

# Risk Management Terms and Conditions and Important Information

Service suspensions, reviews, investigations and terminations.

This document includes:

- **PART 1:** Risk Management and General Information
- **PART 2:** Risk Management Terms and Conditions (applicable to all services)
  - Termination of Service Terms and Conditions

Please read and keep for future reference

Effective from 21 March 2021

\*By using our products, services and / or operations, you agree to the Terms and Conditions included within this document.

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# RISK MANAGEMENT AND IMPORTANT INFORMATION

## Section 1A – Risk Management

### Risk

We face risks from the clients we offer our products and / or services to. As such, we operate our own-inhouse risk management program to ensure the risks we face are swiftly handled in the most appropriate manner.

### Put simply

To manage the risks we face, we utilise an in-house risk management program to handle them.

### Compliance

To ensure we do not require to suspend, review, investigate and / or terminate your service, you must ensure that you adhere to our Terms and Conditions. Where you do not adhere to our Terms and Conditions (e.g. by breaching them), we may suspend, review, investigate and / or terminate your service. Our Terms and Conditions are available on our website, and you can contact us for them at any point by using the contact information supplied in this documentation.

### Put simply

Ensure you adhere to our Terms and Conditions so that we do not need to act with Risk Management.

### Suspensions

Suspensions to your service and / or operations can happen any time you breach your Terms and Conditions. We'll suspend your service for a period of time that allows us to review and / or investigate your service prior to then making a decision to either terminate it, or to unsuspend it. Where we terminate a service, you'll lose all access to any facilities it offers. If we unsuspend a service, it will remain unaffected and we'll supply further information to help in avoiding a further suspension at a later date.

### Put simply

We can suspend a service any time you breach our Terms and Conditions.

### Specialist minimisation

Specialists cannot speed up, alter and / or complete any alternative action with relevance to service / operation reviews, investigations, suspensions and / or terminations. Where you do attempt to communicate with your specialist with such requests, they will note your request and not respond to it.

### Put simply

Specialists do not have the ability to complete any actions about service / operation reviews, investigations, suspensions and / or terminations.

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it, we can put things right for you and make the necessary improvements. We want to sort things out for you as soon as we can. The quickest and easiest way is talking to us about your concern.



Please email our dedicated complaints team at [complaints@advicifas.org](mailto:complaints@advicifas.org).

Alternatively, you can contact us:



via your specialist. Check any email received from us for their contact information, if they've supplied it.



in writing to: ADVICIFAS, 124 City Road, London, EC1V 2NX

Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [advicifas.org](http://advicifas.org).

Complaints are handled in line with our internal processes and may consist of information without inter-servicing operative information. For more information on this, direct communications to your specialist.

## Section 1B – Instances of Suspension

### Introduction

We may suspend your service and / or operations at any time you breach our Servicing and Operatives Terms and Conditions (a copy of which is available on our website).

Services and / or operations may be suspended to enable us the time to completely review and investigate any concerns we hold with relevance to the risk a specific behaviour holds.

### Examples of where we may suspend a service

Some examples of instances where we may suspend services and / or operations are:

- you act abusively, offensively and / or violently towards our staff, including specialists and / or client care specialists in suppliance of client care operations and / or systems;
- you involve a secondary third-party within the same case of which we operate (e.g. a solicitor);
- you supply information and / or data that pertains to witting / complicit involvement in fraud;
- you supply us with falsified information and / or data including evidence and / or documents;
- you act in such a way that raises suspicions of witting / complicit involvement in fraud;
- you abuse our products, services and / or operations;
- you supply us with information and / or data that doesn't match a financial institutions records;
- you commit and / or attempt to commit fraud against us, our products, services and / or operations or a colleague or anyone else;
- you fail to adhere to any of our policies and / or fail to rectify the issue with the remedy we supply.

We may suspend your service at any time we deem it necessary to ensure there is no risk posed to us and / or our products, services and / or operations.

