

Memorandum of Agreement made the
TENTH day of **MARCH** One thousand nine
hundred and fifty - **FIVE** between THE MINISTER FOR
LOCAL GOVERNMENT (hereinafter referred to as "the
Minister") of the one part and THOSE INSURERS GRANTING
COMPULSORY MOTOR VEHICLE INSURANCE IN
IRELAND by or on behalf of whom these presents are signed
(hereinafter referred to as "the Insurers") of the other part

WHEREAS the Insurers are desirous of creating an
Organisation to ensure the satisfaction of claims in respect of any
liability for injury to person which is required to be covered by
the Act

NOW THEREFORE IT IS HEREBY AGREED between
the parties hereto as follows:—

1. (1) THE Insurers engage themselves to form within a
period not exceeding six months an Organisation with the name
of "Motor Insurers' Bureau of Ireland" (which organisation is
hereinafter referred to as the "M.I.B. of I.")

(2) THE Insurers engage themselves to become members
of the M.I.B. of I. and to enter into binding agreements with it
to keep it supplied with all funds necessary to enable it to discharge
its obligations

2. THE Insurers engage themselves to procure the M.I.B. of I.
to enter into a direct agreement with the Minister in a form
approved by the Minister which shall contain provisions to the
following effect:—

(A) That if judgment in respect of any liability for injury
to person which is required to be covered by an approved
policy of insurance under Section 56 of the Act is
obtained against any person or persons in any court
established under the Courts of Justice Act, 1924 (No. 10
of 1924) whether or not such person or persons be in
fact covered by an approved policy of Insurance and
any such judgment is not satisfied in full within 28 days
from the date upon which the person or persons in whose
favour such judgment was given become entitled to
enforce it then the M.I.B. of I. will so far as such
judgment relates to injury to person and subject to the
provisions of these presents pay or cause to be paid
to the person or persons in whose favour such judgment
was given any sum payable or remaining payable there-
under in respect of the aforesaid liability including taxed
costs (or such proportion thereof as is attributable only
to injury to person) or satisfy or cause to be satisfied
such judgment whatever may be the cause of the failure
of the judgment debtor to satisfy the same

Formation of
Central Body.

Satisfaction of
judgments by
M.I.B. of I.

Period of Agreement.

- (B) That the Agreement shall be determinable by the Minister at any time or by the M.I.B. of I. on two years' notice without prejudice to the continued operation of the Agreement in respect of accidents occurring before the date of termination
- (c) That the Agreement shall not apply to any injury to person occurring or arising before the operative date of the Agreement referred to in this Clause.

Recoveries.

3. Nothing in the proposed Agreement between the Minister and the M.I.B. of I. shall prevent vehicle insurers (or any of them) from providing by conditions in their contracts of insurance or by collateral agreements that all sums paid by them on behalf of the M.I.B. of I. or by the M.I.B. of I. by virtue of the proposed Agreement in or towards the discharge of the liability of their Policyholder shall be recoverable by them or by the M.I.B. of I. from the Policyholder or from any other person

Conditions precedent to M.I.B. of I's liability.

4. The following shall be conditions precedent to the M.I.B. of I's liability, *videlicet*:—

(a) that notice of proceedings be given by registered post before commencement of such proceedings:

(i) To the Insurer in any case in which there was in force at the time the accident occurred an approved policy of insurance purporting to cover the driving of the vehicle and the existence of which is known before the commencement of proceedings to the person bringing same;

(ii) To the Motor Insurers' Bureau of Ireland in any other case.

(b) That if so required by the M.I.B. of I. and subject to full indemnity from the M.I.B. of I. as to reasonable costs, the person bringing the proceedings (hereinafter called the Plaintiff) shall have taken or shall take all reasonable steps against any person against whom the Plaintiff might have a remedy in respect of or arising out of the injury or death of the Third Party

Any dispute as to the reasonableness of a requirement by the M.I.B. of I. that any particular step should be taken to obtain judgment against any such person, shall be referred to the Minister whose decision shall be final

Assignment of Judgment.

(c) That the judgment or judgments (including such judgments as may be obtained under paragraph (b) of this Clause) be assigned to the M.I.B. of I. or its nominee

(d) That the Plaintiff shall give credit to the M.I.B. of I. for any amounts paid to him by or on behalf of the defendant in respect of any liability for injury to person or property arising out of the event which occasioned the claim against the M.I.B. of I.

Offers in Satisfaction.

