

## Correlation Table

Agreement dated 7 <sup>th</sup> February 2003	This Agreement dated 28 February 2017
<p><u>Clause 1 - General interpretation</u></p> <p>1 (1) - Definitions</p> <p>1 (2) - Interpretation Act applies</p> <p>1 (3) - Happening of events</p> <p>1 (4) - Bank holidays etc</p> <p>1 (5) - Numbering of paragraphs</p> <p>1 (6) (a) - The applicant acting through a solicitor</p> <p>1 (6) (b) &amp; 30 - MIB may act through solicitors/agents</p> <p><u>Clause 2 - Applicants representatives</u></p> <p><u>Clause 3 - Duration of Agreement</u></p> <p><u>Clause 4 - Scope of Agreement</u></p> <p>4 (1) (a) - Must arise from use of vehicle in Great Britain</p> <p>Not included</p> <p>4 (1) (b) - Applies to accidents on or after 14 February 2003</p> <p>4 (1) (c) - Must be a risk which has to be compulsorily covered</p> <p>4 (1) (d) - Must involve liable unidentified person</p>	<p><u>Clause 1 - Interpretation and definitions</u></p> <p>1 (5) - Definitions</p> <p>1 (1) - Interpretation Act applies</p> <p>1 (4) - Happening of events</p> <p>Excluded as covered by Interpretation Act</p> <p>Excluded - thought to be self-evident</p> <p>1 (2) - The claimant acting through a solicitor</p> <p>1 (3) - MIB may act through solicitors/agents</p> <p><u>Excluded as being unnecessary</u></p> <p><u>Clause 2 - Duration of Agreement</u></p> <p><u>Clause 3 - Scope of Agreement</u></p> <p>3 (1) (a) &amp; 3 (2) - Must arise from use of vehicle in Great Britain to include use of trailer as a vehicle</p> <p>3 (3) - 'motor vehicle', 'road' &amp; 'other public place' given meanings as per 1988 Act</p> <p>2 (1) - Applies to accidents on or after the 01 March 2017</p> <p>3 (1) (b) - Must be a risk which has to be compulsorily covered</p> <p>3 (1) (c) - Must involve liable unidentified person</p>

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4 (1) (e) - Must make application in writing	10 (2) - Must complete MIB's claim form
<p>4 (2) - Who can sign the MIB application</p> <p>4 (3) (a) &amp; (b) - Replaced by Supplementary Agreements dated 30 December 2008 &amp; 30 April 2013 - limitation to follow Limitation Acts</p> <p>4 (3) (c) - Requirement to report to police</p> <p>4 (3)(d) - Police reporting requirement</p> <p>4 (3) (e) - Evidence of reporting to police and co-operation with the police</p> <p>Not originally included in 2003 Agreement, but brought in by Supplementary Agreement dated 30 April 2013 as clause 4 (3) (f)</p> <p>4 (4) - Can have separate applications for injury and damage to property</p>	<p>10 (1) &amp; 1 (5) - Who can sign MIB claim form including definition of 'authorised person'</p> <p>3 (1) (d) - Limitation to follow Limitation Acts</p> <p>10 (4) (b) - Requirement to report to police where reasonably requested by MIB</p> <p>Removed</p> <p>10 (4) (b) - Requirement to co-operate with police.</p> <p>10 (5) - Evidence required for property damage claim</p> <p>Not considered necessary;</p>
<p><u>Clause 5 - Exclusions from Agreement</u></p> <p>5 (1) (a) - Replaced by Supplementary Agreement dated 15 April 2011 - property damage claim with unidentified vehicle only where significant personal injury, subject to specified excess</p> <p>5 (1) (b) - Crown Vehicles</p> <p>Not included</p> <p>5 (1) (c) (i) &amp; (ii) - Passenger knowledge exclusions (theft and lack of insurance)</p> <p>Not included</p>	<p><u>Clauses 4 to 9 (inclusive) - Exceptions to Agreement</u></p> <p>7 (1) &amp; (2) - Property damage claim with unidentified vehicle only where significant personal injury, subject to specified excess</p> <p>4 - Crown vehicles</p> <p>5 - Other vehicles exempt from insurance obligation under Section 144 of 1988 Act</p> <p>8 (1) (a) &amp; (b) - Passenger knowledge exclusions (theft and lack of insurance)</p> <p>8 (4) - Deceased's knowledge counts, not dependant's knowledge</p>

