

THIS SUPPLEMENTARY AGREEMENT (“this Agreement”) is made the 8 day of July 2015 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 first Supplementary Agreement") and the Supplementary Untraced Drivers' Agreement between the Department and MIB dated 6th July 2011 ("the second Supplementary Agreement").

2. This Agreement shall come into force on the 17 day of July 2015 and applies to accidents occurring on or after that date. From that time onwards the 2004 Agreement (as amended by the first and second Supplementary Agreements) 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 first and second Supplementary Agreements) shall be further amended as follows:-

(a) Clause 4(3)(a) is replaced with the following wording:

“(a) the application must have been made within the time limits provided for the victims of traced drivers bringing actions in tort by the Limitation (Northern Ireland) Order 1989;”

(b) At the end of clause 4(3), insert a new clause 4(3)(f) as follows:

“(f) In the case of a claim for compensation for damage to property (whether or not death or bodily injury has also arisen from the same event), the applicant must produce satisfactory evidence both of the fact of the damage, as well as the cost of repair or replacement. Save in a rare and exceptional case, satisfactory evidence must include:

(i) in the case of property which has been repaired, a detailed invoice relating to that repair and objective proof of payment for the repair;

(ii) in the case of property not falling into sub-paragraph (i):

(a) a report from a suitably qualified expert describing the damage caused to the property and setting out the cost of repair or replacement, or

(b) making the property available to MIB to inspect whilst in its damaged condition.”

(c) Clause 21(3) is replaced with the following wording:

“The Department shall, upon the making of an application for the appointment of an arbitrator to hear the appeal, appoint the first available member, by rotation, of a panel of barristers or solicitors of at least 15 years post qualification experience appointed for the purpose of determining appeals under this Agreement by the Lord Chief Justice of Northern Ireland and shall forthwith notify the applicant and MIB of the appointment.”

(d) Clause 28(5) is replaced with the following wording:

“The Department shall, upon receiving the application for the appointment of an arbitrator to hear the appeal, appoint the first available member, by rotation, of a panel of barristers or solicitors of at least 15 years post qualification experience appointed for the purpose of determining appeals

under this Agreement by the Lord Chief Justice of Northern Ireland and shall forthwith notify the applicant and MIB of the appointment.”

In witness whereof the Department of the Environment has caused his Corporate 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 CORPORATE SEAL of THE DEPARTMENT OF THE ENVIRONMENT hereunto authenticated by:



A senior officer of the Department of the Environment



Print Name: [Redacted]

Date: [Redacted]

THE COMMON SEAL of THE MOTOR INSURERS' BUREAU was hereunto affixed in the presence of:

(1) [Redacted]
Director of the Board of Management

(2) [Redacted]
Secretary

Print Names: (1) [Redacted]

(2) [Redacted]

Date: [Redacted]