



**CUSTOMER SERVICE
POLICY
HANDBOOK**

APRIL 2016

EQUALITY AND DIVERSITY

We aim to encourage an environment of equality amongst our customers, employees, committee members and other individuals. Our policy on equality and diversity sets out the principles that Thenue will apply to all its work in governance, employment and service provision. We will ensure that all our processes comply with our policy and that those suppliers of goods, services and works have Equal Opportunity policies.

Our information will be clear, simple and consistent, and personal information gathered for the purposes of monitoring equal opportunities will be handled in accordance with the principles set out within the Data Protection Policy. Individual monitoring forms will be used for statistical purposes only and destroyed on completion of analysing.

We will seek to ensure that there are no barriers as a result of gender or marital status, race, colour, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions.

REVIEW

The policies within this handbook will be reviewed at least every three years or earlier if there is a change in legislation or good practice i.e. the business continuity plan.

AMENDMENT REGISTER

Where any amendment or revision is made to the policies contained in this handbook, the appropriate section should be updated and the date amended accordingly. The former policy handbook should be kept in a separate file for reference purposes and to demonstrate an auditable trail of policy development.

Amendments of a more ‘cosmetic’ nature (e.g. changing Communities Scotland to The Scottish Housing Regulator) do not require committee approval, however will be entered into the amendment register (below).

All relevant personnel should be made aware of the amendments/revisions made.

Section/s	Amendment	Date approved by Board of Management	Next Review Date
Customer Behaviour		20 October 2009	October 2012
Ex-Gratia Payments		15 March 2010	March 2013
Service Standards		25 May 2010	May 2013
Complaints Statement		26 March 2013	March 2016
Full Handbook		19 April 2016	April 2019

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COMPLAINTS STATEMENT

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1. Our Complaints Handling Procedure reflects Thenue’s commitment to valuing complaints. It seeks to resolve customer dissatisfaction as close as possible to the point of service delivery and to conduct thorough, impartial and fair investigations of customer complaints so that, where appropriate, we can make evidence-based decisions on the facts of the case.
2. The procedure has been developed by the Scottish Public Services Ombudsman, with significant input from housing complaints handling professionals. This procedure aims to help us 'get it right first time'. We want quicker, simpler and more streamlined complaints handling with local, early resolution by capable, well-trained staff.
3. Complaints give us valuable information we can use to improve customer satisfaction. Our complaints handling procedure will enable us to address a customer's dissatisfaction and may also prevent the same problems that led to the complaint from happening again. For our staff, complaints provide a first-hand account of the service user's views and experience, and can highlight problems we may otherwise miss. Handled well, complaints can give our customers a form of redress when things go wrong, and can also help us continuously improve our services.
4. Resolving complaints early saves money and creates better customer relations. Sorting them out as close to the point of service delivery as possible means we can deal with them locally and quickly, so they are less likely to escalate to the next stage of the procedure. Complaints that we do not resolve swiftly can greatly add to our workload.
5. The complaints handling procedure will help us do our job better, improve relationships with our service users and enhance public perception of Thenue. It will help us keep the customer at the heart of the process, while enabling us to better understand how to improve our services by learning from complaints.
6. All complaints go through a two-stage procedure. Stage 1 is ‘frontline resolution’ which allows anyone to make a complaint directly to us, in person, by phone, by letter or email. We aim to resolve the complaint within 5 working days. Anyone unhappy with the response can ask that it is escalated to the second stage. At stage 2, after an acknowledgement within 3 days, a decision will be offered after no more than 20 working days, (unless there is clearly a good reason for needing more time or if the complaint is complex or needs more detailed investigation). Anyone unhappy with this second stage response can then complain to the SPSO for final arbitration. Our [Making a Complaint](#) leaflet and [Complaints Form](#) covers our overall approach.
7. Quarterly the Board receive an overall summary of complaints. Monthly the Operational Management Team monitors complaints to establish reasons, trends and learning outcomes.