### What we do when we suspend a service

When we suspend a service, we may request for more information from you. Where we do / don't request more information from you, we will start reviewing the behaviour that has caused the suspension and / or risk to be posed. Upon identification of the behaviour, we will analyse it via investigation and will base a decision as to whether the behaviour poses an acceptable risk that we can remedy with you. Where this is the case, we will supply you further information on the behaviour to ensure it does not repeat. Where we determine that the behaviour poses a risk we cannot accept, we will

terminate the service and inform you of its termination, the next steps, what your rights are and how we came to the decision we've made. In this instance, we are unable to supply you with detailed information as to why we made our decision, but we'll try our best to supply a reason.

### Which behaviours may cause termination

A behaviour that may cause a termination include behaviours that we, as a business, cannot accept due to the risks it poses. Due to internal policy, we are unable to inform you as to which behaviours will specifically cause a termination, but we can inform that these are behaviours that are noticed, investigated and are attempted to be remediated without success.

Remediation is typically tested on an internal basis without your involvement. Whereby we replicate the behaviour and implement the remedy, we may decide that the remedy will suffice for such a risk and may also decide that a risk cannot be remedied at the time we test it.

### How long we suspend services for

We attempt to suspend services for the sole duration we require to review, investigate and make a decision on a concern we hold. However, where we request for information and the requirements we set out in the request aren't adhered to, we may suspend a service indefinitely until we are supplied that information and all requirements are met.

### We don't unsuspend services for payment

In any case of suspension, we won't accept payment to unsuspend a service and / or operation. In cases where we are offered an incentive to unsuspend a service, we deem it as bribery, and this may result in the decision being made to terminate a service.

### What happens when we suspend a service

At the first instance, we'll email you informing you that we've suspended your service. Once we've emailed you, we'll withdraw all of our operations involved within your service. We do this to ensure that we aren't illegally supplying you with services and / or operations. After withdrawing our operations, we will review and investigate the concern and may need to reach out to you for more information. Upon reviewing and investigating the concerned behaviour, we'll then make a decision, based on acceptable risk, to either:

- a) unsuspend your service, of which case your service and / or operations will remain completely unaffected; or
- b) terminate your service, at which point we'll keep our operations withdrawn and cancel your service.

Relating to possible actioning included in 'a)', if you do breach a further condition, we'll terminate your service without suspending, reviewing and / or investigating the concern at hand. Once we've supplied you with a one-off remediation, we won't supply another in the same service.

**How we communicate during a suspension**

During a suspension, we'll communicate with you via email. Communication methods with relevance to telephone calls and / or any alternative method that doesn't supply black-and-white communication (which is anything other than: in writing or email) are disallowed, even to your specialist. Any such attempts to communicate via a method other than in writing or via email whilst a service is suspended will need to be corrected and we'll inform you of this. Failure to correct this will result in a higher likelihood of a service termination.

**Refund requests during suspension**

Refund requests supplied from you during a service suspension will be handled in accordance with Condition 29 in Section 2A of our General Terms and Conditions (applicable to all services), of which is available on our website at [advicifas.org](http://advicifas.org). In addition, dependant on the concern we hold, we may automatically reject your request for a refund without supplying a reason.

# PART 2 – RISK MANAGEMENT TERMS AND CONDITIONS (applicable to all services)

## Introduction

These Terms and Conditions govern your usage of our services and where we may terminate your service.

Services also have a Fee Information Document which contains some of the fees and charges that apply to your service. A copy of which is available at request.

You can request a copy of these Risk Management Terms and Conditions at any time by contacting us or by visiting our website at [advicifas.org](http://advicifas.org).

To help you understand what some of the operations within your service mean, we have a glossary of industry standard terms and definitions ('Glossary'). Where relevant, we have used these terms in the documents forming your agreement with us. You can find the full Glossary on our website, or you can ask your specialist for a copy.

# Section 2A – Termination of Service Terms and Conditions

## 1 Termination of Service Definition

Summary: in this section, we explain the definition of Termination of Service.

### 1.1 Termination of Service means:

- the cancellation of your service and / or any involved operations with us;
- the withdrawal and / or ending of any facilities we've supplied to you and / or are using for you (e.g. to fulfil obligations);
- the end of our relationship on any basis we relate to you (i.e. client);
- the end of our professional communication to you and / or from you;
- the end of our marketing correspondence to you and / or with you or other parties;
- the withdrawal of processes, procedure, operation and / or contract with you; and
- the end of our third-party representation for and on behalf of you.

