BPFI-MABS Operational Protocol:

Working Together to Help Customers/Clients in Financial Difficulty

September 2026

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About

Banking & Payments Federation Ireland (BPFI) is the voice of banking and payments in Ireland, representing over 125 domestic and international member institutions.

MABS is the State-funded national, free, confidential and independent service for people who are experiencing difficulties with debt. MABS comprises 60 offices nationwide, a national helpline at 0818 07 2000 and a website at www.mabs.ie . MABS is funded and supported by the Citizens Information Board.

PART 1 - DEFINITIONS

"Creditor" shall mean BPFI creditors who subscribe to this Protocol and any agents of theirs.

"Repayment plan" shall mean a debt repayment plan with agreed alterations to the terms of the original contract, but covering a period of not more than seven years from the date the plan is put in place.

PART 2 – GENERAL PRINCIPLES

1. Partnership Approach

a) This Protocol is designed to further improve the operational effectiveness of BPFI Creditor/MABS Adviser engagement. It sets out the process by which BPFI Creditors ("Creditors") and MABS ("Advisers") agree to approach debt problems experienced by personal customers/clients. The process will commence when a personal debtor approaches the MABS Service for assistance.

b) This Protocol enables BPFI Creditors and MABS Advisers to continue to work together effectively to help personal customers/clients to address debt problems, especially in cases of unsustainable over-indebtedness and, wherever possible, to formulate a mutually-acceptable, affordable and sustainable repayment plan.

c) This Protocol accepts that each creditor adopts a different approach to debt recovery and each case of indebtedness is unique and needs to be treated differently.

d) This Protocol is subject to the provisions of all relevant consumer legislation and regulation and takes account of relevant codes of practice.

e) The importance of full disclosure is recognised by BPFI Creditors and MABS in the context of the operation of this protocol

f) The concept of debt settlement is recognised by BPFI Creditors and MABS as central to this protocol. For the purposes of this protocol the concept of debt settlement is understood to mean a process of negotiation with creditors to accept payment that may be less than the full amount of the debt owed in respect of unsecured debt and in full and final settlement of that debt.

g) The Protocol recognises that a minimum living standard for the customer/client, in line with accepted norms and their particular circumstance, are to be prioritised and preserved in line with the guidelines on Reasonable Living Standards (RLEs), as published by the Insolvency Service of Ireland[1]. Where additional expenditure is necessary, this should be clearly explained and supported where appropriate.

2. Creditors' Approach

a) BPFI Creditors are committed to helping their customers to responsibly manage their debt. They will advise the customer that it is in his/her own interests to ensure that his/her income is being maximised and that a budgeted approach to expenditure is maintained. Where

[1] Insolvency Service of Ireland - http://www.isi.gov.ie/en/ISI/Pages/Reasonable_living_expenses

circumstances warrant it, BPFI Creditors will refer the customer for guidance to the MABS National Helpline or the local MABS service.

b) BPFI Creditors are committed to working with MABS Advisers to help resolve customer debt problems in an effective and realistic manner.

c) BPFI Creditors recognise that, when borrowers experience an unexpected change in their circumstances, their financial plans can be disrupted and they may experience difficulties in repaying money they have borrowed. In such situations, Creditors will work with their customers and with MABS Advisers, as appropriate, to formulate a mutually acceptable, affordable and sustainable repayment plan.

d) BPFI Creditors recognise the distinction between customers who are unable to pay, or have reduced capacity to pay, and customers who can pay some or all of their debt but will not. Creditors also acknowledge the MABS objective of supporting their clients in protecting an acceptable standard of living – ref. 3(d) below. Creditors will seek to identify genuine cases of hardship and will handle these sympathetically and positively, in order to assist customers in meeting their obligations.

e) Once contacted by MABS on behalf of a customer with debt problems, BPFI Creditors will review the situation with the aim of finding a mutually-acceptable, affordable and sustainable repayment plan. In the operation of this Protocol the Creditor will try to facilitate the customer as much as possible, taking previous payment history and relationship into account.

