ISI Seirbhís Dócmhainneachta na hÉireann Insolvency Service of Ireland

Insolvency Service of Ireland

eBrief May 2023

ISI
Tackling problem debt, together

Insolvency Service of Ireland
e-Brief May 2023

Table of Contents

1. Introduction 3
2. Courts 3
2.1 Moran Doyle Case – disclosure and sustainability 3
2.2 Torpey case – excludable debt, class of creditor 5
2.3 Power case – living below RLEs; vouching of financial position 8
2.4 Mansour case - procedural requirements 9
3. Business metrics 12
3.1 ISI Statistics Quarter 4, 2022 12
3.2 Abhaile 12
4. General 12
4.1 Electronic Communications Agreement 12
4.2 Abhaile media campaign 24 April – 4 JunE 13
4.3 Decision of the Financial Services and Pension Ombudsman (FSPO) 15

1. Introduction

This is the fifteenth edition of the Insolvency Service of Ireland's (ISI) e-Brief. This publication aims to keep you as a stakeholder informed of ongoing activities of the ISI and key metrics of interest captured through our systems. In particular, the e-Brief aims to support and facilitate development of the personal insolvency process through the reporting of detail on court case decisions considered relevant for our stakeholder community. This document along with other resources can be found in the Stakeholder Information section on our *website*.

2. Courts

2.1 MORAN DOYLE CASE – DISCLOSURE AND SUSTAINABILITY

This judgment concerns an appeal by the debtor against the refusal of the Circuit Court of an application by the debtor's personal insolvency practitioner (the "PIP") pursuant to section 115A(9) of the Personal Insolvency Act 2012 (as amended) (the "2012 Act"). Promontoria Oyster DAC (the "Objecting Creditor"), who was the sole creditor, did not support the proposal and objected to the Circuit Court application and High Court appeal. Their grounds of objection centred around the sustainability of the personal insolvency arrangement ("PIA") where the debtor was reliant on a maintenance payment from her insolvent husband – from whom she was separated – of €1,000 per month until she is 80 years old. The Objecting Creditor also claimed the debtor had failed to declare ownership of a 99% shareholding in a company.

The debtor is employed by Carlow E-Learning Direct Limited (the "Company"), and describes her occupation as 'business developer'. She has two children, one of whom was 17 years of age and therefore dependent at the time when the PIP served a notice pursuant to section 111A requesting the Objecting Creditor's approval or otherwise of the PIA. The debtor's principal private residence ("PPR") had an agreed current market value of €310,000, and the mortgage balance outstanding to the Objecting Creditor in July 2019 was circa €1.3m. The bankruptcy comparison showed a marginally better return in the PIA for the Objecting Creditor; however, in bankruptcy, the Objecting Creditor as secured creditor could realise its asset and receive the net proceeds of sale, whereas under the PIA the debtor would retain the PPR.

It was suggested by the Objecting Creditor that the maintenance payments currently being provided were sporadic and could not be relied upon. However, evidence was provided of the maintenance agreement dated 27 February 2016 which provided for a payment of €12,000 per annum, and the debtor averred in her affidavit that the sum of €230.77 had been paid weekly since that date. The debtor further averred in her affidavit that her bank statements only reflected payments since November 2018 as the payments had been paid in cash prior to that date, and as such the payments were therefore "reliable and consistent". As Mr Doyle was jointly and severally liable for the PPR debt, it was not

contested by the debtor that he was also insolvent in the sense of being unable to discharge the contractual mortgage repayments as they stand.