1.2 Where we terminate your service, we're cancelling our relationship and contract with you on a permanent basis, unless your service is reinstated from a secondary review. We're also ending our representation for you.

## 2 Termination basis

Summary: we may terminate your service at any time where a significant concern is raised and these Conditions apply.

2.1 We may terminate your service at any time for any reason as long as we believe that the concern we hold is significant enough to be considered an unacceptable risk by us.

2.2 An example of an unacceptable risk is:

- where you commit / attempt to commit fraud against us.

If we deem any concern we hold as an unacceptable risk, you understand that we may terminate your service.

2.3 By using our products, services and / or operations, you understand that you must adhere to our General Terms and Conditions that forms our agreement.

Failure to do so may also result in a termination of your service.

## 3 Refunds after termination

Summary: this section further explains how we review requests for refunds after a service has been terminated, and these Conditions apply.

3.1 Where we terminate your service, you understand that you won't be given a refund of either a partial or full value for any fees you've paid during your service, including but not limited to additional funding payments for additional operations.

3.2 Once your service has been terminated, any refund requests we receive from you will be automatically rejected. Where this is the case, there are no instances whereby a refund request from you won't be automatically rejected. Specialists, in this case, additionally have the ability to refuse to submit a request for a refund on your behalf, as well as the ability to automatically reject your request for a refund on any basis you propose it.

## 4 Instalment plans after termination

Summary: where you have an instalment plan in place and we terminate your service, these Conditions apply.

4.1 If we terminate your service and you have an instalment plan, you must immediately pay any outstanding / remaining amounts, including any interest you've incurred.

4.2 Where you refuse to pay any outstanding / remaining amount following a termination to your service, you understand that we'll pass the debt you owe to collection agencies in line with your General Terms and Conditions.

At this point, we hold no responsibility for any actions that are pursued to obtain the owed amount from you and any contact from you in relation to the amount owed will be advised to contact the relevant collection agency.

4.3 Where we've attempted to contact you to have the owed amount paid and:  
a) haven't been successful; or  
b) haven't received a response;

We'll act in line with the same actions stated in Condition 4.2 in Section 2A.

Just the same as Condition 4.2 in Section 2A, where we are required to involve collection agencies to recover the amount owed, we do not accept any responsibility for the actions the agency will pursue against you to have the owed amount paid.

4.4 We'll also cancel the instalment plan if we require to terminate your service.

## 5 Termination review

Summary: this section explains how we can review a termination of your service.

- 5.1 If we've terminated your service and you hold reason to believe we got it wrong, you can ask us to review the decision to terminate your service by contacting us or by writing to us at Terminations, ADVICIFAS, 124 City Road, London, EC1V 2NX.
- 5.2 During a review of the decision to terminate your service, we will review and investigate the same concern and / or behaviour we believe is unacceptable risk again and make a second decision as to whether it remains an unacceptable risk. If it does, we'll maintain the original decision to terminate your service. If it doesn't, we'll reinstate your service.
- 5.3 Whereby we reinstate your service, and you have an instalment plan, we'll still require you to immediately pay the outstanding / remaining payments included in your instalment plan in line with Condition 4 in Section 2A.
- 5.4 During our review of the decision to terminate your service, we may ask you for further information. Where we request you for further information, we require you to co-operate in full in line with Condition 6 in Section 2A of the General Terms and Conditions. If you do not co-operate, we won't reinstate your service.

## 6 Joint services

Summary: this section explains what will happen if you have a joint service and we terminate your service.

- 6.1 If we terminate your service and it is a joint service, the termination will happen for the both of you, and not just the service holder where the concern was held. This is in line with Condition 3 in Section 2A of the General Terms and Conditions as you are both responsible to us together and individually.
- 6.2 In the case of a joint service, all Conditions included within Section 2A of this document will apply.
- 6.3 Where we review our decision to terminate and reinstate a joint service, the service will be reinstated for the both of you.

## 7 Reinstated services

Summary: if we reinstate your service, then these Conditions apply.

