

**THIS SUPPLEMENTARY AGREEMENT (“This Agreement”)** is made the Third day of July 2015 **between** the **SECRETARY OF STATE FOR TRANSPORT**, (the **“Secretary of State”**); and the **MOTOR INSURERS’ BUREAU (“MIB”)**, whose 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 dated 7th February 2003 (“the 2003 Agreement”) as amended by the Supplementary Untraced Drivers’ Agreements dated 30th December 2008, 15th April 2011, 30th April 2013 and 8th June 2015 (“the Supplementary Agreements”).
2. This Agreement shall come into force on the 1st day of August 2015 and applies to accidents occurring on or after that date. From that time onwards, the 2003 Agreement (as amended by the Supplementary Agreements) shall continue to apply in all respects save as provided for by the amendments set out below.
3. In Clause 5(1)(c) “or” at the end of sub-paragraph (ii) and the whole of sub-paragraphs (iii) and (iv) are omitted.
4. Clause 5(1)(e) is replaced with the following wording:-
  - “(e) (i) subject to sub-paragraphs (ii) and (iii), where the applicant has received, or is entitled to receive or demand, payment or indemnity from any other person (including an insurer);
  - (ii) sub-paragraph (i) does not apply:
    - a) when the other person is the Criminal Injuries Compensation Authority or its successor;
    - b) when the other person is an identified person for the purposes of clauses 13 to 15 or an insurer of, or a person who has given a security on behalf of, such a person; or
    - c) in respect of the applicant’s legal costs pursuant to clauses 10, 23, 24, 28 and the Schedule;
  - (iii) an entitlement to receive or demand payment or indemnity in sub-paragraph (i) extends to where the insurer, under a contract of insurance or any other insurance, regardless of when such insurance was incepted, does not make the payment or provide the indemnity

because the applicant:

- a) has not made or does not make a claim under that insurance;
  - b) has made or does make a claim under that insurance but not within its stipulated timeframe; or
  - c) has incurred a liability to any other person where that liability could have been avoided by making a claim under and in accordance with the provisions of that insurance.”
5. Clause 5(1)(g) and the whole of Clause 6 are omitted (with no consequential renumbering of subsequent provisions).
  6. Clause 5(4)(c) is omitted (but the numbering of the subsequent provisions remains unchanged).
  7. This Agreement may be executed in two counterparts with the same effect as if both parties execute a single document.

**This Agreement has been executed as a deed and is delivered and made on the date stated at the beginning of it.**



The corporate seal of the  
**SECRETARY OF STATE FOR**  
**TRANSPORT** was affixed here

Authenticated by authority of the  
Secretary of State

.....

Print name: .....

The common seal of the **MOTOR**  
**INSURERS' BUREAU** was affixed  
here in the presence of:

(1) .....  
Director of the Board of Management

(2) .....  
Secretary

Print names:

(1) .....

(2) .....