

MOTOR INSURERS' BUREAU OF SINGAPORE

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SINGAPORE
THE COMPANIES ACT
(CHAPTER 185 OF THE REVISED EDITION)

COMPANY LIMITED BY GUARANTEE

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

MOTOR INSURERS' BUREAU OF SINGAPORE

Incorporated on the 25th day of January 1975

FORM 8.

THE COMPANIES ACT, CAP. 185.

Section 16 (4).

No. of Company

151/1975

CERTIFICATE OF INCORPORATION OF PUBLIC COMPANY

This is to certify that MOTOR INSURERS' BUREAU OF SINGAPORE,
is, on and from the 25th day of January 1975, incorporated under the Companies
Act, Cap. 185, and that the company is a public company limited by guarantee.

Given under my hand and seal, at Singapore, this 25th day of January 1975.



(MISS TAN SWEE CHOO)

*Asst. Registrar of Companies.
Republic of Singapore*

SINGAPORE
THE COMPANIES ACT
(CHAPTER 185 OF THE REVISED EDITION)

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

MOTOR INSURERS' BUREAU OF SINGAPORE

1. The name of the Bureau is "MOTOR INSURERS' BUREAU OF SINGAPORE".
2. The Registered Office of the Bureau will be situated in Singapore.
3. The objects for which the Bureau is established are:—
 - (a) to enter into and give effect to any agreement or agreements and any amendments thereto between the Bureau and any Government Department or duly authorised Government Representative of Singapore for the purpose of ensuring as far as possible that the operation of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) and any statutory modifications thereto and re-enactment thereof and any amendments that may be made thereto shall be just and equitable and achieve to the fullest extent possible the objects for which they were promulgated, and in furtherance of the above objects;
 - (b) to make compassionate payments or allowances to persons injured and to the dependants of persons killed through the use of motor vehicles as defined in the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) or any statutory modifications thereto and re-enactment thereof;
 - (c) to pay, satisfy or compromise any claims made against the Bureau which it may seem expedient to pay, satisfy or compromise, whether such claims be valid in law or not;
 - (d) to acquire by cession, either in its own name or in the name of a nominee, any rights, privileges or judgments and to cede to any person any rights, privileges or judgments which in either case may be necessary or convenient for the promotion of the objects of the Bureau;
 - (e) to give guarantees and to effect counter guarantees and to undertake and execute any trusts and to act as agents;
 - (f) to enter into binding agreements with its members or any of them, to keep it supplied with all funds necessary to enable it to discharge its obligations and for such other purposes as may be conducive to efficient, economical or expeditious discharge of its obligations and furtherance of its objects;

- (g) to make calls or levies on its members or any of them for such amounts as the Bureau shall from time to time require in order to enable it to discharge its obligations or further its objects;
- (h) to act as arbitrators or to nominate arbitrators for the settlement of disputes;
- (i) subject to Section 19(2) of the Companies Act (Cap. 185) to purchase, take on lease or in exchange, hire or otherwise acquire for the purposes of the Bureau any movable or immovable property or any interest therein and to sell, let on lease or otherwise dispose of or grant rights over any property belonging to the Bureau;
- (j) to borrow or raise money for the purposes of the Bureau on such terms and on such security as may be thought fit;
- (k) to invest the moneys of the Bureau not immediately required in such manner as may be from time to time determined;
- (l) to draw, accept and make, and to endorse, discount and negotiate bills of exchange and promissory notes and other negotiable instruments;
- (m) to obtain, receive and administer subscriptions, donations, loans and deposits of money or securities from any persons whatsoever whether or not members of the Bureau;
- (n) to establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Bureau or calculated to further its objects; and
- (o) to do all such lawful things as the Bureau may think incidental or conducive to the attainment of the objects of the Bureau or any of them.

4. The income and property of the Bureau whencesoever derived shall be applied solely towards the promotion of the objects of the Bureau, as set forth in this Memorandum of Association and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Bureau:

Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of the Bureau or to any members thereof in return for any services actually rendered to the Bureau.

5. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum and Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Minister for Finance.

6. The liability of the members of the Bureau is limited.

7. The fourth and fifth paragraphs in this Memorandum contain conditions on which a licence is granted by the Minister for Finance, Singapore, to the Bureau in pursuance to Section 24 of the Companies Act (Chapter 185).

8. Each member undertakes to contribute to the assets of the Bureau in the event of its being wound up while it is a member, or within one year after it ceases to be a member, for payment of the debts and liabilities of the Bureau contracted before it ceases to be a member, and of the costs,

charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding FIFTY DOLLARS (\$50).

9. If, upon winding up or dissolution of the Bureau, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Bureau, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Bureau, to be determined by the members of the Bureau at or before the time of dissolution, or failing such determination, by the Minister for Finance.

10. True accounts shall be kept of the sums of money received and expended by the Bureau, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Bureau, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Bureau for the time being, shall be opened to the inspection of members. Once at least in every year the accounts of the Bureau shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

The Insurance Corporation of Singapore Limited, being a Company incorporated in the Republic of Singapore and having a Registered Office at Podium 416, D.B.S. Building, 6 Shenton Way, Singapore, on whose behalf CHEW LOY KIAT of Podium 416, D.B.S. Building, 6 Shenton Way, Singapore, is duly authorised to sign.

(Signed)

CHEW LOY KIAT
GENERAL MANAGER

Royal Insurance Company Limited, being a Company incorporated in the United Kingdom and having a Registered Office at Ocean Building, Collyer Quay, Singapore, on whose behalf ROBIN EDWARD HUGHES of Ocean Building, Collyer Quay, Singapore, is duly authorised to sign.

(Signed)

ROBIN EDWARD HUGHES
BRANCH MANAGER

Names, Addresses and Descriptions of Subscribers (Cont'd)

The New India Assurance Company Limited, being a Company incorporated in India and having a Registered Office at Bank of China Building, 8th Floor, Battery Road, Singapore, on whose behalf MADHU LALJIBHAI MANIAR of Bank of China Building, 8th Floor, Battery Road, Singapore, is duly authorised to sign.

(Signed)

MADHU LALJIBHAI MANIAR
REGIONAL MANAGER

Malayan Motor and General Underwriters (Private) Limited, being a Company incorporated in the Republic of Singapore and having a Registered Office at M & G Centre, 154-170 Clemenceau Avenue, Singapore, on whose behalf STEVEN CHEONG KWOK WING of M & G Centre, 154-170 Clemenceau Avenue, Singapore, is duly authorised to sign.

(Signed)

STEVEN CHEONG KWOK WING
MANAGER

Dated this 25th day of January, 1975.

WITNESS to the above signatures:-

(Signed)

WINSTON CHEN CHUNG YING
ADVOCATE & SOLICITOR
5th Floor, Malayan Bank Chambers,
Fullerton Square,
Singapore.

THE COMPANIES ACT
(CHAPTER 185 OF THE REVISED EDITION)

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

MOTOR INSURERS' BUREAU OF SINGAPORE

PRELIMINARY

1. The provisions of Table A in the Fourth Schedule of the Companies Act shall not apply to this Bureau.

INTERPRETATION

2. In these Articles —

“the Act” means the Companies Act (Chapter 185);

“Bureau” means the Motor Insurers' Bureau of Singapore;

“Company” means an Insurance Company or a Co-operative Society authorised as an Insurer under Compulsory Insurance Legislation;

“Compulsory Insurance Legislation” means the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) and any statutory modifications thereto and re-enactment thereof;

“the Council” means the body in which the management of the Bureau shall be vested;

“Lloyd's Underwriters” means groups of Underwriters of Lloyd's of London, who are authorised under Compulsory Insurance Legislation or who are represented by insurance agents authorised as Insurers under Compulsory Insurance Legislation;

“office” means the registered office of the Bureau;

“Secretary” means any person appointed to perform the duties of the Secretary of the Bureau;

Words importing the singular number only shall include the plural number and vice-versa;

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include incorporated or unincorporated bodies and vice-versa.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Bureau.

MEMBERS

3. (1) The Bureau for the purpose of registration is declared to consist of not more than 150 members.

(2) The following persons shall be entitled to be admitted to membership of the Bureau and to be entered in the register of members accordingly-

(a) Lloyd's Underwriters;

(b) the following insurance companies:-

Alliance Assurance Company Limited
American Home Assurance Company
American International Assurance Company Limited
American Insurance Company, The
Asia Insurance Company Limited, The
Bankers & Traders' Insurance Company Limited
China Insurance Company Limited
Commercial Union Assurance Company Limited
Cosmic Insurance Corporation Limited
Eagle Star Insurance Company Limited
Firemen's Insurance Company of Newark, New Jersey
General Accident Fire and Life Assurance Corporation Limited
Guardian Royal Exchange Assurance Limited
Hanover Insurance Company, The
Industrial and Commercial Insurance Company Limited, The
Insurance Company of North America
Insurance Corporation of Singapore Limited, The
Law Union and Rock Insurance Company Limited
Lombard Insurance Company Limited
London and Pacific Insurance Company Berhad
London Assurance, The
L'UNION des Assurances de Paris I.A.R.D.
Malayan Insurance Company, Incorporated
Malayan Motor and General Underwriters (Private) Limited
Nanyang Insurance Company Limited, The
National Employers' Mutual General Insurance Association Limited
National Insurance Company Limited
Netherlands Insurance Company Est. 1845 Limited, The
New Hampshire Insurance Company
New India Assurance Company Limited, The
New Zealand Insurance Company Limited, The
Nippon Fire and Marine Insurance Company Limited
North British and Mercantile Insurance Company Limited
Norwich Union Fire Insurance Society Limited
N.T.U.C. Co-operative Insurance Commonwealth Enterprise Limited (INCOME)
Ocean Accident and Guarantee Corporation Limited, The
Oriental Fire and General Insurance Company, Limited, The
Overseas Assurance Corporation Limited, The
Overseas Union Insurance, Limited
People's Insurance Company of Malaya Limited, The

Phoenix Assurance Company Limited
Provincial Insurance Company Limited
Prudential Assurance Company Limited, The
Public Insurance Company Limited, The
Queensland Insurance Company Limited
Royal Insurance Company Limited
South British Insurance Company Limited, The
Straits and Island Insurance Company Limited
Taisho Marine and Fire Insurance Company Limited
Tokio Marine and Fire Insurance Company Limited, The
Union Insurance Society of Canton, Limited
United General Insurance Company Limited
United India Fire and General Insurance Company Limited, The
United Malayan Insurance Company Berhad
United Overseas Insurance Limited
Wing On Fire and Marine Insurance Company Limited, The;
and

- (c) all such persons applying for membership whom the Council in its discretion shall approve and admit to membership of the Bureau.

