

THIS SUPPLEMENTARY AGREEMENT (“this Agreement”) is made the 30th day of April 2013 between the **SECRETARY OF STATE FOR TRANSPORT (“THE SECRETARY OF STATE”)** 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 Secretary of State and MIB dated 7th February 2003 ("the 2003 Agreement") as amended by the Supplementary Untraced Drivers' Agreement between the Secretary of State and MIB dated 30th December 2008 ("the first Supplementary Agreement") and the Supplementary Untraced Drivers' Agreement between the Secretary of State and MIB dated 15th April 2011 ("the second Supplementary Agreement").

2. This Agreement shall come into force on the 1st day of May 2013 and applies to accidents occurring on or after that date. From that time onwards the 2003 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 2003 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 Act 1980 (with regard to England and Wales) or the Prescription and Limitation (Scotland) Act 1973 (with regard to Scotland);”

(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.”

In witness whereof the Secretary of State 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 SECRETARY OF STATE FOR
TRANSPORT hereunto authenticated by:

J. Matthew
.....
Authorised by the Secretary of State

Print Name: *JESSICA MATTHEW*
DEPUTY DIRECTOR, DFT
Date: *1st May 2013*
.....



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

(1) *[Signature]*
.....
Director of the Board of Management

(2) *A. Downing*
.....
Secretary

Print Names: (1) *ASHTON WEST*
.....

(2) *ANDREW DOWNING*
.....

Date: *30-04-2013*
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