





The content

Debt Advice Handbook 15th edition

Description

With living costs and unemployment rising, budgets squeezed and problem debt on the increase, no adviser should be without this essential guide to the practice and process of giving money advice in England and Wales.

Who's this book for?

It is essential for debt advisers, welfare rights advisers, lawyers, local authority and housing association staff, social workers and union official.

What does it do?

The handbook provides the most comprehensive information needed by advisers on the key stages of money advice, including interviewing clients, establishing liability, prioritising debts, preparing a financial statement, negotiating with creditors and dealing with bailiffs. Fully indexed and cross-referenced to law, regulations and official guidance, and to court and tribunal decisions Includes tactical guidance and examples

What's new?

Fully updated to cover all recent changes to legislation, caselaw and court procedure and practice Emphasis is placed on taking due care of vulnerable clients and making sure that any payment arrangements agreed are appropriate. There is a focus on sustainable credit arrangements that do not affect a client's abilities to pay essential living expenses and priority debts.

Properties

Author(s):
CPAG

This content was last updated:
2025-06-26

Print publication date
Feb, 2024

Print ISBN
978 1 915324 11 5

2. Dealing with urgent issues

There is usually something that triggers a client in financial difficulties to seek debt advice. Often this is an emergency situation and is the first matter raised by the client with an adviser (the 'presenting issue'). After the administrative preliminaries have been carried out in accordance with the agency's policies and procedures (including the Money and Pensions Service common initial assessment, where appropriate – see here), you should always check whether there is an emergency, regardless of whether or not the client has already referred to it.

An emergency is a situation that will have a detrimental effect on the client if it is not dealt with immediately. In relation to debt, this is a threat to the client's home, essential goods and services or their liberty. When considering whether goods or services are essential, you should always take the client's personal circumstances into account.

Examples of an emergency include the following.

- Enforcement agents (bailiffs) have either threatened to visit the client's home, or have already visited and have threatened to return and/or remove goods.
- The client is facing the imminent loss of essential goods – eg, if hire purchase goods that the client needs are about to be repossessed.
- The client is about to be evicted from their home.
- The client is about to lose an essential service – eg, their fuel supply is about to be disconnected.
- A warrant has been issued for the client's arrest – eg, for non-payment of a fine.
- The client has been served with a statutory demand or creditor's petition (see [here](#) and [here](#)), or other enforcement action has been taken through the courts and there is a deadline for responding.
- The client is unable to buy essential items or pay essential bills – eg, because money has been, or is about to be, taken from their bank account.

In many cases, immediate action is required and so there is not sufficient time to explore the client's situation in detail. If you are unable to provide the necessary assistance and/or advice to deal with the client's situation, you may need to refer them to another agency. In other cases, a phone call to the person dealing with the case is usually needed to ask for the matter to be put on hold while you make the necessary enquiries to enable you to give the client proper advice. For example, in the case of credit debts, creditors should allow a 30-day 'breathing space'. ¹ If possible, let the person know when you expect to be able to contact them again.

Sometimes creditors insist on an offer being made at this stage. Although you should try to avoid having to do so, if necessary you can prepare a 'quick and dirty' budget on which to base an offer, but should make it clear that this is subject to a full assessment of the client's financial situation. Any agreement made by telephone should be followed up by confirmation in writing – eg, a letter or email. You should ensure that the client is clear on what action(s) they are required to take (if any) and the timescale.

For more information on how to deal with common emergency situations, see [here](#).

¹ *FCA Handbook*, CONC 7.3.11R and 7.3.12G; ss6-8 Financial Guidance and Claims Act

2018

Printed from CPAG (<https://askcpag.org.uk>). (c) Copyright CPAG 2025. All Rights Reserved.

Please be aware that welfare rights law and guidance change frequently. This page was printed on Friday, October 17, 2025 and may go out of date.