f) BPFI Creditors will provide customers in financial difficulty on request with contact details for the MABS website or the MABS National Helpline, and be proactive in advising them to make an appointment with the service. Creditors will engage with an Adviser about a particular case at the customer's request or when approached by the Adviser and when provided with written customer consent in the form of the MABS Client Authorisation Form.

g) BPFI Creditors agree to adopt flexible procedures for working with MABS Advisers in handling debt problems, subject to their regulatory requirements, internal controls and previous experience with the customer. Such procedures are aimed at assisting the customer as far as possible in his/her particular circumstances.

h) During the MABS engagement on behalf of a customer/client, BPFI Creditors will not commence any legal action and will suspend or adjourn legal action that may have already commenced – subject to agreement to or on-going compliance with a mutually-acceptable, affordable and sustainable repayment plan. Where seeking judgment is deemed necessary, an undertaking will be given by the BPFI Creditor not to execute that judgment subject to ongoing compliance with the mutually-acceptable, affordable and sustainable repayment plan, as set out at 2(c),3 (c) and 9.

i) The following is the agreed interpretation of 2(h) and its application by BPFI Creditors and their agents. This will be monitored by both MABS and the BPFI on an ongoing basis:

   (i) The BPFI Creditor will not commence any legal proceedings to recover debt where client/creditor engagement is already underway - in order to determine a mutually-acceptable, affordable and sustainable repayment plan in accordance with the 30-day timeline set out in Steps 2 and 3 of Section 8 of this Protocol.

   (ii) Where a legal seven-day demand letter has already been received by the client from the creditor's solicitor prior to the borrower engaging with the creditor under this Protocol, no further action will be taken by the creditor for a period of 30 days (set out in Steps 2 and 3 of Section 8 of the Protocol, Agreeing a Repayment Plan) in order to facilitate client/creditor engagement in agreeing a mutually-acceptable, affordable and sustainable repayment plan.

(iii) Where proceedings have issued and been served on the client and a court date has been given prior to the client engaging with the creditor under this Protocol, subject to the Court process, the creditor/third party will adjourn proceedings for a period of at least 30 days (per the timelines in Section 8 of the Protocol, Agreeing a Repayment Plan) in order to facilitate client/creditor engagement in agreeing a mutually-acceptable, affordable and sustainable repayment plan.

(iv) Where a judgment has already been obtained by a creditor against a client prior to the client engaging with the creditor under this Protocol, no action will be taken to enforce the judgment pending agreement between them of a mutually acceptable, affordable and sustainable repayment plan, and no action will be taken to enforce the judgment subject to the client's ongoing full compliance with any such plan.

(v) Where a mutually-acceptable, affordable and sustainable repayment plan has been agreed with the client, the creditor will not take legal action, or where legal action is in being, it will not continue to pursue the legal action – subject to ongoing full compliance with that plan by the customer/client.

j) BPFI Creditors are committed to trying to deal with all genuine cases at all stages of the process outside of the legal system.

k) MABS and creditors agree that the 30-day timeline should be treated on a 'best endeavours' basis; and, where this timeline is at risk of not being met, that a letter would issue from the money adviser to the creditor explaining the circumstances and outlining how the client has been advised to proceed.

3. MABS Approach

a) MABS Advisers recognise that there is a distinction between clients who are unable to pay, or have a reduced capacity to pay, and clients who can pay some or all of their debt but will not.

b) MABS Advisers will inform clients, at the outset, of all the resolution options available that may be considered given the client's particular circumstances.

c) The role of the MABS Advisers in their contact with Creditors, on behalf of clients, is to resolve difficulties through the formulation of a mutually-acceptable, affordable and sustainable repayment plan by providing, with the client's consent, a Central Bank Standard Financial Statement where the debt profile includes mortgage debt, together with a MABS standard financial statement, and other relevant documentation. MABS Advisers are thereby committed to a positive working relationship with BPFI Creditors in support of their clients.

d) MABS Advisers aim to support clients to protect a standard of living for themselves which is acceptable and, at minimum, is above the poverty line. This entails the prevention, in so far as possible, of the loss of liberty, homelessness, utility disconnection, the loss of essential goods and/or services and the retention of social welfare payments where appropriate. The MABS perspective is reflected in the following wording: "People are living in poverty if their income and resources (material, cultural and social) are so inadequate as to preclude them from having a standard of living which is regarded as acceptable by Irish society generally." [2]

e) MABS Advisers will treat BPFI Creditors and other Creditors impartially and fairly and will not seek to give any Creditor priority over another in a similar position, while having due regard to point 4(b).