4. A person shall cease to be member if, having been admitted to membership in terms of Article 3 hereof, he shall cease to be authorised as an Insurer under Compulsory Insurance Legislation.

5. If a person shall cease to be a member in terms of Article 4 hereof, it shall nevertheless remain liable for its share (pro rata or otherwise) of all obligations arising prior to its ceasing to be a member.

6. Each member shall subscribe to the Bureau such funds as may be required by the Bureau for the attainment of its objects calculated on the basis hereinafter set out.

7. (1) As soon as after the registration of the Bureau and thereafter as soon as possible after the close of every succeeding calendar year and for so long as an agreement in terms of Clause 3(a) of the Memorandum of Association subsists between the Bureau and the Government of Singapore or its representatives, each member shall in writing disclose to the Secretary the Gross Premium Income received by it for the year ending 31st December immediately preceding in respect of all Motor Vehicle Insurances effected in Singapore.

(2) The term "Gross Premium Income" shall mean gross premiums received less cancellations and returns only so that no deduction shall be made in respect of charges incurred in respect of brokerages and/or commissions or in respect of re-insurances ceded.

(3) The term "Motor Vehicle Insurances" shall be deemed to include all such insurances whether or not compelled by Compulsory Insurance Legislation and whether comprehensive or limited to third parties or otherwise.

8. The liability of each member to contribute to the funds required by the Bureau in any year shall be in direct proportion to the amount which a member's Gross Premium Income which it is obliged to disclose to the Secretary in terms of Article 7 hereof bears to the aggregate Gross Premium Income which all members are obliged to disclose to the Secretary in terms of Article 7 hereof:

Provided that —

- (a) where a member has had no Gross Premium Income whatsoever or the total of the Gross Premium Income, which such member is obliged to disclose to the Secretary in terms of

Article 7 hereof, amounts to less than Five thousand dollars (\$5,000.00) in the aggregate, such member's Gross Premium Income shall be deemed to be Five thousand dollars (\$5,000.00) for the purposes of assessing its contribution in terms of this Article; and

- (b) a person who becomes a member at any time after the registration of the Bureau shall be liable, during its first year of membership, to contribute to the funds of the Bureau such amount as may be determined by the Council.

9. The Council may at any time prior to an order or resolution to wind up a body which is a member and from time to time make calls or levies upon the members for such sums as the Bureau shall from time to time require to enable it to discharge its obligations or further its objects provided that such calls or levies shall be made upon such members in the ratio set out in Article 8 hereof.

10. Every member other than Lloyd's Underwriters shall nominate one (1) person to represent it at all General Meetings of the Bureau, and in case such member is an incorporated body such person shall be deemed to be such member's representative in terms of Section 147 of the Act. Lloyd's Underwriters shall nominate one (1) person to represent them.

11. Every member shall advise the Secretary in writing of the name of the person nominated in terms of Article 10 hereof and shall advise the Secretary in writing if the person so nominated to represent it, is to be changed.

12. The Secretary shall keep a register of the members of the Bureau and punctually enter therein the following particulars:—

- (a) The names and addresses of the members.
- (b) The date at which each person was entered in the register as a member.
- (c) The date at which each person ceased to be a member.
- (d) The names of the nominated representatives referred to in Article 10 hereof.

13. Every member shall be bound to further to the best of its ability the objects, interests and influences of the Bureau and shall observe these Articles and any regulations which may be promulgated from time to time for the administration of the Bureau and any Agreements which may be entered into between the Bureau and such member.

GENERAL MEETINGS

14. The Bureau shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; the Bureau shall hold its first Annual General Meeting within three (3) months of its incorporation and thereafter not more than fifteen months shall elapse between the date of one Annual General Meeting of the Bureau and that of the next. The Annual General Meeting shall be held at such time and place as the Council shall appoint.

15. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

16. The Council or four members thereof may, whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings may also be convened by one tenth of the members making a requisition therefor.

NOTICE OF GENERAL MEETINGS

17. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice at the least, and a meeting of the Bureau other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Bureau in General Meeting:

Provided that a meeting of the Bureau shall notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:—

- (a) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority of 95% of the members having a right to attend and vote at the meeting.

18. The accidental omission to give notice to, or the non-receipt of notice by, any member shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

19. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the Council and of the auditors, the election of Councillors and the appointment of and the fixing of the remuneration of the auditors.

20. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; save as herein otherwise provided one third of the members shall be a quorum.

21. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at any such other time and place as the Council may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

22. The Chairman of the Council shall preside as Chairman at every General Meeting of the Bureau, or in his absence, the Vice-Chairman, or if neither of them shall be present within fifteen minutes after the time appointed for the holding of the meeting or is willing to preside, the members present shall elect one of their number to be Chairman of the meeting.

23. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) be demanded by the Chairman or by one member. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

25. If a poll be demanded in manner aforesaid, it shall be a poll of all members present and shall be taken at such time and place and in such manner as the Chairman of the meeting shall direct and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

26. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

27. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the business on which a poll has been demanded. The demand for a poll may be withdrawn.

28. In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote.

VOTES OF MEMBERS

29. A person nominated in terms of Article 10 shall have one vote on a show of hands. On a poll such person shall have a number of votes equal to the number of members he represents.

30. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

THE COUNCIL

31. (1) There shall be a Council comprising representatives of the Government and the members nominated in accordance with Article 10 hereof, for the management of the affairs of the Bureau. The number of Councillors shall not be less than seven and not more than ten.

(2) For the purposes of this Article, members shall be divided into three groups as follows:—

Group 1 — Lloyd's Underwriters' Group

This group shall consist of Lloyd's Underwriters.

Group 2 — Tariff Companies' Group

This group shall consist of members of the General Insurance Association of Singapore.

Group 3 — Non-Tariff Companies' Group.

This group shall consist of all those Insurance Companies and Underwriters not falling within Group 1 or 2 as defined above.

(3) Government shall appoint not less than two and not more than three Councillors;

Group 1 shall appoint one Councillor;

Group 2 shall appoint not less than three and not more than five Councillors; and

Group 3 shall appoint one Councillor.

32. The names of first Councillors, consisting of seven persons will be as follows:—

Government:— Mr. Lim Kim Kuay
Mr. Lim Ewe Huat

Group 1 — Lloyds:— Mr. George Chia Chung Joo

Group 2 — Tariff Companies:— Mr. Chew Loy Kiat
Mr. Robin Edward Hughes
Mr. Madhu Laljibhai Maniar

Group 3 — Non-Tariff Companies:— Mr. Steven Cheong Kwok Wing

BORROWING POWERS

33. The Council may exercise all the powers of the Bureau to borrow money, and to mortgage or charge its property and to issue any securities whether outright or as security for any debt, liability or obligation of the Bureau or of any third party.

POWERS AND DUTIES OF THE COUNCIL

34. The Council may pay all expenses incurred in promoting and registering the Bureau and may exercise all such powers of the Bureau as are not by the Act or by these Articles required to be exercised by the Bureau in General Meeting subject, nevertheless, to any of these Articles, to the provisions of the Act and to such Resolutions, being not inconsistent with the aforesaid Articles or provisions, as may be passed by the Bureau in General Meeting, but no resolution passed by the Bureau in General Meeting shall invalidate any prior act of the Council which would have been valid if that resolution had not been passed.

35. The Council may from time to time and at any time by powers of attorney appoint any Company, firm or person or body of persons whether nominated directly or indirectly by the Council, to be the agent or agents of the Bureau for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Council under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such agents as the Council may think fit, and may also authorise any such agent to delegate all or any of the powers, authorities and discretions vested in him. Provided always that the Council shall not be at liberty to delegate to any such agent any of the discretions vested in the Council by these Memorandum and Articles of Association.

36. The Bureau may exercise the powers conferred by section 35 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Council.

37. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Bureau, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

38. The Council shall cause minutes to be made in books kept for the following purposes:—

- (a) of the names of Councillors at each meeting of the Council; and
- (b) of all resolutions and proceedings at all meetings of the Bureau and of the Council.

DISQUALIFICATION OF COUNCILLORS

39. The office of a Councillor shall be vacated:—
- (a) if by notice in writing to the Bureau he resigns his office; or
 - (b) if he becomes insolvent or makes any arrangement or composition with his creditors generally; or
 - (c) if he is found lunatic or becomes of unsound mind or otherwise becomes incapacitated from performing his duties for a period exceeding three months and the Council resolve that his office be vacated; or
 - (d) if he becomes disqualified in terms of the Act from holding the office of a director; or
 - (e) if he ceases at any time to be a person nominated by the Government or by a member to represent such member at General Meetings of the Bureau in terms of Article 10 hereof.

40. Notwithstanding anything to the contrary herein contained the Bureau may by Special Resolution remove any Councillor other than a person nominated by the Government, before the expiration of his period of office and may by Ordinary Resolution appoint another person qualified in terms of these Articles to be a Councillor in his stead, but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

RETIREMENT AND APPOINTMENT OF COUNCILLORS

41. (1) At the first Annual General Meeting all Councillors other than those nominated by the Government shall retire from office. At each Annual General Meeting held thereafter a total of three (3) Councillors, other than persons nominated by the Government, shall retire from office by Groups, as described in Article 31, as follows:—

Lloyd's Underwriters' Group one (1) Councillor.

Tariff Companies' Group one (1) Councillor.

Non-Tariff Companies' Group one (1) Councillor.

(2) A retiring Councillor shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected or until it is determined not to fill his place.

(3) The Councillor or Councillors appointed by each Group to retire shall be that or those appointed by the Group who have been longest in office since their last election or appointment. As between Councillors appointed by the same Group of equal seniority, the Councillors to retire shall in the absence of agreement be selected from among them by lot. The length of time a Councillor has been in office shall be computed from his last election or appointment. A retiring Councillor shall be eligible for re-election.

