

THIS SUPPLEMENTARY AGREEMENT (“this Agreement”) is made the 6th day of July 2011 between the **DEPARTMENT OF THE ENVIRONMENT (“THE DEPARTMENT”)** and the **MOTOR INSURERS’ BUREAU (“MIB”)** whose current registered office is Linford Wood House, 6 - 12 Capital Drive, Linford Wood, Milton Keynes MK14 6XT.

IT IS HEREBY AGREED AS FOLLOWS:-

1. This Agreement is supplementary to the Untraced Drivers' Agreement between the Department and MIB dated 1st June 2004 ("the 2004 Agreement") as amended by the Supplementary Untraced Drivers' Agreement between the Department and MIB dated 15th January 2009 ("the Supplementary Agreement").

2. This Agreement shall come into force on the 11th day of July 2011 and applies to accidents occurring on or after that date. From that time onwards the 2004 Agreement (as amended by the Supplementary Agreement) shall continue to apply in all respects save as provided for by the amendments set out in clause 3 below.

3. The 2004 Agreement (as amended by the Supplementary Agreement) shall be further amended as follows:-

(a) In clause 1(1), after the definition of “relevant proceedings”, insert the following:-

“ “significant personal injury” means bodily injury resulting in death or for which 4 days or more of consecutive in-patient treatment was given in hospital, the treatment commencing within 30 days of the accident (evidence of such inpatient treatment will, in most cases, be a certificate of health services charges obtained from the Compensation Recovery Unit in accordance with the Health and Personal Social Services Act (Northern Ireland) 2001);”

(b) In clause 1(1), after the definition of “specified excess”, insert the following:-

“ “specified property damage cap” means £1 million or such other sum as may from time to time be agreed in writing between the Department and MIB;”

(c) Clauses 4(3)(b), (c) and (d) of the 2004 Agreement as amended by clause 4(c) of the Supplementary Agreement shall revert and become clauses 4(3)(c), (d) and (e) respectively. Notwithstanding clause 2 above, this amendment shall have retrospective effect and shall apply to accidents occurring after midnight on 1st February 2009.

(d) Clause 5(1)(a) is replaced with the following wording:

“(a) where the applicant makes a claim for compensation in respect of damage to property caused by or arising out of the use of an unidentified vehicle unless-

- (i) a claim for significant personal injury has been paid by MIB in respect of the same event, whether to the applicant or any other individual applicant; and
- (ii) the loss incurred in respect of damage to property exceeds the specified excess;”

(e) The wording of clause 5(3) is omitted (but notwithstanding this, the numbering of the subsequent clauses remains unchanged).

(f) Clause 8(3) is replaced with the following wording:-

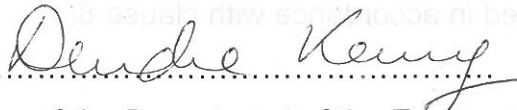
“(3) Where an application includes a claim in respect of damage to property, MIB’s liability in respect of that claim shall be limited in accordance with the following rules-

- (a) subject to paragraphs (b) and (c), MIB's liability to an individual applicant shall be the amount of the award calculated in accordance with clause 8(1);
- (b) subject to paragraph (c), in any case in which damage to property is being claimed as a result of, or arising out of, the use of an unidentified vehicle, MIB's liability to an individual applicant shall, subject to Clause 5(1)(a), be the amount of the award calculated in accordance with clause 8(1), less the specified excess;
- (c) in all cases, where MIB's total liability in respect of all property damage claims made in respect of any one event would otherwise exceed the specified property damage cap, MIB's total liability in respect of all such claims is limited to a sum equal to the specified property damage cap, less a sum equal to the specified excess multiplied by the number of applicants who have incurred loss due to property damage and whose claims are subject to the excess under (b) above."

In witness whereof the Department has caused its Official Seal to be hereunto affixed and the Motor Insurers' Bureau has caused its Common Seal to be hereunto affixed the day and year first written above.

THE OFFICIAL SEAL of THE DEPARTMENT OF THE ENVIRONMENT

hereunto affixed and authenticated by:

..... 

A senior officer of the Department of the Environment

Print Name: DEIRDRE KENNY


Date: 6th July 2011

THE COMMON SEAL of THE MOTOR INSURERS' BUREAU was hereunto

affixed in the presence of:

(1)..... 

Director of the Board of Management

(2)..... 

Secretary

Print Names: (1) ASHTON WEST

(2) MOHAMMED HEMANI

Date: 6th July 2011