- 7.1 Where we reinstate a service, we may need to implement additional Conditions as part of our reinstatement. It is your duty as the / a service holder to ensure the agreement of any additional Conditions we require to impose

and the Conditions we may impose can regard anything we believe as long as it's necessary to remove any possible future risks you may pose, or to avoid the same risks you posed originally from recurring.

- 7.2 We may request an additional payment as a Condition to ensure that you won't pose any further risks, of which will be made fully refundable at the end of your service and / or operations. If you do pose a further risk and we re-terminate your service, the deposit you've paid will be non-refundable.
- 7.3 Communications upon a reinstated service will solely be via email and / or in writing. This is so that we can monitor and record all communications between us and you, and so that we have records in the case you attempt to complete legal action against us to obtain a refund against our terms and conditions.
- 7.4 Dependant on the initial concern and / or behaviour that resulted in your service being terminated, we may require you to supply your identification documents, including a copy of your birth certificate and / or photocard document as well as 2 forms of proof of address. If we require this, we will tell you before we reinstate your service. Failure to supply these documents will mean that we won't reinstate your service.

## 8 New services

Summary: where we terminate your service and you want another, these Conditions apply.

- 8.1 Where we've made the decision to end our relationship by terminating your service, we won't offer you another relationship with us, meaning you won't be able to obtain our products, services and / or operations (including advice) for the foreseeable future.
- 8.2 Any attempts to gain new products, services and / or operations (including advice) from us will be rejected automatically and there will be no additional option to have us reconsider.
- 8.3 If you attempt to approach us using different personal information and we notice, it may be reported to the relevant authorities as it is an attempt to defraud us into supplying you with products, services and / or operations that we've priorly informed you that we won't offer to you.

## 9 How we terminate a service

Summary: this section explains more about how we terminate a service.

- 9.1 When we terminate a service, we will:
- 1) inform you of the decision to terminate your service;



- 2) withdraw our operations (i.e. processes, procedures);
- 3) end our relationship with you;
- 4) cancel your service; and
- 5) enter your contact information into a system that tracks communications and automatically notes the communications you send to us.

We do this to ensure we have a record in case you make a claim against us.

9.2 When we inform you, you will be sent an email explaining the decision we've made and will supply a reason that isn't detailed explaining why we've terminated your service. In the notification, we'll also supply information about the next steps you should pursue.

9.3 Upon our notification, we may also record an internal marker against you to flag any future communications and / or applications you send to us. This marker is only seen by us and cannot be seen by any other organisation.

9.4 We may also issue the termination of service notification in writing to the address that we hold for you. We'll only do this where there is a legal obligation to do so, or where you request it to be sent to you in writing.

## 10 Cancelling your own service

Summary: this section explains how you can ask us to cancel your service.

10.1 Provided we haven't suspended and / or made the decision to terminate your service, if within 2 days of first obtaining a service, you would like to cancel your service, we will not charge you for the cancellation and you will be eligible for a full refund for any fees already paid – simply let us know by using the contact details included in this document.

Otherwise, the service will continue until we complete our operations and fulfil our obligations. If you cancel the service after 2 days of obtaining it, you will not receive a refund for any value you have paid, whether that is partial or full. This right to cancel does not apply if the interest rate of your service is fixed for a period of time. For more information, see Condition 17 in Section 2A in the General Terms and Conditions.

10.2 You may cancel your service at any time, if we haven't suspended and / or made the decision to terminate your service, by giving the other notice without giving any reason.

10.3 If you cancel your service, then:

- 1) where you have paid money, we won't supply you with a refund of either a partial or full value;

- 2) where you have active instalment plan, you must pay off all the money you owe plus the interest incurred; and
- 3) these Conditions continue until any money you owe use has been paid our operations have been withdrawn.

If you cancel your service within the first two days of obtaining your service, then you will be eligible for a full refund.

## 11 When these Conditions end

Summary: this section explains when these Conditions end, or if they do end.

11.1 These Conditions do not end once we've terminated a service and will continue even when we erase your data in line with Section 1B in the General Terms and Conditions document.

11.2 Conditions with relation to refunds and / or funds paid in your service with us will remain in place forever and will not end at any point, even when we terminate this agreement, if we do terminate the agreement.