(4) Each Group shall with due regard to the requirements of Article 31 as to the constitution of the Council at the meeting at which any Councillors retire in manner aforesaid fill up the vacated office of each Councillor by electing a Councillor thereto.

(5) No representative of a member not being a Councillor retiring at the meeting shall, unless recommended by the Council for election, be eligible for office on the Council at any General Meeting unless within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is

given, of his intention to propose such representative of a member for election and of the Group he is to represent and also notice in writing signed by the representative of a member to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served and the day appointed for the meeting there shall be not less than three or more than twenty-eight intervening days.

(6) If at any meeting at which an election of Councillors ought to take place, the places of the retiring Councillors, or some of them are not filled up, the retiring Councillors or such of them as have not had their places filled up and are willing to act, shall be deemed to have been re-elected.

PROCEEDINGS OF THE COUNCIL

42. (1) The Council may meet together for the despatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall have a casting vote. The Chairman or in his absence the Vice-Chairman shall on the request of any Councillor summon a meeting of the Council within seven days of the receipt of such request. In the absence of both the Chairman and the Vice-Chairman any Councillor may summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any Councillor for the time being absent from Singapore. No period of notice shall be necessary for calling a meeting of the Council provided that notice of such meeting shall be given either orally or in writing to all Councillors save as herein before provided.

(2) Every Councillor shall register with the Secretary an address to which notices of meetings may be posted.

(3) In the event of any Councillor failing to register an address with the Secretary, as above required, such Councillor will forfeit his rights to receive notices of meetings of the Council, and the failure to send a notice of any meeting of the Council to such Councillors shall not in any way invalidate any meeting of the Council.

43. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless so fixed shall be five.

44. The continuing Councillors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below seven (7), the continuing Councillors may act for the purpose of increasing the number of Councillors to that number, or of summoning a General Meeting of the Bureau, but for no other purpose.

45. The Council shall elect from the members thereof, who are also members nominated in accordance with Article 10 hereof, a Chairman and Vice-Chairman of its meetings and determine the period for which they are respectively to hold office, but if neither the Chairman nor the Vice-Chairman be present within five minutes after the time appointed for holding any meeting, the Councillors present may choose one of their number to be Chairman of the meeting.

DEFECTS IN APPOINTMENTS

46. All acts bona fide done by any meeting of the Council or by any person acting as a Councillor shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, so that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Councillor.

THE SEAL

47. The Council shall provide for the safe custody of the Seal of the Bureau.

48. The Seal of the Bureau shall not be affixed to any instrument except in the presence of at least one Councillor and the Secretary, or of such other person, or persons as the Council may appoint for the purpose, and the said Councillor and the Secretary or such other person or persons as aforesaid shall sign every instrument to which the Seal of the Bureau is so affixed in their presence.

49. The Council shall take all reasonable steps to ensure that all reports made to it, and all its proceedings, except such as are intended to be made available to other parties, are treated as private, and only for the confidential use of Councillors in their capacity as such and are not disclosed to any unauthorised person.

ACCOUNTS

50. The Council shall cause proper books of account to be kept with respect to:—

- (a) all sums of money received and expended by the Bureau and the matters in respect of which the receipt and expenditure take place; and
- (b) the assets and liabilities of the Bureau.

51. Proper books shall not be deemed to be kept if they are not kept such books of account as are necessary to give a true and fair view of the state of the Bureau's affairs and to explain its transaction.

52. The books of account shall be kept at the registered office of the Bureau or at such other place or places as the Council think fit, and shall always be open to the inspection of the Members.

53. The Council shall from time to time, in accordance with Sections 169, 170 and 171 of the Act, cause to be prepared and to be laid before the Bureau in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in those Sections.

54. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Bureau in General Meeting together with a copy of the Auditor's report, shall lie for inspection by the members at the registered office of the Bureau for a period of not less than TWENTY ONE (21) DAYS before the date of the meeting.

AUDIT

55. Once at least in every year the accounts of the Bureau shall be examined and the correctness of the Balance Sheet ascertained by one or more Auditor or Auditors of the Bureau, and the Council shall observe all the provisions of the Act in connection with the appointment of such Auditor or Auditors and the carrying out of such audit.

NOTICES

56. A notice may be served by the Bureau upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at such member's registered address.

57. No member shall be entitled to have a notice served on it at any address not within Singapore and any member whose registered address is not within Singapore may, by notice in writing, require the Bureau to register an address within Singapore which, for the purpose of the service

of notices, shall be deemed to be such member's registered address. Any member not having a registered address within Singapore and not having given notice as aforesaid, shall not be entitled to any notice.

58. Any notice, if served by post, shall be deemed to have been served on the third day next following that on which it shall have been posted, and in proving such service it shall be sufficient to prove the notice was properly addressed prepaid, and put into a letter-box or if franked delivered to the appropriate Postal Authorities.

59. Every Councillor, Agent, Auditor, Secretary and other officer for the time being of the Bureau shall be indemnified out of the assets of the Bureau against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

Names, Addresses and Descriptions of Subscribers

The Insurance Corporation of Singapore Limited, being a Company incorporated in the Republic of Singapore and having a Registered Office at Podium 416, D.B.S. Building, 6 Shenton Way, Singapore, on whose behalf CHEW LOY KIAT of Podium 416, D.B.S. Building, 6 Shenton Way, Singapore, is duly authorised to sign.

(Signed)

CHEW LOY KIAT
GENERAL MANAGER

Royal Insurance Company Limited, being a Company incorporated in the United Kingdom and having a Registered Office at Ocean Building, Collyer Quay, Singapore, on whose behalf ROBIN EDWARD HUGHES of Ocean Building, Collyer Quay, Singapore, is duly authorised to sign.

(Signed)

ROBIN EDWARD HUGHES
BRANCH MANAGER

The New India Assurance Company Limited, being a Company incorporated in India and having a Registered Office at Bank of China Building, 8th Floor, Battery Road, Singapore, on whose behalf MADHU LALJIBHAI MANIAR of Bank of China Building, 8th Floor, Battery Road, Singapore, is duly authorised to sign.

(Signed)

MADHU LALJIBHAI MANIAR
REGIONAL MANAGER

Names, Addresses and Descriptions of Subscribers (Cont'd)

Malayan Motor and General Underwriters (Private) Limited, being a Company incorporated in the Republic of Singapore and having a Registered Office at M & G Centre, 154-170 Clemenceau Avenue, Singapore, on whose behalf STEVEN CHEONG KWOK WING of M & G Centre, 154-170 Clemenceau Avenue, Singapore, is duly authorised to sign.

(Signed)

STEVEN CHEONG KWOK WING
MANAGER

Dated this 25th day of January, 1975.

WITNESS to the above signatures:-

(Signed)

WINSTON CHEN CHUNG YING
ADVOCATE & SOLICITOR
5th Floor, Malayan Bank Chambers,
Fullerton Square,
Singapore.

**MOTOR INSURERS' BUREAU
OF SINGAPORE**

Text of an Agreement dated the 22nd February, 1975
between the Honourable Minister For Finance,
Mr. Hon Sui Sen and the Motor Insurers' Bureau
of Singapore together with some notes on its
scope and purpose

MEMORANDUM OF AN AGREEMENT made the 22nd day of February, (1975) between the Minister for Finance of the Republic of Singapore (hereinafter called "the Minister") of the one part and Motor Insurers' Bureau of Singapore, a company incorporated in Singapore and having its registered office at Room 1113, 11th Floor, Supreme House, Penang Road, Singapore 9, (hereinafter called "the Bureau") of the other part:

WHEREAS the parties hereto are desirous of implementing a scheme to secure compensation to third party victims of road accidents in cases where, notwithstanding the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) relating to compulsory insurance, the victim is deprived of compensation by the absence of insurance, or of effective insurance:

AND WHEREAS the parties hereto are also desirous of implementing a scheme to secure compensation for third party victims of road accidents when the driver responsible for the accident could not be traced:

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:—

PART I

DEFINITIONS AND COMMENCEMENT

Definitions

1. In this Agreement, unless the context otherwise requires—

"Act" means the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) and includes any statutory modifications thereto or any re-enactment thereof;

"applicant" means the person referred to as the applicant in clause 9 of the Agreement;

"Defendant" means the person against whom the Plaintiff (as hereinafter defined) has taken legal proceedings;

"judgement" means a judgement in respect of any liability incurred in respect of the death of or bodily injury to any person caused by or arising out of the use of a motor vehicle and in the case where a judgement includes an amount payable in respect of any liability other than the aforesaid liability, then the judgement shall be construed to refer to the amount payable in respect of the death of or bodily injury to any person caused by or arising out of the use of the motor vehicle;

"Plaintiff" means the person instituting legal proceedings to recover damages or compensation payable in respect of any liability which is required to be covered by a policy of insurance under the Act;

"untraced person" means the person who is untraced as referred to in clause 8(1)(b) of this Agreement;

words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa.

Commencement

2. This Agreement shall come into force on the 22nd day of February, 1975 but nothing in this Agreement shall be construed to impose upon the Bureau any liability in relation to accidents occurring before that date.

PART II

COMPENSATION OF VICTIMS OF UNINSURED DRIVERS

Satisfaction of claims by the Bureau

3. If judgement in respect of any liability which is required to be covered by a policy of insurance under the Act is obtained against any person or persons in any Court in Singapore and either at the time of the accident giving rise to such liability there is not in force a policy of insurance as required by the Act or such policy is ineffective for any reason (including the inability of the insurer to make payment) and any such judgement is not satisfied in full within twenty-eight days from the date

upon which the person or persons in whose favour such judgement was given became entitled to enforce it then the Bureau will, subject to the provisions of this Part of this Agreement, pay or cause to be paid to the person or persons in whose favour such judgement was given any sum payable or remaining payable thereunder in respect of the aforesaid liability including taxed costs (or such portion thereof as relates to such liability) or satisfy or cause to be satisfied such judgement.

Recovery by insurer

4. Nothing in this Part of this Agreement shall prevent the insurers (or any of them) from providing by conditions in their contracts of insurance or by collateral agreement that all sums paid by them on behalf of the Bureau or by the Bureau by virtue of this Part of this Agreement in or towards the discharge of the liability of their policyholder shall be recoverable by them or by the Bureau from the policyholder or from any other person.