[2] National Action Plan for Social Inclusion 2007 – 2016 - http://www.socialinclusion.ie/nationalactionplan2007.html

f) MABS Advisers aim to support clients to access legal advice and to uphold their rights in the event of legal action being taken.

g) MABS Advisers will remain aware of and respect individual structures and internal controls, codes and regulatory bodies under which Creditors and their staff may be working. Notwithstanding this recognition, the initial MABS client authorisation form shall be accepted by creditors throughout the currency of the debt repayment plan and further authorisations shall not be sought by creditors. This does not apply should the debtor at any point cease to be a client of MABS.

h) Clients will be fully informed of their responsibilities to commence and maintain agreed repayment schedules and of their duty to advise their BPFI Creditors and MABS Adviser if this is not possible. The Creditor will be informed by the Adviser if the client is no longer availing of the MABS Services.

4. Framework for Addressing Debt Problems

Working together, the BPFI Creditor and MABS Adviser agree to adopt the following principles in addressing customer/client debt problems.

a) Examine the debt/arrears situation on its individual merits, as each situation is different and is likely to require different solutions.

b) Pay special attention to the needs of vulnerable customers when putting in place any of the alternative repayment arrangements detailed in this Protocol.

c) Prioritise debts in terms of mortgage over other debt and thereafter on the basis of consequences for non-payment.

d) Unsecured Creditors will be treated on an equitable (pro rata) distribution basis.

e) Consider the customer/client's overall indebtedness in establishing ability to repay; first giving priority to protection of repayment of mortgage or rent for appropriate accommodation and thereafter, payment for essential utilities such as heat and light and other basic necessities (as per 1(g) above).

f) It is acknowledged that customers/clients in a sustainable debt repayment plan should avoid obtaining any further credit during the term of the plan. In exceptional circumstances, where customers/clients may need to obtain emergency credit facilities, this should not exceed €650 in any 12-month period.

g) Explore, as appropriate, alternative repayment measures, ensuring that the customer/client receives a clear explanation of any alternative repayment arrangements. The customer/client will be informed of any additional interest or administration charges that may arise. In so far as possible, any increase in the level of indebtedness arising out of addition of interest, penalty interest or charges will be avoided.

h) Inform the customer/client as to the full details of the repayment arrangement as well as the potential consequences of not adhering to this and the continued impact on his/her credit rating.

i) Provide the customer/client with the up to date contact details of a staff member and/or team charged with dealing with MABS clients in the case of unsecured debts, and with up to date contact details of a staff member and/or team in the creditor's ASU charged with dealing with MABS clients who also hold secured debts.

j) Monitor the mutually-acceptable, affordable and sustainable repayment plan as appropriate.

5. Application of the Protocol

a) The BPFI Creditor reserves its right to enforce the loan in circumstances where it deems application of this Protocol is not appropriate. In such circumstances, the Creditor will endeavour to advise the debtor or MABS adviser as to the reason for this decision, if requested, unless prevented from doing so by legal, commercial or other reasons.

b) This Protocol will not apply if, in an individual case, the MABS Adviser and/or BPFI Creditor consider it inappropriate.

c) This Protocol does not relieve debtors of their contractual duties in respect of unsecured debt until such time as the debt is settled in full or otherwise agreed by the BPFI Creditor under an agreed repayment plan

d) It is acknowledged by BPFI members and by MABS that this Protocol does not automatically provide for debt resolution. Due regard will need to be had to each customer's/client's financial circumstances and any change in those circumstances.