Disclosure

The Objecting Creditor complained that the debtor failed to disclose in her PFS that she owned 99% of the Company, and produced an annual return form for the company for the period up to 19 December 2018. However, it was also submitted that further searches revealed that the debtor had disposed of 98% of her shareholding and in fact owned only 1% of the shares of the Company. The debtor averred that she transferred any interest she had in the Company to her eldest daughter in March 2016 in accordance with the terms of the maintenance agreement with her former husband, and a letter from an accountancy firm acting for the company dated 6 May 2019 was exhibited to the court which acknowledged the agreement to transfer the shares, and stated that the annual return form for the period up to 19 December 2018 which had been submitted was an oversight on their part. Notwithstanding this, an annual return form for the period up to 19 December 2019 again set out that the debtor held 99% of the shareholding of the company. The Court was told at the hearing that the debtor's husband runs the company, thereby generating the income to discharge the maintenance and provide a salary for himself and the debtor. No evidence was produced as to how the company was performing. The Objecting Creditor placed reliance on the apparent errors in the two annual returns which showed the 99% shareholding, but questioned whether there was in fact any mistake, and suggested that the failure to declare ownership constituted a failure to comply with her obligations to make a full and honest disclosure of her financial affairs and to make "a complete and accurate account of her assets and liabilities", and that such a failure was fatal to the debtor's application.

Sustainability of the PIA

With regard to the sustainability of the PIA, the Objecting Creditor's first two objections were concerned with the proposed repayments being unsustainable, contravening the legislative requirement that the debtor be reasonably likely to be able to comply with terms of the PIA and that the debtor would ultimately have to apply for bankruptcy to resolve her indebtedness. Furthermore, the Objecting Creditor suggested that the contractual obligation of the debtor's estranged husband to repay approximately €6,000 a month in respect of his PPR indebtedness meant he was clearly insolvent, meaning that the €1,000 per month maintenance payments to his wife would likely cease if he were subsequently adjudicated bankrupt or availed of an insolvency solution. In this regard, however, counsel for the personal insolvency practitioner ("PIP") relied on the judgment in Re JD, A Debtor [2017] IEHC 119. The debtor in JD not only relied, for the purpose of complying with her PIA, on maintenance payments from her former husband but had also obtained maintenance and attachment of earnings orders to enforce payment.

It was submitted on behalf of the debtor that it can be hard to obtain evidence from an estranged spouse which would establish the reliability of maintenance payments into the future. Counsel for the Objecting Creditor challenged the circumstances of this case with

regard to the maintenance agreement, submitting they were different to those in JD as a maintenance order had been obtained in JD, and therefore in this case there was a risk that the payments to the debtor could cease and the accepted insolvency of the debtor's husband made this scenario more likely than not. Counsel for the PIP suggested that if an application for insolvency or bankruptcy was imminent, the debtor could apply for a maintenance order to ensure that the maintenance would continue to be paid.

Judge Sanfey was of the opinion that, unlike in JD, the debtor in this case did not have to apply to the court for an order enforcing the maintenance agreement, countering the Objecting Creditor's inference that the absence of same would militate against approving the PIA. Judge Sanfey further found that it is difficult to see how bankruptcy would yield a better outcome for the Objecting Creditor. Judge Sanfey noted that because the PIA is a six-year arrangement, it can be "road-tested" over a protracted period, and that payments to the Objecting Creditor will increase very considerably in year two for the duration of the 20-year period. Furthermore, in the event that the debtor is unable to make the required payments, the Objecting Creditor can rely on its security or apply to adjudicate the debtor bankrupt in the normal way.

Conclusion

Judge Sanfey was therefore satisfied that the debtor would be able to meet the requirements of section 115A(9)(b)(i) and 115A(9)(c) of the 2012 Act by being reasonably likely to be able to comply with the terms of the proposed PIA and thereby resolve her indebtedness without recourse to bankruptcy.

In concluding, Judge Sanfey said he did not infer that the debtor was the owner of 99% of the shares in the Company, but acknowledged the errors contained in the two annual returns by the accountant (which he labelled as "careless in the extreme"), which were compounded by incorrect confirmation of the correctness of the details by the debtor's husband and daughter in their company capacity. However, he was satisfied that the documentation did not suggest an elaborate scheme by which the debtor retained her shareholding in the Company. In all the circumstances, therefore, Judge Sanfey did not consider that the debtor was in breach of her disclosure obligations under the 2012 Act in respect of her former shareholding in the Company. He was of the view that it was appropriate to set aside the order made in the Circuit Court and confirm the coming into effect of the PIA.

The full text of the judgment can be found here: [Link]

2.2 TORPEY CASE – EXCLUDABLE DEBT, CLASS OF CREDITOR

This matter concerns an appeal by the debtor against the refusal of the Circuit Court of an application pursuant to section 115A(9) of the Personal Insolvency Act 2012 (as amended) ("the 2012 Act").