CUSTOMER BEHAVIOUR

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1. INTRODUCTION

This Policy sets out Thenue Housing’s approach to the relatively few customers whose actions or behaviour we consider unacceptable. The term customer includes anyone acting on behalf of a customer or who contacts us in connection with a complaint.

2. POLICY AIMS

- 2.1 To make it clear to all customers, both at initial contact and throughout their dealings with us, what Thenue can or cannot do in relation to their complaint. In doing so, we aim to be open and honest and not raise hopes or expectations that we cannot meet.
- 2.2 To deal fairly, honestly, consistently and appropriately with all customers, including those whose actions we consider unacceptable. We believe that all customers have the right to be heard, understood and respected. We also consider that Thenue staff have the same rights.
- 2.3 To provide a service that is accessible to all customers. However, we retain the right, where we consider customer actions to be unacceptable, to restrict or change access to our service.
- 2.4 To ensure that other customers and Thenue staff do not suffer any disadvantage from customers who act in an unacceptable manner.

3. DEFINING UNACCEPTABLE BEHAVIOUR OR ACTIONS BY CUSTOMERS

- 3.1 We understand that people may act out of character in times of trouble or distress. There may have been upsetting or distressing circumstances leading up to a complaint coming to us. We do not view behaviour as unacceptable just because a claimant is forceful or determined. However, the actions of customers who are angry, demanding or persistent may result in unreasonable demands on us or unacceptable behaviour towards Thenue staff. It is these actions that we consider unacceptable and aim to manage under this policy. We have grouped these actions under three broad headings:

3.2 Aggressive or Abusive Behaviour

- Violence is not restricted to acts of aggression that may result in physical harm. It also includes behaviour or language (whether oral or written) that may cause staff to feel afraid, threatened or abused.
- Examples of behaviours grouped under this heading include:
 - threats,
 - physical violence,
 - personal verbal abuse,
 - derogatory remarks and rudeness.
 - inflammatory statements and unsubstantiated allegations may also be abusive behaviour.
- We expect our staff to be treated courteously and with respect. Violence or abuse towards staff is unacceptable. Thenue staff understand the difference between

aggression and anger. The anger felt by many customers involves the subject matter of their complaint. However, it is not acceptable when anger escalates into aggression directed towards Thenue staff.

- Thenue staff will receive training where required to deal with such situations

3.3 Unreasonable Demands

It is difficult to list all examples of what might be deemed to be unreasonable demands on staff time and Thenue resources. What amounts to unreasonable demands will always depend on the circumstances surrounding the behaviour and the seriousness of the issues raised by the customer. In general however the following guidelines should be followed:

- Customers may make what we consider unreasonable demands on us through:
 - the amount of information they seek,
 - the nature and scale of service they expect,
 - the number of approaches they make.
 - The frequency and volume of their electronic communications.
- Examples of actions grouped under this heading include:
 - demanding responses within an unreasonable time-scale,
 - insisting on seeing or speaking to a particular member of staff,
 - continual phone calls or letters,
 - repeatedly changing the substance of the complaint or raising unrelated concerns.
- We consider these demands as unacceptable and unreasonable if they start to impact substantially on the work of the office, such as taking up an excessive amount of staff time to the disadvantage of other customers or functions.

3.4 Unreasonable Persistence

We recognise that some customers will not, or cannot, accept that Thenue is unable to assist them further or provide a level of service other than that provided already. Customers may persist in disagreeing with the action or decision taken in relation to their complaint or contact the office persistently about the same issue.

- Examples of actions grouped under this heading include:
 - persistent refusal to accept a decision made in relation to a complaint
 - persistent refusal to accept explanations relating to what we can or cannot do
 - continuing to pursue a complaint without presenting any new information.

The way in which these customers approach us may be entirely reasonable, but it is their persistent behaviour in continuing to do so that is not.

We consider the actions of persistent customers to be unacceptable when they take up what Thenue regards as being a disproportionate amount of time and resources.

