



Scheme of Aid and Advice for Borrowers in Home Mortgage Arrears (“Abhaile”)

ACCOUNTANTS PANEL

TERMS AND CONDITIONS

1. Introduction

- 1.1 On 22nd January 2016, the government announced a scheme (“Abhaile”) to help people who are insolvent and have serious mortgage arrears in their homes. The purpose of Abhaile is to provide homeowners access to independent expert financial, debt and/or legal advice and assistance. Access to this advice and assistance will help homeowners find the best available solutions to keep them in their homes where possible.
- 1.2 Abhaile is coordinated by the Department of Justice (“DOJ”) and the Department of Social Protection (“DSP”) in co-operation with the relevant agencies, including the Money Advice and Budgeting Service (“MABS”), the Insolvency Service of Ireland (“ISI”), the Legal Aid Board (“LAB”), and the Citizens Information Board (“CIB”).
- 1.3 Abhaile has been extended past December 2023 and is intended to be open for up to 4 years until the end of December 2027. The extension is the result of a recommendation made by Indecon Consulting as part of a strategic review of Abhaile.
- 1.4 Recommendation 10 of the strategic review provides the option to issue a second Abhaile voucher to clients who previously redeemed a voucher more than three (3) years ago. This recommendation will result in changes to the Abhaile panel of accountants’ terms and conditions. Therefore, each accountant will need to review and sign up to this new set of terms and conditions. Following consideration by CIB of expressions of interest from accountants, the panel of Abhaile accountants based on the terms and conditions contained herein will be updated from June 2024. The current panel will run until the end of May 2024.
- 1.5 Under Abhaile, eligible borrowers can be referred for independent financial advice and assistance to a panel of accountants. The panel will consist of accountants who agree to provide specified fixed services free of charge to the borrower, at fixed fees payable by Abhaile, per these Terms and Conditions. The fixed services which may be provided consist of financial advice and assistance under component (a) of Abhaile (see para 2.3), and are specified in detail in part 7 and in Appendix A.
- 1.6 The Citizens Information Board (CIB), on behalf of the Department of Social Protection, is responsible for establishing the Accountants panel under Abhaile. CIB will contact the relevant Accountancy Bodies to seek expressions of interest from their members who wish

to participate in the panel. An expression of interest to join the Accountant panel from 3 June 2024 is sought for consideration by CIB, and this expression of interest will be taken as an agreement to these Terms and Conditions. The relevant accountancy bodies should send expressions of interest to the Citizens Information Board by email – abhaile@ciboard.ie. See Part 6 for details on the panel.

- 1.7 The Abhaile Accountant panel is separate and distinct from the Mortgage Arrears Information and Advice (MAIAS) panel or ‘Lender’ panel. A separate funding stream funds the MAIAS panel and has a separate set of Terms and Conditions. Visit mabs.ie for more information.

2. Overview of Abhaile

- 2.1 Where a borrower seeks help under Abhaile, MABS will act as the single Government-appointed gateway to access the accountants’ panel. MABS will direct an eligible borrower for appropriate advice and assistance under Abhaile. (Details on borrower eligibility are set out in part 3.)
- 2.2 In addition to the help and advice MABS can provide, MABS will be able to direct an eligible borrower for specialised advice and assistance provided by participants from one of the three professional panels described in 2.4 below, operating under Abhaile.
- 2.3 The advice and assistance which can be provided under the Abhaile has 3 components, and a borrower may be eligible for any or all of these:

(a) *Financial advice and assistance – home mortgage arrears*

Following an appropriate assessment by a MABS adviser, MABS may direct an eligible borrower for financial advice and assistance to a panel accountant or a panel PIP, as appropriate. MABS will carry out a triage assessment where a borrower is referred to a PIP or seeks to engage a PIP directly. A comprehensive assessment will be completed by MABS when a borrower is being referred to a panel accountant or seeks to engage the services of an accountant. In such cases, upon receipt of a completed application, MABS will issue the borrower an Abhaile voucher for financial advice and assistance (see part 5). They will direct the borrower to a list of panel practitioners and their contact details. The borrower selects a panel practitioner and presents the financial advice voucher to the practitioner. The payment for services provided under the financial advice voucher will be administered directly to the practitioner concerned against proof of provision of the specified services (see part 7) – by ISI in the case of a panel PIP and by North Dublin MABS in the case of a panel accountant.