Promontoria (Oyster) DAC (the "Objecting Creditor") objected to the coming into effect of the personal insolvency arrangement ("PIA") on the following grounds:

That the proposed PIA contained an "excludable debt" owed to Revenue which was not a "permitted debt", in breach of section 92(7) of the 2012 Act and furthermore, the proposed PIA contained terms that would release the debtor from the excludable debt which was not a permitted debt and therefore pursuant to section 115A(8)(a)(iii) of the 2012 Act, the Court may not make an order approving the PIA;

For the purpose of section 115A(9)(g) of the 2012 Act, that no class of creditor had accepted the proposed PIA by a majority of over 50% of the value of the debts owed to the class; and

For the purposes of section 115A(10) of the 2012 Act, that the debtor had failed, in the two years prior to the issuing of the protective certificate, to make such payments to the Objecting Creditor as her means would have allowed.

The proposed PIA had been circulated to creditors in October 2019. At that time, the debtor was 45 years of age and had two dependent children aged 16 and 18. She was employed part time with a bookkeeper. Her principal private residence ("PPR") had an agreed current market value of €120,000 and the mortgage owing to the Objecting Creditor was €300,139.84. There was therefore negative equity of €180,139.84 in respect of the PPR.

The specified debt creditors were the Objecting Creditor, Bank of Ireland and the Revenue Commissioners, of which part of the debt to the Revenue Commissioners was expressed as preferential debt. The PIA explained how the Revenue debt, both preferential and non-preferential, would be treated. However, it further stated that "there are no Permitted Debts in this arrangement".

Inclusion in the PIA of the Revenue debt

The Objecting Creditor submitted that the Revenue debt could not be a permitted debt in circumstances where Revenue did not vote, as they had not consented to the inclusion of that debt in the PIA and furthermore, the inclusion of the Revenue debt unfairly prejudiced the Objecting Creditor by calling into question the validity of the vote of the 'regular unsecured creditor class of creditors'.

The PIP averred in his affidavit that there was a verbal agreement with Revenue that they would opt in to the PIA once outstanding VAT returns had been filed, which occurred subsequently.

The main issue around this matter was in relation to the confirmation received in writing from Revenue that they would opt in; however, the Objecting Creditor noted that this was only received almost a year after the notice of the creditors' meeting had issued and was therefore not in compliance with section 92 of the 2012 Act. The PIP characterised the Revenue commitment to opt in (prior to the creditors' meeting) as a "quasi-yes vote" and suggested that it was not unusual practice. The PIP averred that the written communication subsequently received from Revenue was simply a written confirmation of a stance already taken to opt in, and in those circumstances, it was appropriate for him

to state that he neither had an excluded debt nor a permitted debt, but that it was also correct for the PIA to make provision for the treatment of Revenue's debt.

Judge Sanfey noted the distribution of relevant documents to all creditors, including Revenue, in advance of the creditors' meeting and furthermore that the voting certificate indicated that Revenue neither attended the meeting nor submitted a proxy form, and were therefore not "present and voting" at the meeting. It was also noted that the PIA contained a statement to the effect that there were no permitted debts. Ultimately, Judge Sanfey was satisfied that in the specific circumstances of this case, the Revenue debt was a permitted debt and the verbal consent of Revenue to opt in was adequate. Judge Sanfey further set out at paragraph 42 the factors which contributed to that conclusion.

Class of Creditor
The Objecting Creditor also challenged the validity of the Bank of Ireland debt which formed the basis of the class of creditor required for the application. The debt represented less than 1% of the total debt. Judge Sanfey acknowledged that in previous decisions of the Court, regard had been had to what was essentially a "rule of thumb" which had come to be applied in practice, that a class of creditors which represented less than 1% of overall debt may be regarded as not satisfying the requirement of section 115A(17)(b) of the 2012 Act. He noted the decision of McDonald J in re Lisa Parkin, a debtor [2019] IEHC 56, a case in which the class of creditor relied upon represented 1.1% of her indebtedness. Judge Sanfey agreed with the dicta of McDonald J in Lisa Parkin that the "court is free to form a view as to whether a class should be treated as a class of creditor for the purpose of s.115A" and accepted that such cases "should be treated with caution by the court".

