims relating to personal injury, ill health or allegations of negligence resulting in injury will not be handled through the complaints process and will be referred to Populo's insurers for investigation through the appropriate insurance claims process.

6.7 Compensation Payments

Customers must continue to meet their rent and service charge obligations while a complaint or compensation claim is being investigated.

Where appropriate, compensation may be credited to a rent account or other customer account where arrears exist, provided this does not disadvantage the customer. Compensation intended to reimburse evidenced out-of-pocket expenses will normally be paid directly to the customer.

We will aim to issue compensation payments within 14 working days of acceptance of the compensation offer. Payments will normally be made by:

- BACS transfer;
- Credit to a rent or service charge account; or
- Another agreed method where appropriate.

Compensation offers will remain valid for three months from the date of offer unless otherwise stated.

Where compensation is proposed or paid by a contractor acting on Populo's behalf, Populo will retain oversight and accountability for the decision. All such awards must be reported to and recorded by Populo, reviewed against this policy and the circumstances of the case, and monitored to ensure that residents receive fair and consistent outcomes. Contractor involvement does not remove Populo's responsibility for ensuring that an appropriate remedy is provided.

6.8 Review of Compensation Awards

If a customer is dissatisfied with a compensation offer made as part of a complaint, they may challenge the award through the complaints process. The amount offered will be reviewed as part of the complaint investigation and response. Any review of a compensation award will normally be undertaken by an appropriately authorised manager or senior officer.

7. Contacting the Housing Ombudsman

7.1 If the customer is still not satisfied after undergoing our Stage 1 and Stage 2 complaints process, the customer may contact the Housing Ombudsman Service should they wish to pursue the matter further outside of Populo's internal complaint process.

7.2 For LAR and shared ownership tenants, The Housing Ombudsman is available via the following information:

7.2.1 **The Housing Ombudsman Website** at www.housing-ombudsman.org.uk
7.2.2 **Via Post at:** Housing Ombudsman, PO BOX 1484, Unit D, Preston, PR2 0ET
7.2.3 **Telephone:** 0300 111 3000
7.2.4 **Email:** info@housing-ombudsman.org.uk

7.3 For private rental tenants, the Property Ombudsman is available via the following information:

7.3.1 The Property Ombudsman: at https://www.tpos.co.uk/
7.3.2 Via post at: Unit 159756, PO Box 7169, Poole, BH15 9EL
7.3.3 Telephone: 01722 333306
7.3.4 Email: admin@tpos.co.uk

7.4 Please note that private rental customers must have exhausted Populo's internal complaints procedures first prior to making a complaint to The Property Ombudsman.

8. Monitoring and Review

8.1 We will ensure that we are approachable and helpful throughout the complaints process, measuring our adherence to this policy through internal audit and compliance checks, and through performance reporting to our Board.

8.2 Policy overview sessions will be delivered to relevant teams following implementation of this policy to ensure the content and responsibilities are understood.

8.3 We will regularly monitor our performance on complaints, reporting this annually to the Board via the self-assessment, and bi-monthly at each board meeting, and sharing with customers through the annual reports **including the self-assessment**, and Annual Performance and Service Reports.

8.4 The Board and the Executive will be kept informed of cases referred to by the Housing Ombudsman, with details of the decision reached any recommendations made.

8.5 Quarterly surveys will be conducted with our customers to ascertain the quality of our service provision, and in doing so, will ensure that the surveys will contain information that details how customers can raise a complaint should an issue arise.

8.6 A copy of the complaints policy, periodically reviewed, will be published on the Populo website and circulated with tenants directly where changes to the policy arise.

8.7 This policy will be reviewed every 2 years unless a change in legislation, regulation, guidance, or business needs prompts an earlier review.

Appendix 1:

Appendix 1: Discretionary Compensation Terms

1. This guide provides guidance on when discretionary compensation will be offered. This includes gestures of goodwill. Discretionary compensation will normally only be paid where there has been:
   1.1. Actual, proven financial loss sustained as a direct result of a service failure or mismanagement and/or
   1.2. Avoidable inconvenience, distress, detriment or other unfair impact of the service failure or mismanagement

2. All compensation payments must be appropriate and proportionate. A Populo Customer Services Manager, or Head of Service, may agree compensation of up to £500. Any payments exceeding this amount must be authorised by the Director of Customer Services.

3. Discretionary compensation can include payment for:
   3.1. Damage to property or decorations because of negligence by a Populo employee or contractor acting on behalf of Populo.
   3.2. Unacceptable delays in providing services which have resulted in serious distress or inconvenience.
   3.3. Unacceptable responses to upheld or partially upheld complaints which have caused distress or dissatisfaction due to poor complaint handling.
   3.4. Additional costs incurred because of a failure in service.

4. The amount awarded will reflect the impact on the customer making the complaint.

Impact Level	Description and Compensation Range
Minor Impact	**Up to £50 per claim**: The complaint has been upheld and there has been minor inconvenience or distress caused. Impact has been no more than a reasonable person could be expected to accept and the compensation is a token of acknowledgement of our responsibility. This type of payment would be recorded as a gesture of goodwill.
Medium Impact	**£50 – £250 per claim:** Inconvenience and/or distress has clearly been caused because of a failure in service. Failure to follow the Complaints Policy, to investigate the complaint or poor handling of the complaint. A repeated failure of a low impact event could result in the impact being increased to a medium impact case.
High Impact	**£250 - £500 per claim:** A serious failure in service has taken place. This could either be due to the severity of the event or a persistent failure having occurred over a prolonged period or an unacceptable number of attempts to resolve the complaint. Payments should consider the level of stress, anxiety, frustration, uncertainty, and inconvenience caused. This will include severity, length of time, number of people affected and their individual circumstances.

5. Requests for compensation should clearly include the following details:
   5.1. Whether the compensation is being made because of loss, damage, distress and/or inconvenience
   5.2. Why the compensation is being paid in relation to Populo Homes/Populo Living and/or the resident's level of responsibility
   5.3. The action the customer has taken to try and resolve the issue and any lack of action by Populo Homes/Populo Living
   5.4. Any specific needs that the household has that may have been made worse by the issue.
   5.5. How the amount of compensation has been reached.

6. We reserve the right to use discretion when applying this and may deal with a complaint differently depending on the individual circumstances of the household. In such circumstances any discretion will be applied fairly and appropriately.

7. Only one claim can be made per household.

8. If there has been actual evidence of financial loss incurred as a direct result of our mismanagement or service failure, we will consider the specific circumstances when considering a payment of compensation.

9. Compensation for distress and inconvenience will be used to offset any arrears. Out of pocket payments will be made regardless of arrears. Payments will be made by BACS whenever possible or credited to accounts.

10. Offers of compensation will remain valid for 3 months, after which they will be classed as being rejected. If a customer is unhappy with an offer of compensation made as part of a complaint the amount will be reviewed as part of the complaints process.

11. If the offer of discretionary compensation awarded is challenged, in accordance with an appeal process, and there are not other queries relating to the complaint, the Director of Customer Services will review the amount offered and will decide whether to increase, reduce, or stick to the compensation amount. This will be down to their discretion based on their findings.