5. When notice of proceedings has been given to the M.I.B. of I. under Clause 4 it shall be competent for the M.I.B. of I. not later than fourteen days after the closing of the pleadings to offer to the plaintiff in full satisfaction of the obligation of the M.I.B. of I. such sum as they consider sufficient in respect of damages together with the equivalent of the taxed costs to date and if in that action the plaintiff is awarded in respect of damages for injury to person apart from injury to property not more than

the sum offered under this Clause (exclusive of the sum for such costs) then in satisfaction of this Agreement the M.I.B. of I. shall not be required to pay more than the total of such damages awarded and the sum offered in respect of costs and shall be entitled to set off any costs incurred by them after the date of the offer

State Vehicles and Exempted Persons.

6. (a) The M.I.B. of I's acceptance of liability under Clause 2 in respect of vehicles the use of which is required to be covered by an approved policy of insurance shall extend to vehicles owned by or in possession of the State or of an "exempted person" as defined in Section 60 of the Act only so long as there is in force an approved policy of insurance purporting to cover the use of the vehicle

(b) For the purpose of this Clause a vehicle which has been unlawfully removed from the possession of the State or from an "exempted person" shall be taken to continue in that possession whilst it is so removed

Guarantors.

7. This agreement shall not apply to a vehicle in respect of which there is in force an approved guarantee issued by a vehicle guarantor as defined in Section 59 of the Act

Visiting Motorists.

8. A claim in respect of which the Irish Visiting Motorists Bureau Ltd. accepts liability under a valid International motor insurance card as defined in Statutory Instrument 383 of 1952 shall be excluded from the operation of this Agreement

9. The Minister undertakes so far as possible to ensure that all Insurers hereafter granting motor vehicle insurance under the Act will be required to join the M.I.B. of I.

Definitions.

10. In this Agreement, "the Act" means the Road Traffic Act, 1933 (No. 11 of 1933):

"injury to person" does not include any injury by way of loss of services of the person injured.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

IN WITNESS whereof the parties hereto have caused these presents to be signed by their duly authorised representatives the day and year first above written.

THE SCHEDULE

Syndicates on whose behalf the Chairman of Lloyd's Committee is authorised to sign.

Acme Motor Policies	(F. Bertram Galer & Others)
Anchor Motor Policies	(R. E. Crawford & Others)
British Standard Motor Policies	(A. Gibson & Others)
Charter Motor Policies	(A. S. Butler & Others)
Eclipse Motor Policies	(W. E. Hargreaves & Others)
Ensign Motor Policies	(H. J. Garthwaite & Others)
Equity Motor Policies	(N. Christopherson & Others)
H. P. Motor Policies	(K. G. Poland & Others)
Kinloch Motor Policies	(H. W. E. Leslie & Others)
Leadenhall Motor Policies	(H. G. Beck & Others)
Lion Motor Policies	(J. W. Wheeler-Bennett & Others)

Paladin Motor Policies
R. B. Motor Policies
R. Gray & Others
Red Star Motor Policies
Renown Motor Policies
Service Motor Policies
Zenith Motor Policies

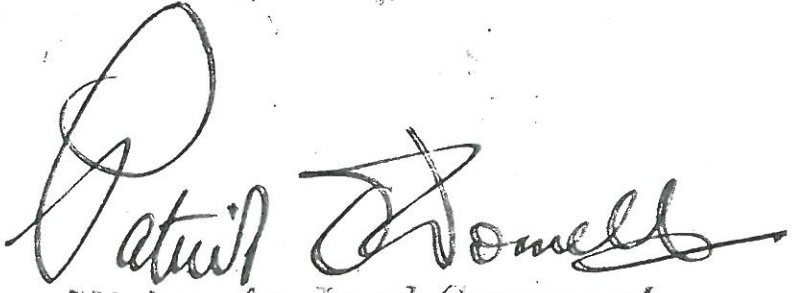
(G. T. Todd & Others)
(J. R. Bridgman & Others)
(R. Gray & Others)
{ Frank Blackmore & Others
H. Shaw & Others
(C. H. Sherman & Others)
(T. Norman Frizzell & Others)
(G. Trenchard & Others)

All such other Companies or Syndicates applying for membership, whom the Council in its discretion shall approve and admit to membership of the Bureau.

SIGNED by

~~duly authorised to sign on behalf~~
of the Minister for Local Govern-
ment in the presence of:—

William Keenan
Parish's Ling
Lord Semants
Custom House,
Dublin.


Minister for Local Government

SIGNED by H. CUNNINGHAM.

duly authorised to sign on behalf
of Alliance Assurance Company
Limited in presence of:—

G.A.J. Pattison
5, College Green,
Dublin.
Retired.

H. Cunningham.