In the present matter, the debt legitimately owed to the creditor comfortably exceeded the debtor's monthly net income, a factor that was similarly taken into account in the Parkin decision, and would be a very significant burden on the debtor if it was required to be discharged. Judge Sanfey also pointed out that the debtor, if she had foreseen the objection on the basis of "class of creditor", could possibly have made some arrangement with the bank which would have discharged the debt, so that her arrangement would have been on a "single creditor" basis, dealt with under section 111A of the 2012 Act, in which case the "class of creditor" issue would not have arisen. However, he noted that the debtor "did not embark upon such a dubious course of action", and faced up to her indebtedness in a frank and open manner. In the circumstances, the Court was satisfied that Bank of Ireland was correctly constituted as a class of creditors for the purpose of section 115A(9)(g) of the 2012 Act.

Payment history in two years prior to protective certificate
On the matter of the debtor's poor payment history prior to the issue of the protective certificate, Judge Sanfey referred to the principles contained in the judgment of McDonald J in re Richard Featherston, a debtor [2018] IEHC 683, which he set out at paragraph 58. Judge Sanfey acknowledged that the debtor in this case had shown a regular payment record since engaging firstly with MABS and subsequently with the PIP, which had been consistent since September 2018.

Conclusion

Judge Sanfey was therefore satisfied to set aside the order of the Circuit Court and confirmed the coming into effect of the proposals for the PIA in accordance with their terms.

The full text of the judgment can be found here: [Link]

2.3 POWER CASE – LIVING BELOW RLEs; VOUCHING OF FINANCIAL POSITION

This judgment concerns two appeals by debtors (married couple) against the refusal of the Circuit Court to approve the coming into effect of their arrangements under section 115A(9) of the Personal Insolvency Act 2012 (as amended) (“the 2012 Act”). The appeals were challenged mainly on the grounds that, given the debtors' circumstances, the proposed personal insolvency arrangements (“PIAs”) were neither affordable nor sustainable.

The PIAs were for a period of twelve months. The full outstanding balance of the principal private residence was to be restructured under the PIAs and paid in full over an extended term of 324 months. A judgment mortgage was also to be paid in full over a period of 15 years.

The objecting creditor was of the view that if the PIAs were approved, the debtors would be required to forego a reasonable standard of living for themselves and their dependents.

The objecting creditor pointed to an increase in the costs of the children as they progress through school and that the deficit in the reasonable living expenses (“RLEs”) would be circa €550 per month for a period of time.

Mr Power (one of the debtors) acknowledged the shortfall in his affidavit, but was satisfied that this was not sufficient to make his personal insolvency arrangement (“PIA”) unsustainable. The personal insolvency practitioner (“PIP”) also addressed the issue of the shortfall in his affidavit and stated that he was sure the debtor could meet payments as specified in the PIA. The judge noted that it was difficult to discern from the PIP’s affidavit any evidence that would underpin the “vague and general assertions” made by Mr Power as to his ability to meet the shortfall.

Judge Sanfey noted that while it was clear from Re Hurley and Phelan, Debtors [2019] IRHC 523 that the Court’s obligation is to take the ISI’s RLEs into account rather than insist on them being strictly observed, the Court must carefully consider any case in which the debtor’s income falls below the RLEs and other costs in order to satisfy itself that there is sufficient income to maintain a reasonable standard of living for the debtor and his or her dependents (section 99(2)(3) of the 2012 Act), and that the debtor is reasonable likely to be able to comply with the terms of the proposed arrangement (section 115A(9)(c) of the 2012 Act). He stated that the fact that there may not be any other attractive options in this case cannot deflect the Court from insisting on compliance with the provisions of the

2012 Act. He also noted that the greater the departure from the RLEs, the greater the onus on the debtor to satisfy the Court that the departure is manageable.

In this regard, he noted that he found the evidence of the debtors "somewhat vague and aspirational" as well as lacking in detail to support Mr Power's contentions. He noted, however, that the debtors had a very powerful incentive to ensure the PIAs succeed. He further stated that the debtors' affidavits suggest they were very conscious of the need to cut their cloth according to their measure and that their excellent payment history since obtaining the protective certificate showed their discipline to adhere to the arrangement. He went on say, however, that none of this would avail the debtors if there was a shortfall of €500 per month for several years.

