

Conditional Assignment Form

Our ref:

Your ref:

This Conditional Assignment is made on theday of20.....between.....of.....(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 onat or near.....(hereinafter referred to as "the accident").
- (b) if 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) if 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, and
 - (ii) the liability is a relevant liability as defined in paragraph 5 below,
- (d) Under the provisions of the applicable MIB Uninsured Drivers' Agreement, MIB will become liable to meet a judgment obtained against the Defendant, which is not satisfied.

IT IS AGREED AS FOLLOWS:

PAYMENT

1. The Claimant will accept a payment to be agreed or ordered (after deduction of any applicable excess) (hereinafter referred to as "the compensation"). Save as provided in paragraph 4 hereof the compensation will be paid 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 and any obligation to satisfy any judgment obtained in respect thereof.

If MIB make an interim payment on account in respect of the compensation, 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 compensation, this assignment ceases to be conditional and becomes fully effective such that the Claimant assigns to MIB absolutely, all rights of recovery from the Defendant, or any other person who may be discovered to have a liability, in respect of the compensation and any legal costs paid by MIB to the Claimant or his or her legal representatives.
- 2.2 Accordingly, MIB shall be free, but not obliged, to make claims and take legal proceedings in its own name against the Defendant or any other person referred to in paragraph 2.1 above. The costs of such claims or legal proceedings shall be borne by MIB.

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

INFORMATION AND ASSISTANCE

- 3.1 The Claimant will give MIB or its agents all reasonable 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 above.
- 3.2 Without prejudice to the generality of the foregoing, the Claimant will, on prior written notice, make available to MIB or its agents relevant 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 which may enable or facilitate MIB to make any such claim or to prosecute any such proceedings as the MIB may reasonably request.

RECOVERIES

- 4 If MIB is successful in recovering any sum or sums from the Defendant and/or any other persons as referred to in Paragraph 2.1 above, and, if the amount recovered (excluding any legal costs) exceeds the compensation, MIB will account to the Claimant in respect of the difference between such recovery and the compensation.

DEFINITIONS

5 In this Assignment and Agreement-

“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) Dated