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5 (1) (c) (iii) & (iv) - Removed by Supplementary Agreement dated 01 August 2015	Similarly omitted
Not included	8 (2) - Restricts definition of liable party
Not included	8 (4) - Deceased's knowledge counts, not dependant's knowledge
5 (1) (d) & 5 (4) (e) - Terrorism exclusion	Excluded as not adding to requirements of 1988 Act and not strictly permitted by Directive 2009/103/EC
5 (1) (e) - Subrogation/subsidiarity - see clause 6 below	Dealt with in clause 6 - see below
5 (1) (f) - Vehicle damage exclusion for knowledge of lack of insurance	Excluded as not strictly permitted by Directive 2009/103/EC
Not included	8 (4) - Deceased's knowledge counts, not dependant's knowledge
Not included	8 (2) & (5) (c) - Liability is incurred by owner, registered keeper or user of vehicle in which claimant a passenger
5 (1) (g) - See clause 6 below	Dealt with in clause 6 below
5 (2) (a), (b) & (c) - Burden of proof shifts	8 (3) (a), (b) & (c) - Burden of proof shifts
5 (2) (d) - Burden of proof shifts where applicant knew no clear link of user to vehicle	Excluded as being too difficult to operate in practice
5 (3) - Removed by Supplementary Agreement dated 15 April 2011	Similarly omitted
5 (4) (a) - 'Passenger' definition	8 (5) (a) - 'Passenger' definition
5 (4) (b) - Passenger voluntary intoxication does not excuse knowledge	8 (5) (b) - Passenger voluntary intoxication does not excuse knowledge
5 (4) (c) - Removed by Supplementary Agreement dated 01 August 2015	Similarly omitted.
5 (4) (d) - Definition of 'responsible vehicle'	Omitted - Not considered necessary

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<p>5 (4) (f) - Definition of 'dependant'</p> <p><u>Limitation on application of Agreement</u></p> <p>6 , 5 (1) (e) &amp; (g) - Other sources of recovery - Replaced by Supplementary Agreement dated 3 July 2015 as clause 5 (1) (e)</p> <p><u>MIB's obligations to investigate claims and determine amount of award</u></p> <p>7 (1) to (5) - MIB's obligation to investigate claim - what MIB must do depending upon its determination in terms of no award, full or interim award</p> <p>7 (6) - Award only if unidentified person would have been liable</p> <p>7 (7) - MIB need not specify proportions between compensation, interest and costs</p> <p><u>Compensation</u></p> <p>8 (1) - MIB to pay compensation as a court would assess it</p> <p>Not included</p> <p>8 (2) - Deduction of wages paid by employer</p> <p>8 (3) - Replaced by Supplementary Agreement dated 15 April 2011- Limitation on property damage claims</p>	<p>8 (4) (a) &amp; (b) - Definition of 'dependant' &amp; 'relative'</p> <p><u>Limitation on application of Agreement</u></p> <p>6 - Other sources of recovery</p> <p><u>MIB's obligation to investigate claims and reach a determination</u></p> <p>12 (1) to (5) - MIB's obligation to investigate claims and reach a determination - what MIB must do depending upon its determination of no award, full award or liability award (% applicable) with or without interim payment</p> <p>11 (1) - Award or interim payment only if unidentified person would have been liable, this to be determined as a court would determine it</p> <p>Not considered necessary</p> <p><u>Compensation and interest</u></p> <p>11 (3) - MIB to pay compensation as a court would assess it</p> <p>11 (2) - Specifies more variety of decision making available to MIB including liability, quantum and interim payment/provisional damages/periodical payment options as would be available to a court</p> <p>Excluded</p> <p>11 (5) - Limitation on property damage claims</p>