Should a borrower approach a panel accountant directly for advice and assistance under Abhaile, they should be directed to MABS in the first instance to apply for a voucher.

(b) *Legal advice and assistance – home mortgage arrears*

Borrowers will normally be provided in the first instance with financial advice and assistance, either by a MABS adviser, a panel PIP or a panel Accountant. Where a legal issue is identified or the borrower is facing repossession proceedings, MABS

will also be able, under Abhaile, to refer the borrower to a panel consultation solicitor for legal advice and assistance. In such cases, and following completion of the application and client consent, MABS will apply on behalf of the borrower, who will be issued with an Abhaile voucher for legal advice and assistance (see part 5) and will be directed to a list of panel solicitors and their contact details. The borrower selects a panel solicitor and presents them with the legal advice and assistance voucher, as well as a copy of the written financial analysis and advice already provided under Abhaile. In return for the voucher, the solicitor will provide the borrower with a face-to-face consultation and legal advice on the issue identified, which will also be confirmed in writing (the ‘consultation solicitor’ service). The LAB will administer payment under the legal advice and assistance voucher directly to the consultation solicitor against proof of provision of the specified services.

Panel solicitors will also provide a ‘duty solicitor’ service at Circuit Court repossession lists under a roster system organised by the LAB. If an eligible borrower is subject to repossession proceedings against their home, the duty solicitor will be present in court and may be able to speak for them.

The duty solicitor service is a limited service to assist borrowers and does not include defending repossession proceedings on their behalf: see the Terms and Conditions for the Solicitors Panel at www.legalaidboard.ie or the Abhaile information booklet for borrowers.

(c) *Legal Aid – new Court review of rejected PIA*

A panel solicitor may also provide legal services under this component of Abhaile, which provides for legal aid for insolvent borrowers seeking the new Court review under section 115A of the Personal Insolvency Act 2012 as amended (the “PI Act”), where a borrower’s proposal for a Personal Insolvency Arrangement (“PIA”) which includes mortgage arrears on his or her home is refused by the creditor(s).

2.4 Abhaile provides for the establishment of three panels:

- a panel of personal insolvency practitioners (“panel PIPs”) established and maintained by the ISI,
- a panel of solicitors (‘panel solicitors’) established and maintained by the Legal Aid Board and
- a panel of accountants (‘panel accountants’) established and maintained by the relevant accountancy bodies in partnership with CIB.

2.5 Panel participants will have appropriate expert knowledge of mortgages, insolvency, bankruptcy and/or repossession. An expert will participate in the panel based on their agreement to provide specified advice and assistance services to an insolvent borrower at fixed fees, which will be paid by Abhaile and without charge to the borrower, in accordance with Abhaile and with the relevant panel’s Terms and Conditions.

3. **Borrower Eligibility for Abhaile.**

3.1 Subject to part 3.3, a borrower will be eligible for advice and assistance under components (a) and (b) of Abhaile (*Financial advice and assistance - home mortgage arrears*) and

(Legal advice and assistance - home mortgage arrears) if he is:

- insolvent (as defined in section 2 of the Personal Insolvency Act 2012 as amended (“PI Act”), i.e. ‘is unable to pay their debts in full as they fall due’);
- in mortgage arrears on his or her principal private residence (as defined in section 2 of the PI Act¹), and
- at risk of losing their principal private residence (PPR): for example, if they have received from the mortgage lender repossession proceedings, a letter indicating that such proceedings will be issued, a letter indicating that they are deemed non-cooperating, or an invitation to consider the sale, surrender or other loss of all or part of the home.