6. Confidentiality

The relationship between BPFI Creditors and their customers is based on mutual respect and trust. Any information held by Creditors on their customers is kept on a strictly confidential basis. Customer information may be given to a third party in four exceptional cases as follows:

(i) where disclosure is made at the request or with the consent of the customer on the presentation of a signed authorisation in an agreed format

(ii) where a bank is legally compelled to do so

(iii) where there is a duty to the public to disclose

(iv) where it is necessary for the bank to present its case - e.g. in court or before any other quasi-judicial forum.

The confidential relationship between the MABS Advisers and their clients is a core value of the MABS service. This guarantee of confidentiality is given by MABS to all its clients. Information can be given to BPFI Creditors by the MABS Adviser only with the written permission of the client.

PART 3 - PROCEDURES

7. General Arrangements

a) MABS Advisers seek to encourage self-reliance and, to this end, support clients to take ownership of their debt problem and to communicate directly with their BPFI Creditors when appropriate at the request of the client. To this end, through the website, national helpline or face-to-face advice, MABS provides clients with an appropriate level of information, advice and support. The principles of the Protocol will also apply to customers who deal directly with their BPFI creditors with the assistance of MABS, whereby customers are provided with an information pack to support their engagement with creditors. Self-help clients not demonstrating the capacity to pursue the process with creditors should be referred back to MABS, who will then assess them as 'full' clients.

b) BPFI Creditors will provide MABS with contact details for their centralised debt collection offices and will advise of any changes.

c) MABS will provide each BPFI Creditor with relevant contact details. Creditors can then provide this information to their customers, as appropriate.

d) MABS Advisers and BPFI Creditors will use an agreed, generic, standardised form for the customer/client's Financial Statement of Affairs - to be accurately completed and signed by the customer/client with the assistance of the MABS Adviser.

[Note: The MABS Standard Financial Statement [see Appendix A] will be used in conjunction with this Protocol except where a MARP SFS is required in respect of mortgage debt, in which case both forms of SFS will be forwarded by MABS to the Creditor.]

8. Agreeing a Repayment Plan

Any and all references to timelines around a repayment plan relate to unsecured debt only. Where repayment timelines are referred to, they are subject to review per Step 4. The duration of a mutually-acceptable, affordable and sustainable repayment plan will take into account the personal circumstances of the customer/client and will not exceed seven years in duration.

Step 1

Within 20 working days of the initial point of contact with the BPFI Creditor, the MABS Adviser will endeavour to submit on behalf of the customer/client the following documentation:

a) signed authorisation from the customer/client authorising MABS to act on their behalf.

b) the completed and signed MABS Standard Financial Statement template SFS [Appendix A]

c) a realistic proposal with regard to the repayment of the debt over a specified period of time.

Step 2

The BPFI Creditor will endeavour to follow up with the MABS Adviser within 10 working days of receipt of the MABS Standard Financial Statement and/or the MARP SFS and other documentation referred to under Step 1.

Step 3

Once agreement has been reached on the terms of and the timeline for a mutually-acceptable, affordable and sustainable repayment plan, the BPFI Creditor will accept payments and will monitor the situation as appropriate.

Step 4

The MABS Adviser will hold a review with the customer/client every twelve months or as appropriate to ensure that the repayment agreement is operating effectively. The outcome of each review will be advised to the BPFI Creditor. The outcomes of these reviews will determine the further operation or otherwise of the agreed repayment plan and the timeline for this.

9. Managing the Repayment Plan

a) During the repayment schedule, the BPFI Creditor will:

i) monitor the situation on an ongoing basis

ii) alert the customer/client of any default on payments as soon as the Creditor becomes aware of a problem and advise what corrective action is required

iii) advise the MABS Adviser as to the situation

iv) work with the customer/client and/or MABS Adviser to identify both how the repayment schedule can best be put back on track and the timescale involved

v) endeavour to maintain/provide an ongoing transaction banking service for the customer/client

vi) consider, prior to expiry of the timescale identified under 9(a) (4) above, any new proposals for repayment

vii) where such proposals are rejected, provide to the MABS Adviser an opportunity to discuss the grounds for such rejection in an effort to arrive at an alternative, mutually-acceptable, affordable and sustainable repayment plan.

