

Correlation Table

Agreement dated 13 August 1999	Agreement dated 3 July 2015
<u>Clause 1 - General definitions</u>	<u>Clause 1 - Interpretation and definitions</u>
<u>Clause 2 - Meaning of references</u>	<u>Clause 1 - Interpretation and definitions</u>
2 (1) - Interpretation Act applies	1 (1) - Interpretation Act applies
2 (2) & (3) - Happening of events	Excluded as covered by Interpretation Act
2 (4) - Numbering of paragraphs	Excluded as covered by Interpretation Act
2 (5) (a) & (b) - The claimant acting through a solicitor	1 (2) - The claimant acting through a solicitor
<u>Clause 3 - Claimants not of full age or capacity</u>	Excluded as being unnecessary
<u>Clause 4 - Duration of Agreement</u>	<u>Clause 2 - Duration of Agreement</u>
<u>Clause 5 - MIB's obligation to satisfy compensation claims</u>	<u>Clause 3 - MIB's obligation to satisfy claims</u>
<u>Clause 6 - Exceptions to Agreement</u>	<u>Clauses 4 to 10 (inclusive) - Exceptions to Agreement</u>
6 (1) (a) - Crown Vehicles	4 - Crown Vehicles
6 (1) (b) - Vehicles exempt from insurance requirement under Section 144	5 - Other vehicles exempt from insurance obligation
6 (1) (c) - Other sources of recovery	6 - Other sources of recovery
6 (1) (d) - Property damage exclusion for knowledge of lack of insurance	7 - Vehicle damage
Not included	7 (2) (a) - Deceased's knowledge counts, not dependant's knowledge
Not included	7 (2) (b) - Voluntary intoxication does not excuse knowledge

Agreement dated 13 August 1999	Agreement dated 3 July 2015
6 (1) (e)(i) & (ii) - Passenger knowledge exclusions	8 (1) - Passenger claims
6 (1) (e)(iii) & (iv) - Further passenger knowledge exclusions	Excluded following Delaney v Secretary of State
6 (2) Liability of owner, keeper or user	8 (2) - Liability of owner, keeper or user
6 (3) (a)-(c) - burden of proof shifts	8 (3) (a)-(c) - burden of proof shifts
6 (3) (d) – burden of proof shifts where claimant knew no clear link of user to vehicle	Excluded as being too difficult to operate in practice
6 (4) - Voluntary intoxication does not excuse knowledge	8 (5) (b) - Voluntary intoxication does not excuse knowledge
6 (5) (a) - Assumption relating to crown vehicles	4 (2) - Assumption relating to Crown vehicles
6 (5) (b) - ‘Passenger’ definition	8 (5) (a) - ‘Passenger’ definition
6 (5) (c) - ‘Owner’ definition	8 (5) (c) - ‘Owner’ definition
Not included	8 (4) - deceased’s knowledge counts, not dependant’s knowledge
Not included	9 - Terrorism exclusion
Not included	10 - Insurer’s recovery from its insured
Clauses 7 to 15 – Conditions precedent to MIB’s obligation	Clauses 12 to 15 - Preconditions to MIB’s obligation
7 (1) & (2) - Form of application	12 (1) & (2) - Form of Claim and supply of information and/or documentation
8 - Service of Notices	Excluded - CPR covers allowable means of service
9 (1) (a) Notice of Proceedings to MIB	Excluded - unnecessary due to mandatory joinder under 13 (1)

Agreement dated 13 August 1999	Agreement dated 3 July 2015
9 (1) (b) Notice of Proceedings to insurer	13 (2) Notice of Proceedings to insurer
9 (2) (a) to (g) Requirements for Notice	Excluded - unnecessary due to mandatory joinder under 13 (1) and provision of information under 12 (2)
9 (3) - Service of Particulars of Claim	Excluded - unnecessary due to mandatory joinder under 13 (1) and provision of documents under 13 (2) (d)
10 - Notice of Service of Proceedings	Excluded - unnecessary due to mandatory joinder under 13 (1) and provision of information and documents under 12 (2) and 13 (2) (d)
11 - Further information and documents	Excluded - unnecessary due to mandatory joinder under 13 (1) and provision of information and documents under 12 (2) and 13 (2) (d)
12 - Notice of Intention to apply for judgment	Excluded - unnecessary due to mandatory joinder under 13 (1)
13 - Section 154 of the 1988 Act	Excluded - unnecessary as a precondition to MIB liability
14 (a) - Prosecution of proceedings	14 (1) (a) - Prosecution of proceedings - pursuing others to judgment
Not included	14 (1) (b) - Prosecution of proceedings - MIB to control/direct steps taken
14 (b) - Joinder of MIB	13 (2) (c) - Covers joinder in insurer cases; otherwise 13 (1) requires MIB joinder ab initio
15 (a) - Assignment of Judgment	15 (a) - Assignment of Judgment
Not included	15 (b) - Assignment of benefit of settlement
15 (b) (i) - Undertaking to repay where judgment set aside	15 (c) (i) - Undertaking to repay where judgment set aside

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<p>15 (b) (ii) - Undertaking to repay amounts paid by others</p> <p><u>Clauses 16 and 17 - Limitations on MIB's liability</u></p> <p>16 - Compensation for damage to property (Property damage limit was amended by Supplementary Uninsured Agreement dated 7 November 2008 providing for limit of £1m and excess deletion)</p> <p>Not included</p> <p>17 - Compensation from other sources</p> <p><u>Clauses 18 to 23 - Miscellaneous Provisions</u></p> <p>18 - Notification of decisions by MIB</p> <p>19 (1) - Reference of disputes to the Secretary of State (disputes arising under 7 (2) (c), 9 (2) (g), 11 (2) & 14 (a))</p> <p>19 (2) - Procedure for referral of disputes by MIB or claimant</p> <p>20 - Recoveries</p> <p>21 - Apportionment of damages, etc</p> <p>22 - Agents - MIB acting through agents</p> <p>23 (1) - Transitional provisions (1988 Agreement continuing in force)</p> <p>23 (2) - Transitional arrangements in respect of reasoned reply</p>	<p>15 (c) (ii) - Undertaking to repay amounts paid by others, save for CICA</p> <p><u>Clause 11 - Limitations on MIB's obligation</u></p> <p>11 (1) and (3) - Compensation for damage to property (Property damage limit of £1m and excess deletion)</p> <p>11 (2) - Process for determining when property damage limit of £1m reached</p> <p>6 - Other sources of recovery</p> <p><u>Clauses 16 to 18 - Miscellaneous Provisions</u></p> <p>16 - Notification of decisions by MIB</p> <p>17 (1) - Reference of disputes to an arbitrator (rather than to the Secretary of State) (disputes arising under 12 & 14)</p> <p>17 (2) to (4) - Procedure for referral of disputes only by MIB</p> <p>Excluded - not considered necessary</p> <p>18 (1) & (2) - Apportionment of damages, etc</p> <p>1 (3) - MIB acting through agents</p> <p>2 (2) - Transitional provisions (1999 Agreement continuing in force)</p> <p>Excluded - covered by 16</p>