3.2 Subject to point 3.3, an insolvent borrower will be eligible for legal aid under the component (c) of Abhaile (*new Court review of rejected PIA*) if:

- The PIP, on behalf of the borrower, has made a proposal for a PIA,
- that proposal includes a debt secured on their principal private residence in respect of which the borrower was in arrears on 1 January 2015 (or, having been in such arrears before that date, the borrower entered into an alternative repayment arrangement with the secured creditor concerned, but remains insolvent),
- that proposal has been rejected by the creditor(s); and
- the PIP concerned certifies that there are reasonable grounds for making an application on behalf of the borrower to the appropriate court for an order under section 115A (9) of the PI Act.

3.3 Notwithstanding that a borrower might otherwise be eligible, a borrower will not be eligible for any component of Abhaile if, taking account of the matters referred to in section 104(2) of the PI Act, the costs of continuing to reside in the borrower’s principal private residence are disproportionately high.

4. **Data Processing and Sharing**

4.1 In addition to meeting the eligibility criteria above, a borrower who wishes to access any advice or assistance under Abhaile must first sign Abhaile’s data processing and sharing consent (‘client consent’). Consent will be recorded through the application form at the time of applying for a voucher. This client consent will permit the borrower’s information (including ‘personal data’ and any relevant ‘sensitive personal data’ for the purposes of data protection law) to be collected and processed for the purposes of the Abhaile by MABS, LAB and/or the ISI.

4.2 The client consent will also permit that information, together with financial and legal analysis or advice provided to the borrower by MABS or a panel adviser, to be shared with any other such adviser assisting the borrower under Abhaile.

¹ Section 2 of PI Act: ‘*principal private residence*’ means a dwelling in which the debtor ordinarily resides and includes – (a) any building or structure, or (b) any vehicle or vessel, whether mobile or not, together with any garden or portion of ground attached to and occupied with the dwelling or otherwise required for the amenity or

convenience of the dwelling’.

4.3 A consent field is included in the Accountant voucher application form whereby a borrower may consent to be contacted by North Dublin MABS within 6 months of issuance only to give feedback on the Abhaile Accountants panel experience.

4.4 All personal data collected for the above-stated purposes will be treated in accordance with the law, including (but not restricted to) EU and Irish data protection law, the Data Sharing and Governance Act, GDPR, the Personal Insolvency Acts, the Bankruptcy Acts and the Civil Legal Aid Acts

5. Borrower Application for Accountant financial advice and assistance

5.1 **In order to access any advice or assistance under Abhaile, the borrower must first be assessed as eligible and obtain a Scheme reference number (and a corresponding Voucher) from MABS. The borrower can do this by applying to his or her local MABS Office or by ringing the MABS Helpline (0818 07 2000).**

5.2 Where in the course of completing a MARP SFS, it appears that a borrower would benefit from the services of an Accountant, the MABS adviser will arrange for the borrower to be issued (on completion of an application form and client consent) with a Voucher for financial advice and assistance, in the borrower’s name, and will direct them to the Accountant panel.

6. The Accountant panel

6.1 The Citizens Information Board (CIB), is responsible in partnership with the relevant accountancy bodies for establishing and maintaining the panel of Accountants willing to provide services to borrowers under component (a) of Abhaile as set out under these Terms and Conditions.

6.2 The Abhaile Accountants’ panel is open to any practising accountant who:

- agrees to comply with Abhaile and with these Terms and Conditions and
- operates under a regulatory regime which ensures sufficient oversight of their conduct and performance by their professional body for the purposes of this Scheme.
- is a member of a recognised accountancy body and holds a valid practising certificate from that body.

6.3 The Accountant panel, including the contact details provided by participating accountants, will be publicly available so borrowers can check whether an accountant is on the panel. It is envisaged that the Accountant panel will be published on the MABS website and other relevant websites.

7. Accountant services to be provided under Abhaile, and fees payable

7.1 In all cases, on referral for the accountancy service, MABS will provide the borrower with

a copy of their completed MARP SFS and the required industry standard supporting information, together with any additional relevant information as provided by the Borrower.