Having spent time considering the figures presented, Judge Sanfey was of the view that the shortfall was significantly less than contended by the objecting creditor. He stated that at €268.27 per month for three years at its worst point, it was in the range of the sort of shortfall which McDonald J considered permissible in Hurley and Phelan. Stating that it seemed to him that the debtors had established that they would be able to arrange their affairs so that they and their children could generate sufficient income to maintain a reasonable standard of living, Judge Sanfey set aside the orders made by Circuit Court and confirmed the coming into effect of the proposals for the PIAs in each case in accordance with their terms.

The full text of the judgment can be found here: [Link]

2.4 MANSOUR CASE - PROCEDURAL REQUIREMENTS

This matter concerns an appeal by Seamus Costello and Dympna Costello ("the creditors") from a judgment of the Circuit (Personal Insolvency) Court at which the Court approved the coming into effect of a Debt Settlement Arrangement ("DSA") relating to Anas Mansour ("the debtor") pursuant to the Personal Insolvency Act 2012 (as amended) ("the 2012 Act"). The creditors were excluded by the Personal Insolvency Practitioner ("PIP") from the debts included in the DSA. The creditors who, at the time of the DSA, represented 71.6% of the debtor's indebtedness neither participated in a creditors' meeting nor participated in the resulting DSA, which was approved on a single creditor basis.

The issues relating to appeal concerned the following:

Whether the Court was satisfied that the debtor was insolvent and thereby eligible for a DSA.

Whether the DSA unfairly prejudiced the interests of the creditors to the extent that it was unjust.

Whether the decision by the PIP to exclude the creditors' debt on the grounds that they had not proved their debt was in accordance with the procedural requirements of the 2012 Act. The creditors also submitted that it was incorrect for the PIP to require them to file a proof of debt.

Judge Sanfey dealt firstly with the third issue as it would only be necessary for him to consider the first and second issue in the event that the third issue was not decided in the creditors' favour.

Background
The debtor is a medical practitioner. The creditors are creditors of the debtor due to a judgment of 11 July 2018 for €91,300 together with taxed legal costs of €43,351.58, totalling €134,651.58. The judgment arose from the debtor's default in relation to a commercial agreement with the creditors.

The creditors issued bankruptcy proceedings against the debtor. The debtor's solicitors subsequently wrote to the creditors' solicitors by email enclosing a *"Draft Debt Settlement Arrangement"* and a summary of affairs. The draft DSA showed that the judgment in favour of the creditors was included in the proposal and they would receive payments over five years resulting in payment of 100% of their debt. The draft DSA specifically acknowledged the debt owing to the creditors as "accepted". The debtor applied for a Protective Certificate ("PC") and an adjournment of the bankruptcy proceedings was granted on consent.

By email on behalf of the PIP dated 4 November 2020, the debtor's solicitors and creditors' solicitors were advised that a PC had issued and were asked *"can you confirm you are willing to accept these documents by way of email"*. A reminder was sent to the creditors' solicitors on 6 November 2020, who replied stating *"…we can accept by email given the circumstances".* Later that afternoon, an email was sent on behalf of the PIP which attached four documents: a letter of 4 November 2020 to the creditors' solicitors, the PC, the debtor's application for a PC and the debtor's prescribed financial statement. The letter from the PIP to the creditors' solicitors dated 4 November 2020 requested that a proof of debt be provided within 14 days; however, the letter referred to sections 96, 98 and 101 of the 2012 Act which are applicable to a Personal Insolvency Arrangement ("PIA") rather than a DSA. The creditors acknowledged by affidavit that there was no response to this letter *"…as unfortunately it was overlooked"* and averred that the email that was attached to the letter stated "*[p]lease find attached the Protective Certificate for Dr Anas Mansour and supporting documentation"* and did not specifically refer to a notice for the purposes of the 2012 Act.

The debtor's only other creditor proved their debt.