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8 (4) - MIB not liable to authorities for abandoned vehicle charges	9 - MIB not liable to authorities for abandoned vehicle charges
<p><u>Interest</u></p> <p>9 - MIB's liability for interest - trigger points</p> <p><u>Contribution towards legal costs</u></p> <p>10 (1) - Contribution towards legal costs</p> <p>10 (2) - Contribution only payable where advice received</p> <p>See clause 10 and the Schedule for full provisions</p> <p><u>Conditions precedent to MIB's obligations</u></p> <p>11 (1) - Need for applicant to provide application form, statements, information and assistance</p> <p>11 (2) - Need for applicant to provide written authority to enable MIB to investigate fully</p> <p>11 (3) - Need for statutory declaration</p> <p>11 (4) (a) &amp; 11 (5) - Requirement to pursue others with indemnity as to reasonable costs incurred thereby</p> <p>11 (4) (b) - MIB to pay transcript cost</p> <p>11 (4) (c) - Assignment of judgment</p> <p>11 (4) (d) - Assignment of rights against others on settlement</p>	<p><u>Compensation and Interest</u></p> <p>11 (4) - MIB's liability for interest - trigger points</p> <p><u>Contribution towards legal costs (Dealt with in Part 4 at clause 21)</u></p> <p>21 (1) - Contribution towards legal costs</p> <p>21 (4) - Contribution only payable where advice received</p> <p>See clause 21 for full provisions, including new fee scale and ability to seek a higher contribution in exceptionally complex cases</p> <p><u>Preconditions to MIB's obligation to investigate and determine outcome of claims</u></p> <p>10 (2), (3) and (4)(a) - Need for claimant to provide completed claim form, documents, statements and information and general requirement to cooperate</p> <p>10 (3) - Need for claimant to provide written authority to access relevant documentation to enable MIB to investigate fully.</p> <p>Excluded as being unnecessary</p> <p>10 (6) - Requirement to pursue others with indemnity as to reasonable costs incurred thereby</p> <p>Excluded as not necessary</p> <p>10 (7) - Assignment of judgment</p> <p>Excluded as being unnecessary</p>

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11 (6) - Notifying MIB of other proceedings where commenced without MIB's prior request	10 (8) - Notifying MIB of other proceedings where commenced without MIB's prior request
<p><u>Joint and Several Liability</u></p> <p>12 - Definition clause</p> <p>13 &amp; 14 - MIB's liability where wrongdoer is identified (including appeals)</p> <p>15 - Compensation recovered under the Uninsured Drivers' Agreements</p> <p><u>Notification of Decision and Payment of Award</u></p> <p>16 - What MIB has to notify to the applicant</p> <p>17 - Acceptance of decision and payment of award</p> <p><u>Appeals against MIB's Decision</u></p> <p>18 - Right of appeal</p> <p>19 - Notice of appeal requirements and time table</p> <p>Not included</p> <p>Not included</p> <p>20 - Procedure following notice of appeal</p> <p>20 (2) - MIB may ask for lower award</p> <p>21 - Appointment of arbitrator</p> <p>22 - Arbitration procedure</p>	<p><u>Joint and Several Liability (in Part V - Misc Provisions)</u></p> <p>Not considered necessary as separate clause</p> <p>23 - MIB's liability where wrongdoer is identified (including appeals)</p> <p>Not considered necessary because, if an identified person liable, then no liability on MIB as out of scope under 3 (1) (c) (subject to clause 23)</p> <p><u>Procedure (Part 2)</u></p> <p>12 (1) (b), (2), (3), (4) &amp; (5) - What MIB has to notify to the claimant</p> <p>13 - Acceptance of decision and payment of award or interim payment (including periodical payments)</p> <p><u>Appeals and Dispute Resolution (Part 3)</u></p> <p>15 - Right of appeal</p> <p>16 (1) &amp; (2) - Notice of appeal requirements and timetable</p> <p>16 (3) - Possibility of more time for appeal</p> <p>16 (4) - MIB agrees to abide by arbitrator's decision</p> <p>17 - Procedure following notice of appeal</p> <p>Excluded - MIB should stand by its award</p> <p>18 - Appointment of arbitrator</p> <p>19 - Arbitration procedure</p>