b) During the repayment schedule, the MABS Adviser will:

(i) inform the BPFI Creditor within 10 working days of becoming aware of any material changes in the customer/client's financial situation

(ii) inform the Creditor within 10 working days of being informed that an agreed payment cannot be made on the agreed date

(iii) contact the customer/client in advance of any agreed review to ensure that any new proposals can be submitted to the Creditor in a timely manner

If the customer/client defaults, or if the MABS Adviser reports that the customer/client is no longer working with them, the BPFI Creditor may then have no alternative, depending on the situation and level of arrears, but to escalate the case. The Creditor will try to facilitate the customer/client as much as possible, taking into account previous payment history and the relationship with the customer/client.

10. Completing the Repayment Plan

On successful completion of the agreed repayment plan, residual unsecured debts covered by the plan will not be pursued. Written notification or a closing account statement reflecting this outcome will be forwarded by the BPFI creditor to the MABS adviser or directly to the qualifying debtor.

On successful completion of the repayment or debt settlement plan, the Creditor undertakes to file an up-to-date report on the client's current standing with that Creditor, with the Central Credit Register (CCR). More information on the CCR is set out in Appendix B – CCR Records.

ends

Appendix A

Financial Statement of: _____

Date: _____

Address: _____

_____

Weekly / Monthly (Circle one)		
Number in Household	Adults	Children
Children's Ages		

Income	**Euro**
Wages / Salary	
Social Welfare	
Pensions	
Child Benefit	
Other Income	
Total Income Box A	

Expenditure	
Rent	
Mortgage	
Mortgage Protection Insurance	
Buildings/Contents Insurance	
Food / Housekeeping	
Electricity Usage	
Heat / Fuel Usage	
TV Licence	
Waste Charges	
Water Charges	
Telephone / Other Utilities	
Other Important Items 1	
Other Important Items 2	
Life Insurance / Pension	
Transport Costs	
Educational Costs	
Childcare	
Savings	
Clothing / Footwear	
Medical Costs	
Repairs & Maintenance	
Other	
Total Expenditure Box B	

Net Income Calculation	**Euro**
Income	
Expenditure	
Available Income for all debts A -	

Priority Payments /Liabilities	**Arrears**	**Payment**
Mortgage Arrears		
Electricity Arrears		
Fuel / Heating Arrears		
Loans secured on House		
Other secured Loans		
Instalment Orders		
Court Fines		
Family Maintenance		
Hire Purchase for Car		
Other Priority Payments/Liabilities		
Total Box C		
Available Income for Secondary Debts A - B - C		

Secondary Debts		**Balance Owed**	**Payment Offered**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
	Total		

To the best of my / our knowledge this is an accurate record of my / our financial situation at the above date

Signed: _____ Date: _____

Appendix B

Under the Credit Reporting Act 2013, lenders (including banks, non-bank lenders, credit unions and other credit providers) must report on all loans above €500 to the CCR. From June 2017, lenders have reported on mortgages, credit cards, overdrafts and personal loans. Lenders have also started reporting on other credit products including business loans, hire purchase, personal contract plans and asset finance.

If a restructure of a loan is agreed between a customer and their lender as the result of financial distress, this credit event will be reported to, and recorded on, the CCR. As above, a lender is required to report any alternative repayment arrangement, such as restructuring a mortgage, to the CCR.

Data is kept on the CCR for up to five years. For a loan where all payments have been made, or the loan has been closed off by the lender, a lender will see only the final two years of payment information.

More information on the CCR and credit reports is available at www.centralcreditregister.ie. This website also has a page that you visit to request your credit report - www.centralcreditregister.ie/borrower-area/submit-a-request/

The following member institutions of Banking & Payments Federation Ireland (BPFI) subscribe to the BPFI/MABS Operational Protocol: Working Together to Help Customers/Clients in Financial Difficulty – which is effective from 5th January 2015. [updated April 2023] [Updated Sept 2026]

- Allied Irish Banks plc
- Avantcard DAC trading as Avant Money
- EBS d.a.c.
- permanent tsb Group Holdings plc
- Bank of Ireland