Compliance with procedural requirements
Judge Sanfey referred to section 64(1) and section 134(1)(a) of the 2012 Act. Section 134 of the 2012 Act sets out provisions relating to the service of notices on a natural person such as creditors or their solicitors. Judge Sanfey posed the question of what exactly was being accepted by email and what was intended by the phrase *"these documents" and "supporting documentation".* Judge Sanfey noted that section 64(2)(a) of the 2012 Act does not expressly require "written notice" of a requirement to file a proof of debt be given, and section 64(2)(b) makes it clear that serious consequences ensue for a creditor who, having been requested to do so by a PIP, does not comply with that request. Judge Sanfey further stated that in accordance with section 134(1)(a) of the 2012 Act, an "electronic alternative" to service of the

notice must be "agreed in advance between the person giving and the person receiving the notice…". Judge Sanfey stated that the emails from the PIP did not expressly or otherwise seek agreement to service by email of the notice required under section 64(2) of the 2012 Act and the use of the phrases "*these documents*" and "*supporting documentation*" suggested that they were relevant to the grant of the PC.

Judge Sanfey further noted that the letter of 4 November 2020 referred throughout to section 98 of the 2012 Act, which is solely concerned with a PIA and not a DSA.

Conclusion

Judge Sanfey considered the reference to the incorrect section of the 2012 Act in the letter of 4 November 2020 to be a significant defect in the notice. Judge Sanfey was not willing to overlook the fact that the notice was not properly served in the absence of an express agreement to serve the notice by email, given the extremely serious consequences of the notice for the creditors. He stated that the notice was in any event defective in relying on the wrong statutory provision in a different chapter of the 2012 Act and *"the defect was not trivial, peripheral or insubstantial"*. Judge Sanfey stated that "*the defects in service and the notice itself are in my view fatal to its validity, and the PIP's purported request to the creditors to prove their debt is accordingly invalid. The procedure leading to the approval of the DSA was therefore fatally flawed, and cannot be allowed to stand"*.

Judge Sanfey wished to make it clear that the PIP was entitled to require creditors to prove their debt in circumstances where they had a judgment that was included in the prescribed financial statement and draft DSA. He furthermore did not see any difficulty in principle with the 14-day limit imposed by the PIP. He noted that the PIP could, perhaps, before the expiry of the 14-day period, have reminded the creditors' solicitors that they were required to file a proof of debt in order to be able to vote for or against the DSA. However, Judge Sanfey noted that the PIP was under no obligation to do so.

Judge Sanfey considered that it would be unhelpful now to express a view on whether the debtor was insolvent and if the DSA unfairly prejudiced the interest of the creditors. He therefore allowed the creditors' appeal and their objection to the DSA.

The full text of the judgment can be found here: [Link]

3. Business metrics

3.1 ISI STATISTICS QUARTER 4, 2022

The ISI statistical report covering the fourth quarter of 2022 is published on the ISI website here. Key statistics for Q4 include 301 new cases submitted, 324 protective certificates, 259 arrangements approved and 33 bankruptcies. The total number of protective certificates issued in the 6 months to 31 December 2022 amounted to 587 while the total number of arrangements approved for the same period amounted to 480. This represents a drop of 3% and 16% respectively when compared to the same period in 2021. There were 41 bankruptcy adjudications for the last six months of 2022. This is a drop of 51% compared to the same period in 2021 and continues a declining trend since numbers peaked in 2016 at 526 for that year.

3.2 ABHAILE

At end March 2023, over 27,700 Abhaile scheme vouchers had been issued, of which 18,868 relate to vouchers enabling borrowers to a free consultation with a PIP. This equates to a monthly equivalent for PIP vouchers over the lifetime of the Abhaile Scheme of approximately 233 vouchers. The balance of the issued vouchers relate to the legal advice side of the scheme with 5,765 for consultations and 2,524 relating to pursuit of section 115A reviews.