Conditions precedent to the Bureau's liability

5. (1) The Bureau shall not incur any liability under clause 3 of this Agreement unless—

(a) written notice of the bringing of the proceedings is given by registered post before or within seven days after commencement of the proceedings—

(i) to the insurer in the case where there was in force at the time the accident occurred a policy of insurance purporting to cover the use of the vehicle, the existence of which is known before the commencement of the proceedings to the Plaintiff; and

(ii) to the Bureau in any other case;

(b) a copy of any Summons or statement of claim taken out or filed by the Plaintiff is served on the insurer or the Bureau, as the case may be, and the Plaintiff does not seek to obtain judgement before the expiry of thirty days from the date the copy of such Summons or statement of claim has been served on the insurer or the Bureau, unless within the said period of thirty days the Defendant issues any process which would lead to the dismissal of such proceedings for want of prosecution;

(c) if so required by the Bureau and subject to full indemnity from the Bureau as to reasonable costs the Plaintiff shall take all reasonable steps to obtain judgement against any person against whom he may have a remedy in respect of or arising out of the injury or death giving rise to the aforesaid proceedings;

(d) the Plaintiff supplies such information relating to the matter which might give rise to a claim against the Bureau under clause 3 of this Agreement as the Bureau may reasonably require;

(e) the judgement or judgements referred to in clause 3 of this Agreement (including such judgements as may be obtained under paragraph (c) of this clause) and any order for costs are assigned to the Bureau or its nominee; and

(f) the Plaintiff gives credit to the Bureau for any amount paid to him by or on behalf of the Defendant in respect of any liability for injury to or death of any person, arising out of the event which occasioned the claim against the Bureau.

(2) In the event of any dispute as to the reasonableness of a requirement by the Bureau for the supply of information the dispute may be referred to the Minister whose decision thereon may be final.

(3) If the event of an amount referred to in paragraph (1)(f) of this clause includes a sum in respect of loss of or damage to property, the amount of which is not separately specified then the amount of the

credit to the Bureau shall be in the same proportion as the amount of the claim for injury or death of any person bears to the total claim where such claims included an amount in respect of loss or damage to property.

Bureau may offer ex gratia payment

6. When notice of proceedings has been given under clause 5 of this Agreement the Bureau may at any time before the date set down for the hearing of the action offer to the Plaintiff in full satisfaction of any liability which the Bureau may subsequently incur under clause 3 of this Agreement such sum as they consider sufficient in respect of any claim made together with the equivalent of the taxed costs to the date of such offer. If such offer is not accepted and in any ensuing action the Plaintiff is awarded in respect of his claim for injury to or death of any person not more than the sum offered under this clause (exclusive of the sum for such costs) then the Bureau shall not be required to pay more than the total amount awarded (exclusive of the sum for any taxed costs of the Plaintiff) together with the sum offered by the Bureau in respect of costs and the Bureau shall be entitled to set off any costs incurred by them after the date of the offer against any amount awarded to the Plaintiff.

Exemptions

7. (1) The Bureau shall not incur any liability under clause 3 of this Agreement in a case where the claim arises out of the use of a—

- (a) vehicle to which section 3 of the Act does not apply by virtue of subsection (5) of that section except where there is in force a policy of insurance purporting to cover the use of the vehicle;
- (b) vehicle in respect of which there is a security complying with the provisions of section 4 of the Act;
- (c) vehicle which has entered into Singapore from Malaysia except where such vehicle is registered in accordance with section 6 of the Road Traffic Ordinance, 1958 of the Federation of Malaysia or with section 6 of the Road Traffic Act (Chapter 92) of the Republic of Singapore.

(2) For the purpose of paragraph (1)(a) of this clause a vehicle which has been unlawfully removed from the possession of a person legally entitled to possession for the time being shall be taken to continue in the possession of such person whilst it is so removed.

PART III

COMPENSATION OF VICTIMS OF UNTRACED DRIVERS

Cases in which compensation will be payable

8. (1) Subject to paragraph (2) of this clause, this Part of this Agreement applies to any case in which an application is made to the Bureau for a payment in respect of the death of or bodily injury to any person caused by or arising out of the use of a motor vehicle on a road in Singapore and the case is one in which the following conditions are fulfilled, that is to say—

- (a) the event giving rise to the death or injury occurred on or after the date of commencement of this Agreement;
- (b) the applicant for the payment either—
 - (i) is unable to trace any person responsible for the death or injury, or
 - (ii) in a case to which clause 12 of this Agreement applies where more than one person was so responsible, is unable to trace one of those persons;
- (c) the death or injury was caused in such circumstances that on the balance of probabilities the untraced person would be liable to pay damages to the applicant in respect of the death or injury;
- (d) the liability of the untraced person to pay damages to the applicant is one which is required to be covered by insurance or security under the Act, it being assumed for

this purpose, in the absence of evidence to the contrary, that the vehicle was being used in circumstances in which the user was required by the said Act to be insured or secured against third party risks;

- (e) the death or injury was not caused by the use of the vehicle by the untraced person as a weapon, that is to say, in a deliberate attempt to run the deceased or injured person down; and
- (f) the application is made in writing within three years from the date of the event giving rise to the death or injury.

(2) This Part of this Agreement does not apply to a case in which—

- (a) the death or bodily injury in respect of which any such application is made was caused by or arose out of the use of a motor vehicle which at the time of the event giving rise to the death or bodily injury was owned by or in the possession of the Government, unless the case is one in which some other person has undertaken responsibility for the existence of a contract of insurance under the Act;
- (b) at the time of the accident the person suffering death or bodily injury in respect of which the application is made was allowing himself to be carried in a vehicle and—
 - (i) knew or had reason to believe that the vehicle had been taken without the consent of the owner or other lawful authority, except in a case where—
 - (aa) he believed or had reason to believe that he had lawful authority to be carried or that he would have had the owner's consent if the owner had known of his being carried and the circumstances or his carriage; or
 - (bb) he had learned of the circumstances of the taking of the vehicle since the commencement of the journey and it would be unreasonable to expect him to have alighted from the vehicle; or
 - (ii) being the owner of or being a person using the vehicle he was using the vehicle, or causing or permitting the vehicle to be used, without there being in force in relation to such use a policy of insurance or such security as would comply with the Act, knowing or having reason to believe that no such policy or security was in force.

(3) The exemption from the application of this Part of this Agreement specified in sub-paragraph (2)(b) of this clause shall apply only in a case where the application is made to the Bureau in respect of a liability arising out of the use of the vehicle in which the person who suffered death or bodily injury was being carried.

(4) For the purpose of paragraph (2) of this clause —

- (a) a vehicle which has been unlawfully removed from the possession of the Government shall be taken to continue in that possession whilst it is kept so removed;
- (b) references to a person being carried in a vehicle include references to his being carried in or upon, or entering or getting on to or alighting from the vehicle;
- (c) "owner", in relation to a vehicle which is the subject of a hiring agreement, or a hire purchase agreement means the person in possession of the vehicle under that agreement.

Application for payment

9. (1) An application to the Bureau for a payment in respect of the death of or bodily injury to any person may be made either by the person for whose benefit that payment is to be made (hereinafter called "the applicant") or by any solicitor acting for the applicant or by any other person whom the Bureau may be prepared to accept as acting for the applicant.

(2) Any decision, award or payment given or made or other thing done in accordance with this Part of this Agreement to or by a person acting as aforesaid on behalf of the applicant, or in relation to an application made by such a person shall, whatever may be the age, or the circumstances affecting the capacity, of the applicant, be treated as having the same effect as if it had been done to or by, or in relation to an application made by, an applicant of full age and capacity.

Amount of compensation payable

10. Subject to the following provisions of this Part of this Agreement, the Bureau shall, on any application made to them in a case to which this Part applies, award the applicant in respect of the death or injury in respect of which the application is made a payment of an amount which shall be assessed in like manner as a court would assess the damages which the applicant would have been entitled to recover from the untraced person in respect of that death or injury if proceedings to enforce a claim for damages in respect thereof were successfully brought by the applicant against the untraced person.

Matters not to be taken into account

11. In making an award in accordance with clause 10 of this Agreement—

- (a) the Bureau shall not be required to include in the payment awarded any amount in respect of any damages for loss of expectation of life or for pain or suffering which the applicant might have had a right to claim under Civil Law Act (Chapter 30); and
- (b) in assessing the amount to which the applicant is entitled in respect of loss of earnings if the applicant has received his wages or salary in full or in part from his employer, whether or not upon an undertaking given by the applicant to reimburse his employer if he recovers damages, he shall not to the extent of the amount so received be regarded as having sustained a loss of earnings.

Compensation payable when death or injury is caused by an identified and an untraced person

12. (1) This clause applies to any case to which this Part of this Agreement applies where the death or bodily injury in respect of which an application has been made to the Bureau under this Part (hereinafter in this clause referred to as "the relevant death or injury") was caused partly by the untraced person and partly either by an identified person, or by identified persons, or by some other untraced person or persons whose master or principal can be identified and was so caused in circumstances making the identified person or persons or any such master or principal as aforesaid liable to the applicant in respect of the relevant death or injury.

(2) If in a case to which this clause applies one or other of the conditions specified in paragraph (3) of this clause is satisfied, the amount to be awarded by the Bureau to the applicant in respect of the relevant death or injury shall be determined in accordance with the provisions of paragraph (4) of this clause and their liability to the applicant shall be subject also to the provisions of paragraph (7) of this clause and to clause 13 of this Agreement.