4. MANAGING UNACCEPTABLE ACTIONS BY CUSTOMERS

- 4.1 There are relatively few customers whose actions we consider unacceptable. How we aim to manage these actions depends on their nature and extent. If it adversely affects our ability to do our work and provide a service to others, we may need to restrict customer contact with us in order to manage the situation.
- 4.2 We aim to do this, however, in a way, wherever possible, that allows a complaint to progress to completion through our Complaints Process. We may restrict contact in person, by telephone, fax, letter or electronically or by any combination of these. We try to maintain at least one form of contact. In extreme situations, we tell the customer in writing that their name is on a 'no personal contact' list. This means that they must restrict contact with us to either written communication or through a third party.
- 4.2 The threat or use of physical violence, verbal abuse or harassment towards Thenue staff will result in the ending of all direct contact with the customer. Incidents will be reported to the police. This will always be the case if physical violence is used or threatened.
- 4.3 We do not deal with correspondence (letter, fax or electronic) that is abusive to staff or contains allegations that lack substantive evidence. When this happens we will tell the customer that we consider their language offensive, unnecessary and unhelpful. We ask them to stop using such language and state that we will not respond to their correspondence if they do not stop. We may then require future contact to be through a third party.
- 4.4 Thenue staff will end telephone calls if the caller is considered aggressive, abusive or offensive. The staff member taking the call has the right to make this decision, tell the caller that the behaviour is unacceptable and then end the call if the behaviour does not stop. This action must be recorded on the tenant's records.
- 4.5 Where a customer repeatedly phones, visits the office, sends irrelevant documents or raises the same issues, we may decide to:
- only take telephone calls from the customer at set times on set days, or put an arrangement in place for only one member of staff to deal with calls or correspondence from the customer in the future.
 - require the customer to make an appointment to see a named member of staff before visiting the office or that the customer contacts the office in writing only.
 - return the documents to the customer or, in extreme cases, advise the customer that further irrelevant documents will be destroyed.
 - take other action that we consider appropriate. We will, however, always tell the customer what action we are taking and why.
- 4.6 Where a customer continues to correspond on a wide range of issues, and this action is considered excessive, then the customer will be told that only a certain number of issues will be considered in a given period and asked to limit or focus their requests accordingly.

- 4.7 Customer action may be considered unreasonably persistent if all internal review mechanisms have been exhausted and the customer continues to dispute Thenue decision relating to their complaint. The customer is told that no future phone calls will be accepted or interviews granted concerning this complaint. Any future contact by the customer, or their representative, on this issue must be in writing. Future correspondence is read and filed, but only acknowledged or responded to if the customer provides significant new information relating to the complaint.

5. DECIDING TO RESTRICT CUSTOMER CONTACT

- 5.1 Thenue staff who directly experience aggressive or abusive behaviour from a customer have the authority to deal immediately with that behaviour in a manner they consider appropriate to the situation and in line with this procedure.
- 5.2 With the exception of such immediate decisions taken at the time of an incident, decisions to restrict contact with Thenue are only taken after careful consideration of the situation by the Head of the appropriate Department. Wherever possible, we give a customer the opportunity to modify their behaviour or action before a decision is taken. Customers are told in writing why a decision has been made to restrict future contact, the restricted contact arrangements and, if relevant, the length of time that these restrictions will be in place.

6. APPEALING A DECISION TO RESTRICT CONTACT

A customer can appeal a decision to restrict contact to the Chief Executive. He will advise the customer in writing that either the restricted contact arrangements still apply or a different course of action has been agreed.

7. RECORDING AND REVIEWING A DECISION TO RESTRICT CONTACT

- 7.1 We record all incidents of unacceptable actions by customers. Where it is decided to restrict customer contact, an entry noting this is made in the relevant file and on appropriate computer records.
- 7.2 A decision to restrict customer contact will be reconsidered if the customer demonstrates a more acceptable approach. The Executive Team reviews the status of all complainants with restricted contact arrangements on a regular basis.

STANDARDS OF SERVICE STATEMENT

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1. INTRODUCTION

This policy sets out the standards of service our service users can expect to receive from us.