4. General

4.1 ELECTRONIC COMMUNICATIONS AGREEMENT

The ISI would also like to take this opportunity to remind stakeholders about the Electronic Communications Agreement ("ECA") Register. Section 134 of the Personal Insolvency Act 2012 provides for the giving of notices between parties, and the methods through which such notices may be given and received. In particular, it provides that where notices are given by electronic means, agreement must have been made in advance by the person giving and the person receiving such notice. In July 2014, the ISI invited Approved Intermediaries, Personal Insolvency Practitioners and creditors to sign an Electronic Communications Agreement (ECA) that provided for the electronic exchange of information with and between all the relevant parties to the agreement. Both the September 2018 and October 2020 e-Brief contained a further invitation. Taking into account the reality that most exchanges are carried out electronically, the ISI encourages all Approved Intermediaries, Personal Insolvency Practitioners and Creditors to become party to the Agreement. Being party to the Agreement removes the necessity to seek individual agreements with relevant stakeholders. A copy of the ECA and accompanying subscription form can be found on the ISI website here. The ISI maintains a database internally detailing those stakeholders who are signed up to the Agreement ("ECA Register"). Section 3.3 of the Agreement refers to the ISI being permitted to publish a list of those stakeholders subscribed to the Agreement. The ECA Register is published

on the ISI website in the 'Stakeholder Information' section. The ISI would continue to urge stakeholders not already signed up to the ECA to do so. For those stakeholders already registered we would also ask you to review your own entry to ensure details are up to date. If you wish to subscribe to the ECA, amend contact details or cease being party to the Agreement, please email ISI at info@isi.gov.ie with 'ECA' in the subject line.

4.2 ABHAILE MEDIA CAMPAIGN 24 APRIL – 4 JUNE

The campaign will run for six weeks across traditional, digital and social media placements. It will reflect an updated approach to raising awareness of Abhaile as a result of working with a new creative agency, Javelin.

Based on research and insight from prior campaigns, it is understood that many in long term mortgage arrears can feel like their problem has no solution. The approach to this campaign with the theme of 'Open Doors' is based on addressing this insight.

Billboard example

Social media examples

While dealing with mortgage arrears a closed door represents no way out. People can feel trapped in their financial problems. Abhaile is helping to open doors, offering them a way out of their situations through access to practical financial advice.

The audio and visual messaging will be safe, proactive and encouraging. It will promote an ‘open’ door, empowering the target audience to take control of their situation.

There will be a mix of traditional, digital, and social media to support a full offering campaign.

Outdoor (OOH)
Traditional formats such as bill board (see first image above) and bus stop shelter will used for this campaign. They will be placed on ‘roadside’ and ‘retail’ placements to capitalise on high footfall areas.

Radio
A 30-second ad (in Irish and English) will air across national, urban and local radio stations over the campaign period. The radio ad will support the visual messaging of the out of home posters and other visual elements of the campaign.

Digital
YouTube will play an important part in digital placement. The static ad will be animated to communicate the sense of a door opening, with a deliberate colour change from grey to the striking blue to convey a sense of hope, openness and support for the viewer. The main call to action will be to call the helpline, or visit mabs.ie/abhaile.

Other digital placements will include programmatic delivered through media partners owned marketplaces.

Audio
The radio ad will be repurposed to be used across podcasting (AudioXi) and Spotify placements.

Social Media
A static and animated version of the 'Open Doors' creative will be repurposed into various treatments (static, animated, cover images, and animated stories) for a broad placement across the Facebook and Instagram.

Website
The MABS website will be updated with the creative imagery while the campaign is ongoing. This will include the home page and Abhaile section. The purpose is to 'join the dots' and take the visitor on a connected journey

4.3 DECISION OF THE FINANCIAL SERVICES AND PENSION OMBUDSMAN (FSPO)

A decision taken by the FSPO following receipt of a complaint from a former bankrupt (petitioned in the UK) regarding the provision of detail on a loan by a creditor to the Central Credit Register may be of interest. The binding decision dated 4 May 2022 can be found here: [Link]

ISI

Seirbhís Dócmhainneachta
na hÉireann
Insolvency Service
of Ireland

Disclaimer
Information contained in this e-Brief has been produced by the Insolvency Service of Ireland and is intended as a general guide. The ISI has no role in providing legal advice or interpreting the law and this guide may not be relied on as such advice or interpretation. The ISI assumes no responsibility for the accuracy, completeness or up to date nature of the information in this e-Brief and does not accept any liability whatsoever arising from any errors or omissions.