(3) The conditions referred to in paragraph (2) of this clause are —

- (a) that the applicant has obtained a judgement in respect of the relevant death or injury against the identified person or against one or more of the identified persons or against any person liable as their master or principal or the master or principal of any other person which has not been satisfied in full within three months from the date on which the applicant became entitled to enforce it; or

- (b) that the applicant —
 - (i) has not obtained and has not been required by the Bureau to obtain a judgment in respect of the relevant death or injury against the identified person or persons or against any person liable as the master or principal of any such identified person or persons or as the master or principal of any other person; and
 - (ii) has not received any payment by way of compensation from any such person or persons.
- (4) The amount to be awarded by the Bureau to the applicant in a case to which this clause applies shall be determined as follows:-
 - (a) if the condition specified in paragraph (3) (a) of this clause is satisfied and the judgement mentioned in that paragraph is wholly unsatisfied within the period of three months therein referred to, the amount to be awarded shall be an amount equal to the untraced person's contribution to a full award;
 - (b) if the condition specified in paragraph (3)(a) of this clause is satisfied but the judgement mentioned in that paragraph is satisfied in part only within the period of three months therein referred to, the amount to be awarded —
 - (i) if the unsatisfied part of the said judgement is less than the untraced person's contribution to a full award, shall be an amount equal to that unsatisfied part, or
 - (ii) if the unsatisfied part of the said judgement is equal to or greater than the amount of the untraced person's contribution to a full award, shall be an amount equal to the untraced person's said contribution.
 - (c) if the condition specified in paragraph (3)(b) of this clause is satisfied, the amount to be awarded shall be an amount equal to the untraced person's contribution to a full award.
- (5) The following provisions of this paragraph shall have effect in any case in which an appeal from or any proceeding to set aside any such judgement as is specified in paragraph (3)(a) of this clause (hereinafter in this clause referred to as "the original judgement") is commenced within a period of three months beginning on the date on which the applicant became entitled to enforce the original judgement:-
 - (a) until the said appeal or proceeding is disposed of, the provisions of paragraph (1) to (4) of this clause shall have effect as if for the period of three months referred to in the said paragraph (3)(a) there were substituted a period expiring on the date when the said appeal or proceeding is disposed of;
 - (b) if as a result of the said appeal or proceeding the applicant ceases to be entitled to receive any payment in respect of the relevant death or injury from any of the person or persons against whom he has obtained any such judgement as is specified in the said paragraph (3)(a), the provisions of paragraphs (1) to (4) of this clause shall have effect as if he had neither obtained nor been required by the Bureau to obtain a judgement against any person or persons;
 - (c) if as a result of the said appeal or proceedings, the applicant becomes entitled to recover an amount which differs from that which he was entitled to recover under

the original judgement, the provisions of paragraphs (1) to (4) of this clause shall have effect as if for the reference in the said paragraph (3)(a) to the original judgement there were substituted a reference to the judgement under which the applicant became entitled to the said different amount;

- (d) if as a result of the said appeal or proceeding the applicant remains entitled to enforce the original judgement the provisions of paragraphs (1) to (4) of this clause shall have effect as if for the period of three months referred to in the said paragraph (3)(a) there were substituted a period of three months beginning on the date on which the appeal or other proceeding was disposed of.

The provisions of this paragraph shall apply also in any case where any judgement given upon any such appeal or proceeding is itself the subject of a further appeal or similar proceeding and shall apply in such a case in relation to that further appeal or proceeding in the same manner as they apply in relation to the first mentioned appeal or proceeding.

(6) In this clause —

- (a) "full award" means the amount which would have fallen to be awarded to the applicant under clause 10 of this Agreement in respect of the relevant death or injury if the untraced person had been wholly responsible for that death or injury; and
- (b) "untraced person's contribution" means that proportion of a full award which on the balance of probabilities would have been apportioned by a court as the share to be borne by the untraced person in the responsibility for the event giving rise to the relevant death or injury if proceedings to recover damages in respect of that death or injury had been brought by the applicant against the untraced person and all other persons having a share in that responsibility.

(7) The Bureau shall not be under any liability in respect of the relevant death or injury if the applicant is entitled to receive compensation from the Bureau in respect of that death or injury under Part II of this Agreement.

Conditions
precedent to the
Bureau's liability

13. (1) The following shall be conditions precedent to any liability falling upon the Bureau upon an application made to them under this Part of this Agreement in respect of any death or injury, that is to say—

- (a) the applicant shall give all such assistance as may reasonably be required by or on behalf of the Bureau to enable any investigation to be carried out under this Part of this Agreement, including, in particular, the furnishing of statements and information either in writing, or, if so required, orally at an interview or interviews between the applicant and any person acting on behalf of the Bureau;
- (b) if so required by the Bureau at any time before the Bureau have communicated their decision upon the application to the applicant, the applicant shall, subject to the following provisions of this clause, take all such steps as in the circumstances it is reasonable to require the applicant to take to obtain judgement against any person or persons in respect of their liability to the applicant in respect of the death or injury as having caused or contributed to that death or injury or as being the master or principal of any person who has caused or contributed to that injury; and
- (c) if so required by the Bureau the applicant shall assign to the Bureau or to their nominee any judgement obtained by him (whether or not obtained in pursuance of a

requirement under sub-paragraph (b) of this paragraph) in respect of the death or injury to which his application to the Bureau relates upon such terms as will secure that the Bureau or their nominee shall be accountable to the applicant for any amount by which the aggregate of all sums recovered by the Bureau or their nominee under the said judgement (after deducting all reasonable expenses incurred in effecting such recovery) exceeds the amount payable by the Bureau to the applicant under this Part of this Agreement in respect of that death or injury.

(2) If the Bureau require the applicant to bring proceedings against any specified person or persons:—

(a) the Bureau shall indemnify the applicant against all costs reasonably incurred by the applicant in complying with that requirement unless the result of those proceedings materially contributes to establish that the untraced person did not cause or contribute to the relevant death or injury; and

(b) the applicant shall, if so required by the Bureau and at their expense, furnish the Bureau with a transcript of any official shorthand note taken in those proceedings of any evidence given or judgement delivered therein.

(3) In the event of a dispute arising between the applicant and the Bureau as to the reasonableness of any requirement by the Bureau under paragraph (1)(b) of this clause, or as to whether any such costs as are referred to in paragraph (2) (a) of this clause were reasonably incurred, that dispute shall be referred to the Minister whose decision thereon shall be final.

Bureau to carry out investigations

14. The Bureau shall cause any application made to them for a payment under this Part of this Agreement to be investigated and, unless the Bureau decide that the application should be rejected because a preliminary investigation has disclosed that the case is not one to which this Part applies, they shall cause a report to be made on the application and on the basis of that report the Bureau shall decide whether to make an award and, if so, the amount of the award which shall be calculated in accordance with the provisions of this Part.

Applicant to furnish statutory declaration

15. The Bureau may before coming to a decision on any application made to them under this Part of this Agreement request the applicant to furnish them with a statutory declaration to be made by the applicant, setting out to the best of his knowledge, information and belief the facts and circumstances upon which his claim to an award under this Part is based, or such of those facts and circumstances as may be specified by the Bureau.

Duty of Bureau to notify their decision

16. (1) The Bureau shall notify their decision to the applicant and when so doing shall—

(a) if the application is rejected because a preliminary investigation has disclosed that it is not one made in a case to which this Part of this Agreement applies, give their reasons for the rejection; or

(b) if the application has been fully investigated, furnish him with a statement setting out—

(i) the circumstances in which the death or injury occurred and the evidence bearing thereon;

(ii) the circumstances relevant to the assessment of the amount to be awarded to the application under this Part of this Agreement and the evidence bearing thereon; and

(iii) if they refuse to make an award, their reasons for that refusal; and

- (c) in a case to which clause 12 of Agreement applies specify the way in which the amount of that award has been computed and its relation to those provisions of clause 12 which are relevant to its computation.

(2) Where the Bureau have decided that they will not indemnify the applicant against the costs of any proceedings which they have under clause 13(1)(b) of this Agreement required the applicant to bring against any specified person or persons on the ground that those proceedings have materially contributed to establish that the untraced person did not cause or contribute to the relevant death or injury, they shall give notice to the applicant of that decision and when doing so they shall give their reasons for it and furnish the applicant with a copy of any such transcript of any evidence given or judgement delivered in those proceedings as is mentioned in clause 13(2)(b) of this Agreement of which they regard as relevant to that decision.

Time for
payment of
award

17. Subject to the provisions of this Part of this Agreement, the Bureau—
- (a) on being notified by the applicant that the Bureau's award is accepted; or
 - (b) if at the expiration of the period during which the applicant may give notice of an appeal under clause 18 of this Agreement there has not been given to the Bureau either any such notification as aforesaid of the acceptance of the Bureau's award or a notice of an appeal under the said clause 18,

shall pay the applicant the amount of that award, and such payment shall discharge the Bureau from all liability under this Part of this Agreement in respect of the death or injury in respect of which that award has been made.

Appeal for
applicant

18. The applicant shall have a right of appeal to the Minister against any decision notified to him under clause 16 of this Agreement on any of the following grounds, that is to say—
- (a) that the case is one to which this Part of this Agreement applies and that his application should be fully investigated by the Bureau with a view to their deciding whether to make an award to the applicant and, if so, the amount of the award; or
 - (b) where the application has been fully investigated—
 - (i) that the Bureau were wrong in refusing to make an award; or
 - (ii) that the amount they have awarded to the applicant is insufficient; or
 - (c) in a case where a decision not to indemnify the applicant against the costs of any proceedings has been notified under clause 16(2) of this Agreement, that decision was wrong,

if, within six weeks from the date when notice of the decision against which he wishes to appeal was given to him, the applicant, not having previously notified the Bureau that their decision is accepted, gives notice to the Bureau that he wishes to appeal against their decision.

Notice of appeal

19. A notice of appeal under clause 18 of this Agreement hereof shall state the grounds of the appeal.

Applicant may
make comments

20. The applicant may, when giving notice of his appeal or at any time before doing so make comments to the Bureau on their decision and may supply them with such particulars as the applicant may think fit of any other evidence not contained in the written statement supplied to the applicant by the Bureau which he considers is relevant to the application and the Bureau may, before submitting the applicant's appeal to the Minister, cause an investigation to be made into this further evidence and shall report to the applicant the result of that investigation and of any change in their decision which may result from it. The applicant may,

within six weeks from the date on which this report was sent to him, unless he withdraws his appeal, make such comments thereon as he may desire to have submitted to the Minister.

Bureau may
make
recommendations
to the Minister

21. (1) In a case where the Bureau receive from the applicant a notice of appeal in which the only ground of appeal which is stated is that the amount awarded to the applicant is insufficient the Bureau may before submitting that appeal to the Minister give notice to the applicant that if the appeal proceeds they will request the Minister to decide whether the case is one in which the Bureau should make an award at all and if they do so they shall at the same time furnish the applicant with a statement setting out such comments as they may consider relevant to the decision which the Minister should come to on that question.