- 7.2 Where available, the borrower will be required to make available further relevant documentation or information to assist the accountant in the provision of advice, which may include relevant documentation regarding the borrower's assets, income, resources and liabilities and, in particular, relating to the ownership, valuation or encumbrance of the borrower's PPR.
- 7.3 The panel accountant is expected to hold at least one in-person or virtual face-to-face meeting with the borrower. The service to be provided (independent financial advice on the borrower's best options for sustainable resolution of the mortgage arrears on their home) will be set out in a request for advice prepared by MABS. Examples of the type of service(s) which may be required are set out in Appendix A.
- 7.4 When carrying out the service requested by MABS on the borrower's behalf, it appears that the borrower would benefit from legal advice, provide a letter of circumstance and direct the borrower back to MABS to secure a voucher for the same.
- 7.5 If the MARP SFS was prepared or amended as part of engagement with the borrower under Abhaile, upon completion of their work, the panel accountant shall provide the borrower with an updated copy of their SFS.
- 7.6 **In all cases, a written summary of advice given to the borrower** in response to the MABS request and any other advice that may have been given is to be provided to the borrower.
- 7.7 The Accountant should maintain a record of borrower engagements in order to complete the summary of the financial advice outputs, as set out in the claim form, and return to MABS at the voucher redemption stage.
- 7.8 Should any information or matter come to the Accountant's attention that directly or indirectly relates to the borrower and casts doubt on the person's eligibility for the Abhaile Accountant panel under Part 3 of these Terms and Conditions, the Accountant should notify the referring MABS office in writing. This will not affect payment to the Accountant in respect of any work already completed under a voucher, and such payment will be made in accordance with part 8 of these Terms and Conditions.
- 7.9 A payment in the fixed amount of €500 (five hundred euro) plus VAT, where applicable, will be made under Abhaile to the accountant in respect of the provision of the services set out in para 7.1, subject to compliance with these Terms and Conditions and in particular with Part 8. It is a condition of making this payment that the services in question are provided by the accountant without charge to the borrower.
- 7.10 An accountant shall make all reasonable efforts to deal with cases assigned by MABS, except in cases where a conflict of interest or other professional impediment as set out in the applicable Code of Ethics arises, and must advise MABS if this occurs.

8. Application for Payment

- 8.1 Application for payment under Abhaile in respect of services provided by an Accountant must be made by the Accountant (on behalf of the borrower). Payment will be made directly to the Accountant.
- 8.2 An Accountant may apply for this payment by submitting the completed Application for Payment to North Dublin MABS in the form set out in Appendix B to these Terms and Conditions. The accountant must retain a copy of that application on the file of the borrower, together with the following documents (which must be available for inspection or submitted to MABS upon request):
- (a) a copy of the Standard Financial Statement completed for the borrower, if any, and
 - (b) a copy of the written advice provided to the borrower.
- 8.3 An Accountant must submit an Application for Payment to **North Dublin MABS, at 5 Church Street Finglas Dublin 11 D11XF78**, within one month of the end of the Quarter, during which the written confirmation of advice was given to the borrower. Payment will be issued directly to the Accountant in the following month.

Application for Payments may be submitted via email to VoucherDesk@mabs.ie.

- 8.4 Travel and subsistence expenses shall not be payable under these Terms and Conditions. Accountants must regard this provision when indicating their willingness to provide services to any particular borrower.
- 8.5 North Dublin MABS may request additional documentation or information from an accountant in relation to an application for payment, and the accountant shall provide any documentation or information so requested. Payment may be postponed pending receipt and consideration of such additional documentation or information by North Dublin MABS.

9. Withdrawal from the Panel

- 9.1 An accountant who wishes to withdraw from the accountant panel established for the purposes of Abhaile must inform their professional body, in writing, of their intention to withdraw. The accountant shall give one month's notice of their intention to withdraw, but, in other than exceptional circumstances, shall complete all outstanding cases. Where the accountant has not completed a case, they will co-operate with the transfer of the case to another accountant, selected by the borrower or MABS from the panel. The professional body will notify CIB of any such withdrawals.

10. Removal from Panel

- 10.1 An accountant may be suspended from the panel or removed from the panel at any time if:
- the Terms and Conditions are not complied with

- their conduct when providing services within the scope of Abhaile, or their professional conduct generally, renders them unsuitable, in the opinion of their regulatory body, to provide such services
- they have not participated in Abhaile to a satisfactory level in keeping with the objectives of Abhaile.