2. DEFINITION OF 'SERVICE USERS'

Our service users include: tenants, owner occupiers in a factored property, sharing owners, housing applicants and any other individual or groups of individuals who seek or receive a service from us.

3. DEFINITION OF 'SERVICE STANDARDS'

Service Standards confirm how specific services will be delivered and explain to users the quality of service they can expect. Service Standards are service commitments by Thenue to service users. They confirm how specific services will be delivered and explain to users the quality of service they can expect. We recognise the way we provide our services can be as important as the service itself.

4. AREAS OF WORK COVERED BY SERVICE STANDARDS

We have in place service standards to cover both general and specific parts of our work. Each department has listed key service areas and attached standards to them. These range from the timescales for responding to queries to how staff will deliver a particular service. Our leaflet ['our standards of service – what you can expect from us'](#) covers these in detail.

5. HOW WILL WE MONITOR OUR PERFORMANCE?

We will review these standards on a three-yearly basis with our service users, following our comprehensive customer satisfaction survey, and report our performance on achieving the standards to our Board of Management. In addition, staff periodically monitor those service standards regarding customer service. Where we have not met our standards of service we will take steps to ensure the same issue does not arise again by reviewing service delivery, policy and practice.

EX-GRATIA PAYMENTS

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1. INTRODUCTION

- 1.1 This policy statement outlines the circumstances under which Thenue Housing will consider compensating individual recipients of its housing services who have suffered loss as a result of action, inaction or maladministration of the Association in the delivery of a service or in any matter outwith the control of the Association.
- 1.2 Thenue aims to provide a wide variety of high quality affordable housing, giving a clear and significant role in decision making to tenants and to manage and maintain our houses to the highest possible standard in partnership with tenants, other residents and care providers. However, it recognises that occasionally it may fail to achieve its high standards and as a result a tenant or resident may suffer loss.

2. PERFORMANCE STANDARDS

The way in which Thenue is expected to deliver all of its services is defined, in part by the Scottish Social Housing Charter. Here social landlords are required to manage their businesses so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides. This outcome covers all aspects of landlords' communication with tenants and other customers. It is not just about how clearly and effectively a landlord gives information to those who want it. It also covers making it easy for tenants and other customers to make complaints and provide feedback on services, using that information to improve services and performance, and letting people know what they have done in response to complaints and feedback. It does not require landlords to provide legally protected, personal or commercial information.

3. INSURANCE

- 3.1 Thenue will ensure that it maintains adequate:
- Buildings insurance cover for all its properties
 - Contents insurance cover for furnishings and equipment owned by Thenue
 - Public liability insurance cover.
- 3.2 Thenue have no insurance liability in terms of tenants' personal belongings/floor coverings or furniture and will encourage tenants to take out their own contents insurance. Staff will promote the uptake by residents of the SFHA House Contents Insurance Policy or other cost effective schemes.

4. EX-GRATIA PAYMENTS

- 4.1 Thenue will consider making an ex-gratia (without liability) payment to any individuals who have experienced direct loss arising out of the action, inaction or maladministration of the Association.
- 4.2 Ex-gratia payments will normally only address the substantiated direct financial loss of the claimant.

- 4.3 Ex-gratia payments will not be made where items claimed are insured by Thenue, the claimant's insurers, or by the insurance of another party. An exception to this is where the value of the claim is less than a policy excess amount.
- 4.4 Ex-gratia payments, equivalent to rent charges, will be considered where due to the action, inaction or maladministration of the Association occupation of some or all of the property was not possible for a period of time, provided the claimant was responsible for full or part payment of the rent charge during the period. Rent payments received through Housing Benefit will not be reimbursed to the Tenant.
- 4.5 Any member of the Executive Team will have authority to make an ex-gratia payment up to and including £500.
- 4.6 The Association's Board of Management will:
- Authorise ex-gratia payments in excess of £500
 - Receive an annual report on all ex-gratia settlements.
- 4.7 We will deduct any outstanding debt owed to the Association by the claimant from an ex-gratia settlement where this will not cause undue hardship to the claimant.

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