(2) Where the Bureau give a notice under paragraph (1) of this clause, the applicant may within six weeks from the date on which that notice is given make such comments to the Bureau and supply them with such particulars of other evidence not contained in any written statement furnished to him by the Bureau as he may consider relevant to the question which the Minister is by that notice requested to decide, and clause 20 of this Agreement shall apply in relation to any comments made or particulars supplied by the applicant under this paragraph as it applies in relation to any comments made or particulars supplied under the said clause 20.

Bureau to submit
appeal to
Minister

22. The Bureau shall, where they receive notice of an appeal from the applicant under the provisions of this Agreement, unless the appeal is previously withdrawn, submit that appeal (but in a case where they cause such an investigation to be made as is mentioned in clause 20 of this Agreement, not until the expiration of six weeks from the date on which they sent the applicant a report as to the result of that investigation and, in a case where they gave such a notice to the applicant as is mentioned in clause 21(1), not until the expiration of six weeks from the date on which they gave that notice and, if they have caused an investigation to be made into any evidence supplied under clause 21(2), not until the expiration of six weeks from the date on which they sent the applicant a report as to the result of that investigation) to the Minister for a decision, sending to the Minister for that purpose the application made by the applicant, a copy of their decision thereon as notified to the applicant and of all statements, declarations, notices, undertakings, comments, transcripts, particulars or reports furnished, given or sent under this Part of this Agreement either by the applicant or any person acting for him to the Bureau or by the Bureau to the applicant or a person so acting.

Decision of
Minister to be
final

23. On any such appeal, the decision of the Minister shall be final.

Bureau to be
notified of the
Minister's
decision

24. The Minister shall notify his decision on any appeal under this Part of this Agreement to the Bureau and the Bureau shall forthwith send a copy of the Minister's decision to the applicant.

Discharge to the
Bureau

25. Subject to the provisions of this Part of this Agreement, the Bureau shall pay the applicant any amount which the Minister has decided shall be awarded to the applicant, and such payment shall discharge the Bureau from all liability under this part of this Agreement in respect of the death or injury in respect of which that decision has been given.

Payment made
to Public
Trustees etc.

26. If in any case it appears to the Bureau that by reason of the applicant being under the age of majority or of any other circumstances affecting his capacity to manage his affairs it would be in the interest of the applicant that all or some part of the amount which would otherwise be payable to him under an award made under this Part of this Agreement should be administered from him by the Public Trustee or by some other body or person under a trust the Bureau may establish for that purpose a trust of the whole or part of the said amount to take effect for such period and subject to such provisions as may appear to the Bureau appropriate in the circumstances of the case.

PART IV

MISCELLANEOUS PROVISIONS

Authorised insurer to be a member of Bureau

27. On or after the date of the commencement of this Agreement the Minister shall not appoint any person to be an authorised insurer for the purposes of the Act unless he is admitted as a member of the Bureau.

Termination

28. This Agreement may be terminated by the Minister at any time, or by the Bureau on giving to the Minister two years' notice in writing, without prejudice to the continued operation of this Agreement in respect of accidents occurring before the date of termination.

IN WITNESS WHEREOF the Minister has hereunto set his hand and seal and the Motor Insurers' Bureau of Singapore have set their common seal on the day and year first above written.

SIGNED SEALED and DELIVERED)
by Mr. HON SUI SEN, the)
Minister for Finance, Singapore.)



The Common Seal of the MOTOR)
INSURERS' BUREAU OF SINGAPORE)
was affixed hereto in the)
presence of:-)



(Signed) CHEW LOY KIAT

(Signed) R.E. HUGHES

**NOTES ON AGREEMENT BETWEEN THE MINISTER FOR
FINANCE AND THE MOTOR INSURERS' BUREAU
OF SINGAPORE**

The following notes are for the guidance of those who may:—

- A. Have a claim on the Motor Insurers' Bureau under PART II of the Agreement and of their legal advisors.
- B. Wish to make application to the Motor Insurers' Bureau for payment under PART III of the Agreement and of their legal advisors.

The notes are not to be taken as rendering unnecessary a careful study of the Agreement itself and communications connected with the Agreement should be addressed to the Motor Insurers' Bureau of Singapore, Room 1113, 11th Floor, Supreme House, Penang Road, Singapore, 9.

A. PART II: COMPENSATION OF VICTIMS OF UNINSURED DRIVERS

1. Agreement applies only in relation to claims arising out of accidents occurring on or after the 22nd day of February, 1975.

2. If damages are awarded by a court in respect of death or personal injuries arising out of a use of a motor vehicle on a road in circumstances where the liability is one which was at the time the accident occurred required to be covered by insurance and such damages or any part of them remain unpaid 28 days after the judgment becomes enforceable, the Bureau will, subject to the exceptions in Clause 7 of the Agreement pay the unrecovered amount to the person in whose favour the judgment has been given against an assignment of the judgment debt.

3. Nothing in the Agreement affects the position at law of the parties to an action for damages arising out of the driving of a motor vehicle. The Bureau's liability under the Agreement can only arise when the plaintiff has successfully established his case against the person or persons liable in the usual manner and judgment has been given in his favour. There is of course nothing to exclude the acceptance of compensation by the Plaintiff under a settlement negotiated between the plaintiff and the alleged person liable or the Bureau.

4. **WHERE THERE IS A POLICY:** In cases where it is ascertained that there is in existence a policy issued in a compliance with the Motor Vehicle (Third Party Risks and Compensation) Act (Cap. 88) the insurer concerned will normally act as the agent of the Bureau and subject to notice being given as provided for in Clause 5 (1) (a) (i) will handle claims within the terms of the Agreement. This will apply even if the use of the vehicle at the time of the accident was outside the terms of the policy or the insurer concerned is entitled to repudiate liability under the policy for any other reason (in the latter connection the victims and those acting on their behalf are reminded of the requirements as to the giving of notice to the insurer if the protection afforded third parties by Section 4 of the said Act is sought). This arrangement is, of course, without prejudice to any rights insurers may have against their policy holders and to avoid any possible misapprehension, it is emphasised that there is nothing in the Agreement affecting any obligations imposed on a policy holder by his policy. Policy holders are not released from their contractual obligations to their insurers although the scheme protects THIRD PARTY VICTIMS from the consequences of failure to observe them. For example, the failure of a policy holder to notify claims to his insurers as required by his policy, although not affecting a victim's right to benefit under the scheme may leave the policy holder liable to his insurers.

WHERE THERE IS NO POLICY OR THE IDENTITY OF THE INSURER CANNOT BE ASCERTAINED. In cases where there is no policy or for any reason the existence of a policy is in doubt or where there is a policy but the identity of the insurer cannot be ascertained the victim or those acting on his behalf must notify the Bureau of the claim. It is a condition of the Bureau's liability that they should receive notification before or within seven (7) days after the commencement of proceedings against the alleged persons liable. In practice however it would be preferable to notify the Bureau in all cases where the name of the insurer is not speedily forthcoming.

5. Claims arising out of the use of uninsured vehicles owned by the Singapore Government will in the majority of cases be outside the scope of the Bureau's liability (see Clause 7 of the Agreement). In such cases the approach should be made to the responsible authority in the usual way.

B. PART III: COMPENSATION OF VICTIMS OF UNTRACED DRIVERS.

1. Subject to the terms of the Agreement the Bureau will accept applications for payment in respect of the death of or bodily injury to any person caused by or arising out of the use of a motor vehicle on a road in Singapore after the 22nd day of February, 1975. in any case in which:

- (a) The applicant for the payment cannot trace any person responsible for the death or injury (or in certain circumstances a person partly responsible) (Clause 8(1)(b)) and
- (b) The death or injury was caused in such circumstance that the untraced person would be liable to pay damages to the applicant in respect of the death or injury (Clause 8(1)(c)) and
- (c) The untraced person's liability to the applicant is one which at the time the accident occurred was required to be covered by insurance or security (Clause 8(1)(d).)

The Bureau will not however deal with deliberate "running down" cases (Clause 8(1)(e) nor with certain other cases relating to government vehicles and certain categories of "voluntary" passenger (Clause 8(2)(a)(b)).

2. Applications for payment under the Agreement must be made in writing to the Bureau within three (3) years from the date of the accident giving rise to the death or injury (Clause 8(1)(f)).

3. Under Clause 10 the amount which the Bureau will award will (except for the exclusion of those elements of damages mentioned in clause 11) be assessed in the same way as the court would have assessed the amount of damages payable by the untraced person had the applicant been able to bring a successful claim for damages against him.

4. Clause 12 relates to cases where an untraced person and an identified person are each partly responsible for the death or injury and defines the conditions under which the Bureau will in such cases make a contribution in respect of the responsibility of the untraced person.

5. Under Clause 13(1)(b) the Bureau may require the applicant to bring proceedings against any identified person who may be responsible for the death or injury subject to indemnifying the applicant as to his costs as provided in Clause 13(2)(a) and 13(3).

6. On receipt of an application the Bureau will if satisfied that the application comes within the term of the Agreement investigate the circumstances and when this has been done decide whether to make a payment and if so how much (Clause 14).

7. The Bureau may request the applicant to make a statutory declaration setting out all or some of the facts on which his application is based (Clause 15).

8. The Bureau will notify the applicant of their decision setting out the circumstances of the case and the evidence on which they based their decision and if they refuse to make a payment the reasons for their refusal (Clause 16).
9. If the applicant does not exercise his right of appeal against the Bureau's decision the Bureau's decision will be final and the applicant will be entitled to be paid the amount awarded by the Bureau (Clause 17).
10. If the applicant wishes to appeal against the decision of the Bureau on the grounds specified in Clause 18 he must notify the Bureau within six (6) weeks after being notified of the decision.
11. The Bureau may as a result of comments made by the applicant on their decision investigate the application further and if so they will communicate with the applicant again. In such a case the applicant will have six (6) weeks from the date of that further communication in which to decide whether or not to go on with his appeal (Clause 20).
12. Where the applicant appeals only on the ground that the amount awarded to him is too low the Bureau may give him notice that if the matter proceeds to appeal they will ask the Minister to decide also the issue of the Bureau's liability to make any payment. The applicant will have six (6) weeks from the date of any such notice in which to comment to the Bureau on this intention (Clause 21).
13. Appeals will be decided by the Minister for Finance whose decision is final.
14. In certain circumstances the Bureau may establish a trust for the benefit of an applicant of the whole or part of any award (Clause 26).