11. Scheme Cancellation or Amendment

- 11.1 The Abhaile Accountant panel may be terminated or modified, and these Terms and Conditions may be amended at any time, provided that this shall be without prejudice to any Application for Payment which has been received prior to the date of termination, modification or amendment.
- 11.2 Any queries in relation to these Terms and Conditions should be directed to Abhaile@ciboard.ie
- 11.3 Editable, soft copies of all relevant appendices will be sent to all Accountant panelists.

Citizens Information Board
April 2024

Appendix A

Examples of the type of financial service(s) which may be required of Accountants

MABS will endeavour to be specific in setting out the services required of the Accountant in order to optimise the use of the Accountant panel. It is expected that one or more of the following service(s) may be requested on behalf of the borrower, depending on the nature of the individual case.

The work will include an examination of the Standard Financial Statement (SFS) prepared by MABS to assess the borrower's overall financial situation and, where relevant: -

- identify issues that may need to be addressed, such as Revenue compliance requirements, company law requirements relating to accounts;
- advise and provide guidance to borrowers on required procedures to address any outstanding issues identified;
- calculate straightforward personal tax liabilities or tax liabilities arising from his / her business;
- advise on issues which may arise due to reckless trading / illegal actions giving rise to personal liability of the director for the debts of a company;
- advise on the orderly wind-up of a business concern; this will not extend to the preparation of accounts and income tax returns;
- estimate the cost of achieving compliance in more complex cases where multi-annual accounts and tax returns are found to be outstanding;
- compile a statement of income for the relevant period in straightforward cases;
- in the case of borrowers in receipt of self-employed income, review the calculation of any projected net income to assess future sustainable solutions for the mortgage arrears;
- in the case of borrowers in receipt of rental income, review the calculation of rent and expenses for sustainability;
- having considered the borrower's circumstances and outlook, propose an alternative arrangement which the lender may not have proposed and which may be put to the lender for consideration
- verify the level of arrears as asserted by the lender, including the application and treatment of interest;
- communicate with the lender on acceptance or rejection of the forbearance option on the borrower's behalf, if the borrower so requests (bearing in mind that the voucher does not cover subsequent work) and advise the borrower in writing as to how any charges for such communication are to be levelled and collected; where such action is undertaken

on behalf of the borrower, to advise the referring MABS that the accountant has assumed responsibility for the representation of the borrower.

Where the financial impact of regularising compliance matters is such that overall liabilities are considered to be excessive, and bankruptcy or other insolvency arrangements appear the most appropriate course of action, such cases are to be referred back to MABS for consideration of referral to PIP service.

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**Scheme of Aid and Advice “Abhaile” for Borrowers in Home Mortgage Arrears
Accountant Panel Members’ Claim Form**

Accountants who are members of the Accountant Panel for Abhaile will use this form to claim a rebate for services provided as outlined in the Terms and Conditions.

- Payment will only be made on submission of this form, fully completed, mailed to.....
- Payment will be made quarterly in arrears.
- Payment will be made by bank transfer.
- Payment is made only to members of the Accountant Panel who have provided valid bank details and evidence of tax clearance.

Accountant Name: _____

Panel Number: _____

Email address: _____

Vat number: _____

Bank Details

Account Name: _____

IBAN: _____

Claim Period

From: _____

To: _____

In respect of each borrower for whom payment is now sought, please indicate voucher number, date of meeting with the borrower, and nature of engagement, selecting from the list below:

- a. Advice on lender-proposed ARA
- b. Creation of an alternative/new ARA proposal
- c. Advice on financial situation
- d. Advice on cross-securitised mortgage debt/property portfolio-related debt
- e. Advice on business debt
- f. Advice on the calculation of arrears and interest
- g. Other advice – please specify. (Details of ‘other’ advice must be detailed.)

Voucher Number	Date of Engagement	Nature of Engagement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I confirm that in each borrower's case, I have provided the service as set out, provided the borrower with a copy of the advice in writing, and retained the same on file, available for inspection.

Date of Claim: _____

Signed by: _____

Print Name: _____



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