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<p>22 (7) - Oral hearing to be in public</p> <p>23 (1) - Decisions open to the arbitrator</p>	<p>19 (12) (a) - Oral hearing to be in private</p> <p>20 (1) - Expanded range of decisions open to the arbitrator</p>
<p>23 (1) (e) - Arbitrator's power to order costs of arbitration proceedings</p> <p>23 (2) - Arbitrator's decision to be in writing</p> <p>23 (3) - Payments by MIB following arbitrator's decision &amp; MIB discharge</p> <p>23 (4) - Arbitrator to have regard to need for oral hearing when considering costs</p> <p>24 (1) - Payment of arbitrator's fee by MIB</p> <p>24 (2) - Arbitrator's power to require reimbursement of fee to MIB</p> <p>24 (3) - MIB's right to deduct fee from amount due</p> <p>24 (4) - Oral hearing maximum costs</p> <p>Not included</p> <p>Not included</p>	<p>20 (1) (d) - Arbitrator's power to order costs of arbitration proceedings strictly in accordance with 22 (4) &amp; (6) - MIB to be allowed arbitration costs where claim of no merit, fundamentally dishonest etc</p> <p>19 (5), (11) &amp; (12) - Arbitrator's decision to be in writing</p> <p>20 (2) - Payments by MIB following arbitrator's decision &amp; MIB discharge</p> <p>For arbitrator's ability to order costs of arbitration proceedings, see clause 22</p> <p>22 (2) - Payment of arbitrator's fee by MIB</p> <p>22 (3) - Arbitrator's power to require reimbursement of fee to MIB</p> <p>22 (7) - MIB's right to deduct fee or costs of arbitration from amount due</p> <p>22 (5) - Oral hearing maximum costs including fixed figures for lower value claims.</p> <p>22 (6) - Arbitrator's power to order claimant pays MIB costs of arbitration proceedings in certain circumstances</p> <p>22 (8) - Arbitrator can only order costs incurred after commencement of arbitration proceedings, but can include costs of preparing notice of appeal - 22 (4)</p>
<p><u><a href="#">Applicants under a Disability</a></u></p> <p>25 - Payment of award to appropriate representative as defined by clause 25 (2)</p>	<p><u><a href="#">Approval of claims from minors and protected parties</a></u></p> <p>14 (1) - Requirement on MIB to seek approval in all cases from an arbitrator</p>

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Not included	14 (2) to (15) - Full procedure for approvals, including appropriate representatives and no additional legal costs payable save for counsel's reasonable fees.
<p><u>Accelerated Procedure</u></p> <p>26 &amp; 27 - accelerated procedure instigation and settlement</p> <p><u>Miscellaneous</u></p> <p>28 - Referral of disputes to arbitrator</p> <p>29 - Service of notices etc by registered or recorded delivery post or fax</p> <p>Not included</p> <p>Not included</p> <p>Not included</p> <p>Not included</p> <p>30 - MIB may act through agents</p> <p>31 - Contracts (Rights of Third Parties) Act 1999</p> <p>32 - Enforcement against MIB</p> <p>33 - Transitional provisions</p>	<p><u>(No separate process necessary)</u></p> <p>Not included - MIB can investigate each claim to the extent it decides is appropriate</p> <p><u>Miscellaneous</u></p> <p>Now one appeal process - see Part 3, clauses 15 to 20 inclusive.</p> <p>24 (1) - Service of notices etc by claimant by recorded delivery post or fax</p> <p>24 (2) - If MIB shown to have received notice, MIB bound even if not served by means permitted by 25(1)</p> <p>24 (3) - MIB to serve its decision under clause 12 or appeal or dispute notices by recorded delivery post or fax</p> <p>24 (4) - Other means permitted where the claimant receives it</p> <p>24 (5) - If MIB cannot make contact with claimant, arbitrator can determine appropriate means of service</p> <p>1 (3) - MIB may act through agents</p> <p>25 - Contracts (Rights of Third Parties) Act 1999 (expressly also to apply to Scotland)</p> <p>26 - Enforcement against MIB</p> <p>2 (2) - 2003 Agreement continues in force in respect of events occurring before this Agreement applies</p>