**MOTOR INSURERS' BUREAU
OF SINGAPORE**

**MEMORANDUM OF AGREEMENT
DATED 22ND FEBRUARY, 1975
BETWEEN THE BUREAU
AND ITS MEMBERS**

MEMORANDUM OF AGREEMENT made between MOTOR INSURERS' BUREAU OF SINGAPORE (hereinafter referred to as "the Bureau") of the one part, and each of those Insurance Companies and Lloyd's Underwriters transacting Compulsory Motor Vehicle Insurance Business in Singapore by or on behalf of whom these presents are signed (hereinafter referred to as "the Insurers") of the other part, and also BETWEEN each and all of the Insurers inter se so that each one of the Insurers binds itself severally to each and every other of the Insurers to perform this Agreement.

WHEREAS an Agreement dated the 22nd day of February, 1975 (hereinafter referred to as the "Annexed Agreement") between the Bureau and the Government of Singapore (a true copy whereof is hereto annexed with the intent that the same shall form part of the Recitals hereto) imposes on the Bureau certain obligations as therein defined.

AND WHEREAS the Insurers have all engaged themselves to become members of the Bureau.

AND WHEREAS Articles 6, 7, 8 and 9 of the Articles of Association of the Bureau provide that the Insurers being members of the Bureau shall subscribe to the Bureau certain funds required by the Bureau.

AND WHEREAS all parties are desirous of carrying out the aforesaid Agreement between the Bureau and the Government of Singapore and of putting into effect the objects of the Bureau as defined in its Memorandum of Association and in accordance with its Articles of Association in the most efficient expeditious and economical manner.

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

1. The words and phrases set out below shall for the purposes of this Agreement (including this Clause) have the meanings hereinafter in this Clause assigned to them, that is to say:—

"Compulsory Insurance Legislation" means the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) and any statutory modifications thereto or any re-enactment thereof;

"Insurance" means insurance against liability required to be insured by the Compulsory Insurance Legislation effected by or under a policy of insurance, a cover note, correspondence, or any other means, whether or not a certificate of insurance as required by the Compulsory Insurance Legislation has been issued or delivered;

"Insurance Company" includes a Co-operative Society who is or may become a party to this Agreement;

"Insurers" means any Insurance Company, Co-operative Society or Lloyd's Underwriter who is or may become a party to this Agreement;

"Judgment Debtor" means a person against whom judgment has been obtained in a Court of competent jurisdiction in Singapore in respect of a liability required to be insured by the Compulsory Insurance Legislation;

"Original Judgment Creditor" means the person or persons in whose favour such judgment was given and who is or are entitled to enforce it and has or have complied or is or are able and willing to comply with the conditions set out in Clause 5 of the Annexed Agreement;

"Satisfy the Original Judgment Creditor" means pay or cause to be paid to the Original Judgment Creditor such sums as is due and outstanding under the judgment in respect of a liability required to be insured by the Compulsory Insurance Legislation (including taxed costs or such proportion of the taxed costs as is attributable to such liability) on terms that the judgment is ceded or assigned

by the Original Judgment Creditor to the Insurer making the payment;

"Insurer Concerned" means the Insurer who at the time of the accident which gave rise to a liability required to be insured by the Compulsory Insurance Legislation was providing an insurance against such liability in respect of the vehicle arising out of the use of which the liability of the Judgment Debtor was incurred, an Insurer is concerned within the meaning of this Agreement notwithstanding that—

- (i) the insurance was arranged after the accident but purported to be effective at the time of the accident; or
- (ii) the insurance has been obtained by fraud, misrepresentation, non disclosure of material facts or mistake; or
- (iii) some term, description, limitation, exception or condition (whether express or implied) of the insurance or of the proposal form on which it is based expressly or by implication excludes the Insurer's liability whether generally or in the particular circumstances in which the Judgment Debtor's liability was incurred; or
- (iv) the Judgment Debtor was in unauthorised possession of the vehicle arising out of the use of which the liability of the Judgment Debtor was incurred

and only ceases so to be concerned—

- (i) when the insurance has been cancelled before the date on which the liability required to be insured by the Compulsory Insurance Legislation was incurred by agreement of the parties to the insurance or under a power of cancellation contained therein; or
- (ii) when the insurance has ceased to operate by reason of a transfer of interest in the vehicle which the insurance purports to cover; or
- (iii) when before the date on which the liability required to be insured by the Compulsory Insurance Legislation was incurred the Insurer has obtained a declaration from a Court of competent jurisdiction that the insurance is void or unenforceable; or
- (iv) in any other case, from the date on which the insurance by its term lapsed:

Provided always that for the purpose of this Agreement an Insurer being an Insurer Concerned in respect of a Motor Trade Road Risk Policy covering unspecified vehicles shall in relation to such vehicles and irrespective of the basis of the Policy be the Insurer Concerned—

- (1) in respect of vehicles not the property of the Insured if and only if the vehicle in respect of which the claim arises was in the custody or control of the Insured or was only removed from that custody or control without the authority of the Insured; or
- (2) in respect of vehicles which are the property of the Insured, at all times, except that such Insurer shall not be the Insurer Concerned in respect of any vehicle specifically excluded from the cover of the Policy by reference to its registration mark and number or specifically insured in the name of the motor trader with another Insurer.

Where an Insurer Concerned under such a Motor Trade Policy and an Insurer Concerned under a specified vehicle Policy are both involved in circumstances in which neither Insurer is liable under its Policy any claim in respect of a liability required to be insured by the Compulsory Insurance Legislation shall be handled by agreement between the Insurers Concerned each being liable for one half of the damages and costs.

2. Where a visitor entering Singapore is insured or holds a Policy purporting to provide insurance against liability required to be insured by the Compulsory Insurance Legislation and such Insurance has been issued outside Singapore by any Branch, Office, Agency, a Subsidiary or Associated Company of an Insurer, such Insurer shall be the Insurer Concerned in the event of such visitor becoming a Judgment Debtor.

3. (1) If a Judgment is obtained in Singapore against any person (hereinafter referred to as the "Judgment Debtor") in respect of liability required to be insured by the Compulsory Insurance Legislation the Insurer Concerned will satisfy the Original Judgment Creditor if and to the extent that the Judgment has not been satisfied by the Judgment Debtor within twenty-eight days from the date upon which the person in whose favour it was given is entitled to enforce it.

(2) Where judgment is obtained in respect of a liability which by reason only of a provision in sub-section (5) of section 3 of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88) is not required to be insured and there is in fact a policy purporting to cover the use of the vehicle giving rise to such liability the judgment shall for the purposes of this Agreement be deemed to be a judgment obtained in respect of a liability required to be insured by the Compulsory Insurance Legislation; and a vehicle referred to in the said sub-section (5) which has been unlawfully removed from the possession of the lawful owner or user shall be deemed to continue in that possession while it is so removed.

4. All payments made by an Insurer under Clause 3(1) hereof shall be deemed to be made in discharge of the liability of the Bureau under the Annexed Agreement to make the same.

5. If in Singapore a Judgment is obtained against any person in respect of a liability required to be insured by the Compulsory Insurance Legislation and none of the Insurers is liable to satisfy the same under Clause 3 hereof the Bureau will after the expiry of twenty-eight days from the date upon which the Original Judgment Creditor became entitled to enforce such Judgment against the Judgment Debtor itself satisfy the same.

6. If in any case it appears to the Council of the Bureau expedient the Bureau may itself satisfy any Judgment which under the terms of Clause 3 hereof an Insurer is obliged to satisfy and in such case the Bureau shall be entitled to recover from such Insurer the sum paid by it.

7. For the purpose of establishing and maintaining a fund out of which it may make payments to victims of untraced drivers in accordance with the provisions of the Annexed Agreement, meet its liabilities under Clause 5 hereof, make payments under Clause 6 hereof, provide for and defray its administrative and other expenses as permitted by its Articles of Association and generally carry out or further its objects as set forth in its Memorandum of Association the Bureau may from time to time call upon the Insurers to contribute and pay rateably between them such sums or sum as may be necessary for this purpose in the manner provided by the Bureau's Articles of Association.

8. Each Insurer undertakes and binds itself to the Bureau and severally to each of the other Insurers promptly to make any payment which is demanded of him under Clauses 6 and 7 hereof and at all times to furnish the Council of the Bureau such particulars of his premium income as it may require.

9. In the event of the insolvency of an Insurer all calls and levies made upon such Insurer by the Bureau which are not paid shall be contributed by the other Insurers provided that only Insurance Companies shall contribute if the insolvent Insurer is an Insurance Company and only Lloyd's Underwriters shall contribute if the insolvent Insurer is a Lloyd's Underwriter.

10. In the event of any dispute arising between the Bureau and one or more of the Insurers touching these presents the dispute if it cannot be settled by agreement shall be referred to an Arbitrator to be nominated by the Minister for Finance, Singapore. The award of an Arbitrator shall be subject to appeal in all respects including, inter alia, on matters of fact and matters of law.

11. In the event of a dispute arising between two or more of the Insurers arising out of or concerning the application of this Agreement the same shall be referred to an Arbitrator to be appointed by the Council of the Bureau and his decision shall be final and binding on all the parties. For the purposes of avoiding such disputes and facilitating their settlement the parties hereto agree that all questions of interpretation and construction of this Agreement arising between Insurers (including such question arising during an Arbitration between Insurers) shall be submitted to the Council whose ruling shall be final and binding on all the parties hereto.

12. The signing of this Agreement by or on behalf of an Insurer shall be deemed to be an application for registration as a member of the Bureau if application and registration has not already been made.

13. Every Insurer shall remain a member of the Bureau until it ceases to be such in terms of Article 4 of the Articles of Association of the Bureau and this Agreement shall remain in force and binding upon every Insurer until it ceases to be a member as aforesaid, and thereafter in respect of obligations arising under this Agreement before it ceases to be a member of the Bureau.

14. Nothing herein contained shall affect or be deemed to effect any right of an Insurer to indemnity or contribution from another Insurer whether such right arises at Common Law by Statute from a Claims Sharing or other Agreement by subrogation or by assignment or cession of the Original Judgment Creditors' judgment and all such rights shall be determined according to the facts and circumstances of each particular case without reference to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands.