11.2 Once these Conditions are agreed to, they do not end.

## 12 Call recording / monitoring

To help us improve our service, we may record and / or monitor phone calls.

## 13 Enforcement costs

We can charge you with our reasonable costs of enforcing these Conditions. These costs can include costs in tracing you, collection agency costs and legal costs. These costs are due and payable immediately.

## 14 Law

14.1 English law applies to these Conditions (unless your Specific Conditions say otherwise). You and we agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions, except where:

- a) you obtained your service in Scotland, where the courts of Scotland will have jurisdiction; or
- b) you obtain your service in Northern Ireland, where the courts of Northern Ireland will have jurisdiction.

## 15 Making a complaint

If for any reason you're unhappy with the service we've provided, then please contact our dedicated complaints department at [complaints@advicifas.org](mailto:complaints@advicifas.org). We will aim to provide you with a decision as quickly as we can. Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling

timescales. This information is also available on our website at [advicifas.org](https://www.advicifas.org).

## 16 Your information

16.1 You consent to us using your information to provide services and operations to you. If you withdraw this consent, we will stop providing services and operations but may still use your data where we have lawful grounds to do so (for example, because we need to retain records for regulatory purposes).

## 17 Fraud Prevention

Summary: learn the information we share to Fraud Prevention Agencies.

17.1 Not at any point during and / or after your service with us will we share information with Fraud Prevention Agencies, nor will we make any records on any Fraud Prevention Databases.

17.2 Whereby you do commit, or attempt to commit, fraud against us, we may inform the Fraud Prevention Agency, the Financial Ombudsman Service (FOS) and / or the recording financial institution of your committed / attempted fraud which may make the fraud record non-removable.

## 18 Communications with the institution

Summary: if we terminate your service, we will need to inform the financial institution and these Conditions apply.

18.1 In the event that we terminate your service, we may have to share relevant information about your service and our decision with the financial institution. This sharing will be limited to the extent necessary to:

- 1) comply with legal obligations or regulatory requirements, (e.g. anti-money laundering (AML));
- 2) protect the legitimate interests of our business, including the recovery of any outstanding debts; and
- 3) facilitate the resolution of any disputes or complaints arising from the termination of the service.

Any information shared will be handled in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We will ensure that the information shared is adequate, relevant, and limited to what is necessary for the purposes outlined above.

18.2 This information won't be shared with Fraud Prevention Agencies and will not result in

another fraud marker being recorded against you and is solely to fulfil our own protection.

## 19 Raising an appeal

Summary: this section explains how to raise an email with us with relation to our decision to terminate your service.

19.1 To raise an appeal with us:

- 1) write and post your appeal to Terminations, 124 City Road, London, EC1V 2NX explaining why you believe our decision to be incorrect and / or explaining why you believe we should reinstate your service; and
- 2) attach any supporting evidence with your documentation.

19.2 We'll then review your appeal and make a decision based on the information you've supplied, the information and / or data we have already, and the concern / behaviour that resulted in the termination to your service.

19.3 We will do all that we can to reinstate your service as we'd love to have you as a client, but sometimes this isn't possible and if it isn't, we'll let you know in our response.

19.4 Our response will be issued via email, or in writing, to the contact details we have for you.

19.5 We'll try to respond within 7 working days, but we may sometimes require longer, but never later than 15 working days.

19.6 Our response will document our decision, the next steps and what we require from you if we reinstate your service. Alternatively, it will inform you that we haven't changed our original decision and that our decision is then final.

19.7 You can only raise one appeal per every two months and any appeals received external to the timescale we allow will be noted and not responded to.

## 20 Retaining your data

Summary: where we require to retain your data, these Conditions apply.

20.1 We may retain your data indefinitely where it is necessary for the following purpose:

- 1) Defensible Recordkeeping: To maintain accurate records for potential litigation, dispute resolution, or other legitimate business needs, including compliance with statutory limitation periods.

The data retained will be strictly limited to what is necessary for the stated purposes.

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ADVICIFAS is able to provide literature in alternative formats. The formats available are: large print, Braille and auto CD. If you would like to register to receive correspondence in an alternative format please email us at **[contact@advicifas.org](mailto:contact@advicifas.org)** for more information, or give us a call.

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