

Our Ref:  
Your Ref:

## Conditional Assignment Form

This Conditional Assignment is made the .....day of .....between..... hereinafter referred to as 'the Claimant') and the Motor Insurers' Bureau, whose registered office is at Linford Wood House, 6/12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT (hereinafter referred to as MIB).

### WHEREAS

- (a) an accident occurred on about.....at or near..... (hereinafter referred to as "the accident").
- (b) the Claimant establishes that he or she has suffered damage to property and/or bodily injury caused by or arising out of the accident (hereinafter referred to as "the damage to property and/or bodily injury"), brief details of which are set out in the claim form.
- (c) MIB's investigations establish that:
  - (i) the person(s) named by you in the claim form as the driver you considered responsible (hereinafter referred to as the Defendant) is liable to the Claimant in respect of the damage to property and/or bodily injury,
  - (ii) the liability is a relevant liability as defined in paragraph 6 below,
  - (iii) there is no insurer (or no insurer whose identity can be ascertained) who is obliged to indemnify the Claimant in respect of this liability
  - (iv) Under the provisions of the Motor Insurers' Bureau (Compensation of Victims of Uninsured Drivers) Agreement 1999 (hereinafter referred to as "the Agreement") MIB will become liable to satisfy a judgment obtained against the Defendant

IT IS AGREED AS FOLLOWS:

### PAYMENT

1. The Claimant will accept a payment to be agreed or ordered (after deduction of any applicable excess). Save as provided in paragraph 5 hereof this payment will be made and accepted in full and final satisfaction of all claims whatsoever which the Claimant may have or acquire against MIB in respect of the damage to property and/or bodily injury caused by or arising out of the accident and any obligation to satisfy any judgment obtained in respect thereof.

Insofar as the payment received is an interim payment on account, this assignment shall only operate as fully effective either once the full and final settlement/award is agreed/ordered or the claim is not pursued further such that the interim payment stands as the final award.



## **ASSIGNMENT**

- 2.1 Subject to receipt of the aforementioned payment in full and final settlement, this assignment ceases to be conditional and becomes fully effective such that the Claimant assigns to the MIB absolutely, all rights of action (other than in contract) of the Claimant against the Defendant, or any other person who may be discovered to have a liability, in respect of the damage to property and/or bodily injury caused by or arising out of the accident.
- 2.2 Accordingly the MIB shall be free, but not obliged to make claims and take legal proceedings in its own name against the Defendant or other persons referred to in 2.1 above. The costs of such claims or legal proceedings shall be borne by the MIB.

**The following provisions operate only after settlement is made in full and final settlement and the assignment is fully effective**

## **CONSENT TO MAKE CLAIMS AND TAKE PROCEEDINGS IN THE NAME OF THE CLAIMANT**

- 3.1 Additionally the Claimant irrevocably agrees to permit the MIB to make claims and take or continue legal proceedings in the name of the Claimant. Subject to paragraph 5 hereof the benefit of such proceedings shall be the property of the MIB absolutely.
- 3.2 The costs of such claims and legal proceedings shall be borne by the MIB and the MIB agrees to indemnify the Claimant against any and all orders for costs which may be made against the Claimant.

## **INFORMATION AND ASSISTANCE**

- 4.1 The Claimant undertakes to give the MIB or its agents all information and assistance in his/her power, to enable the MIB to make any claim or prosecute any proceedings as referred to in paragraphs 2 and 3 above.
- 4.2 Without prejudice to the generality of the foregoing the Claimant undertakes to make available to the MIB or its agents all witness statements, expert reports and other evidence in whatever form in his/her possession or power or in the possession or power of his/her solicitors or other agents (upon the MIB undertaking to pay the reasonable costs of such solicitors or other agents in supplying such information) which may enable or facilitate the MIB to make any such claim or to prosecute any such proceedings.
- 4.3 The Claimant further undertakes, if so requested by the MIB or its agents to provide a witness statement setting out any relevant evidence, submit for medical examination, co-operate in the preparation of any medical or other expert report, and give evidence in legal proceedings (upon the MIB undertaking to pay the reasonable expenses incurred in so doing).
- 4.4 If without reasonable excuse the Claimant shall fail to fulfil the obligations set out in subparagraphs 4.1, 4.2 and 4.3 hereof, the sum referred to in paragraph 1 hereof (including any proceeds thereof) shall revert to the MIB and the Claimant will repay that sum to the MIB.
- 4.5 If any dispute or difference shall arise between the Claimant and the MIB as to whether the Claimant has fulfilled the obligations set out in paragraphs 4.1, 4.2 or 4.3 hereof or as to whether the Claimant has failed to do so without reasonable excuse such dispute shall be referred to the Secretary of State as set out in Clause 19 of the Agreement.



**RECOVERIES**

- 5. If the MIB is successful in recovering any sum or sums from the Uninsured Driver and/or other persons referred to in Paragraph 2.1 or 3.1 above then if and insofar as the same exceeds the sum paid to the Claimant (after deducting all costs and expenses incurred by the MIB or its agents in effecting such recovery) the MIB will pay to the Claimant a sum equal to the balance of such excess up to but not exceeding the applicable excess referred to in paragraph 1 above.

**DEFINITIONS**

- 6. In this Assignment and Agreement-

“contract of insurance” means a policy of insurance or a security;

“insurer” includes the giver of a security;

“relevant liability” means a liability in respect of which a policy of insurance must insure a person in order to comply with Part VI of the Road Traffic Act 1988;

“accident” includes two or more causally related accidents.

Signed.....(Claimant)