The Common Seal of MOTOR INSURERS' BUREAU OF SINGAPORE was hereunto affixed on this 22nd day of February, One thousand nine hundred and seventy-five (1975) in the presence of:—

(Signed) CHEW LOY KIAT

(Signed) R. E. HUGHES



SIGNED by HAVELOCK HENRY TREVOR HUDSON, Chairman of the Committee of Lloyd's, Lloyd's, London this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) HAVELOCK HENRY TREVOR HUDSON
CHAIRMAN

SIGNED by JOHN ANTHONY SWARBRICK on behalf of ALLIANCE ASSURANCE CO., LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JOHN ANTHONY SWARBRICK
MANAGER

SIGNED by STEPHEN YUEN FOON JEN on behalf of AMERICAN HOME ASSURANCE COMPANY this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEPHEN YUEN FOON JEN
PRINCIPAL OFFICER

SIGNED by TED LOO on behalf of AMERICAN INTERNATIONAL ASSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) TED LOO
PRINCIPAL OFFICER

SIGNED by DAVID ELLIS FRENCH on behalf of AMERICAN INSURANCE COMPANY this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) DAVID ELLIS FRENCH
MANAGER

SIGNED by FONG AH SOO on behalf of ASIA INSURANCE COMPANY LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) FONG AH SOO
DIRECTOR/SECRETARY

SIGNED by TOMMY YEO on behalf of BANKERS & TRADERS' INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) TOMMY YEO
SINGAPORE GROUP MANAGER

SIGNED by JEN YUNG CHONG on behalf of CHINA INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JEN YUNG CHONG
ACTING MANAGER

SIGNED by JOHN ANTHONY SWARBRICK on behalf of COMMERCIAL UNION ASSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JOHN ANTHONY SWARBRICK
MANAGER

SIGNED by TEO KWANG WHEE on behalf of COSMIC INSURANCE CORPORATION LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) TEO KWANG WHEE
GENERAL MANAGER

SIGNED by SIDNEY MARTIN HELPS on behalf of EAGLE STAR INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) SIDNEY MARTIN HELPS
REGIONAL REPRESENTATIVE

SIGNED by STEPHEN YUEN FOON JEN on behalf of FIREMEN'S INSURANCE CO. OF NEWARK, NEW JERSEY this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEPHEN YUEN FOON JEN
PRINCIPAL OFFICER

SIGNED by HECTOR DUNCAN SMITH on behalf of GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPN., LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) HECTOR DUNCAN SMITH
MANAGER FOR THE FAR EAST

SIGNED by JAMES THOMAS MCDONOUGH on behalf of GUARDIAN ROYAL EXCHANGE ASSURANCE LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JAMES THOMAS MCDONOUGH
ASSISTANT AREA MANAGER

SIGNED by STEPHEN YUEN FOON JEN on behalf of HANOVER INSURANCE COMPANY this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEPHEN YUEN FOON JEN
PRINCIPAL OFFICER

SIGNED by JANET TAN POH GEOK on behalf of INDUSTRIAL AND COMMERCIAL INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JANET TAN POH GEOK
MANAGER

SIGNED by RONALD GEORGE BARNETT on behalf of INSURANCE COMPANY OF NORTH AMERICA this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) RONALD GEORGE BARNETT
MANAGER

SIGNED by CHEW LOY KIAT on behalf of INSURANCE CORPORATION OF SINGAPORE LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) CHEW LOY KIAT
GENERAL MANAGER

SIGNED by ROBIN EDWARD HUGHES on behalf of LAW UNION AND ROCK INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) ROBIN EDWARD HUGHES
BRANCH MANAGER

SIGNED by JOHN ANTHONY SWARBRICK on behalf of LOMBARD INSURANCE COMPANY LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JOHN ANTHONY SWARBRICK
MANAGER

SIGNED by STEVEN ONG on behalf of LONDON AND PACIFIC INSURANCE CO., BERHAD this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEVEN ONG
ASSISTANT MANAGER

SIGNED by SIDNEY MARTIN HELPS on behalf of LONDON ASSURANCE this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) SIDNEY MARTIN HELPS
REGIONAL REPRESENTATIVE

SIGNED by FRANK LEE on behalf of L'UNION DES ASSURANCES DE PARIS I.A.R.D. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) FRANK LEE
GENERAL MANAGER

SIGNED by LEW CHIN CHET on behalf of MALAYAN INSURANCE CO., INCORPORATED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) LEW CHIN CHET
MANAGER

SIGNED by STEVEN CHEONG on behalf of MALAYAN MOTOR AND GENERAL UNDERWRITERS (PTE.) LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEVEN CHEONG
MANAGER

SIGNED by LIM SI HUI on behalf of NANYANG INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) LIM SI HUI
MANAGER

SIGNED by PETER WEE on behalf of NATIONAL EMPLOYERS' MUTUAL GENERAL INSURANCE ASSOCIATION LTD. this 22nd day of February One thousand nine hundred and seventy-five (1975).

(Signed) PETER WEE
PRINCIPAL OFFICER

SIGNED by MUTHIAH RAMASAMY on behalf of NATIONAL INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MUTHIAH RAMASAMY
DIVISIONAL MANAGER

SIGNED by JOHANNES GODFRIED REINOUD DE JONGH on behalf of NETHERLANDS INSURANCE COMPANY EST. 1845 LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JOHANNES GODFRIED REINOUD DE JONGH
MANAGER

SIGNED by STEPHEN YUEN FOON JEN on behalf of NEW HAMPSHIRE INSURANCE COMPANY this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEPHEN YUEN FOON JEN
PRINCIPAL OFFICER

SIGNED by MADHU LALJIBHAI MANIAR on behalf of NEW INDIA ASSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MADHU LALJIBHAI MANIAR
REGIONAL MANAGER

SIGNED by COLIN HAY MACKAY on behalf of NEW ZEALAND INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) COLIN HAY MACKAY
REGIONAL MANAGER

SIGNED by FUNG LOK NAM on behalf of NIPPON FIRE AND MARINE INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) FUNG LOK NAM
MANAGER

SIGNED by JOHN ANTHONY SWARBRICK on behalf of NORTH BRITISH AND MERCANTILE INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JOHN ANTHONY SWARBRICK
MANAGER

SIGNED by DENIS EDWARD PARRY on behalf of NORWICH UNION FIRE INSURANCE SOCIETY LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) DENIS EDWARD PARRY
MANAGER FOR THE FAR EAST

SIGNED by AMBADAS TANIRAM SHIMPI on behalf of N.T.U.C. CO-OPERATIVE INSURANCE COMMONWEALTH ENTERPRISE LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) AMBADAS TANIRAM SHIMPI
GENERAL MANAGER

SIGNED by KHAW THIAM KHENG on behalf of OCEAN ACCIDENT AND GUARANTEE CORPORATION LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) KHAW THIAM KHENG
PRINCIPAL OFFICER

SIGNED by MARIANDRA KUNJAPPA BOJAPA on behalf of ORIENTAL FIRE AND GENERAL INSURANCE CO. LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MARIANDRA KUNJAPPA BOJAPA
DEPUTY REGIONAL MANAGER

SIGNED by TAN HOAY GIE on behalf of OVERSEAS ASSURANCE CORPN. LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) TAN HOAY GIE
GENERAL MANAGER

SIGNED by MAURICE CHIYA LEE on behalf of OVERSEAS UNION INSURANCE, LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MAURICE CHIYA LEE
PRINCIPAL OFFICER

SIGNED by CHEW CHENG HOI on behalf of PEOPLE'S INSURANCE CO. OF MALAYA LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) CHEW CHENG HOI
PRINCIPAL OFFICER/MANAGER

SIGNED by SIDNEY MARTIN HELPS on behalf of PHOENIX ASSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) SIDNEY MARTIN HELPS
REGIONAL REPRESENTATIVE

SIGNED by MATTHEW HANBURY MOON on behalf of PROVINCIAL INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MATTHEW HANBURY MOON
MANAGER FOR THE FAR EAST

SIGNED by ROY BLYTH on behalf of PRUDENTIAL ASSURANCE CO. LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) ROY BLYTH
MANAGER FOR SOUTH EAST ASIA

SIGNED by FUNG LOK NAM on behalf of PUBLIC INSURANCE CO. LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) FUNG LOK NAM
MANAGER

SIGNED by TOMMY YEO on behalf of QUEENSLAND INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) TOMMY YEO
SINGAPORE GROUP MANAGER

SIGNED by ROBIN EDWARD HUGHES on behalf of ROYAL INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) ROBIN EDWARD HUGHES
BRANCH MANAGER

SIGNED by SIMON LLOYD BRETT on behalf of SOUTH BRITISH INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) SIMON LLOYD BRETT
MANAGER

SIGNED by COLIN HAY MACKAY on behalf of STRAITS AND ISLAND INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) COLIN HAY MACKAY
REGIONAL MANAGER

SIGNED by LONG LIAN WEE on behalf of TAISHO MARINE AND FIRE INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) LONG LIAN WEE
OFFICE MANAGER

SIGNED by YASUAKI TAKASE on behalf of TOKIO MARINE AND FIRE INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) YASUAKI TAKASE
PRINCIPAL OFFICER

SIGNED by JAMES THOMAS MCDONOUGH on behalf of UNION INSURANCE SOCIETY OF CANTON, LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) JAMES THOMAS MCDONOUGH
ASSISTANT AREA MANAGER

SIGNED by STEPHEN LIEW on behalf of UNITED GENERAL INSURANCE CO., LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) STEPHEN LIEW
PRINCIPAL OFFICER

SIGNED by MADAN MOHAN SADANA on behalf of UNITED INDIA FIRE AND GENERAL INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) MADAN MOHAN SADANA
CHIEF EXECUTIVE

SIGNED by HONG FAN SOON on behalf of UNITED MALAYAN INSURANCE CO., BHD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) HONG FAN SOON
BRANCH MANAGER

SIGNED by CHAN SECK CHUN on behalf of UNITED OVERSEAS INSURANCE LTD. this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) CHAN SECK CHUN
MANAGER

SIGNED by LEE HONG CHEONG on behalf of WING ON FIRE AND MARINE INSURANCE CO., LIMITED this 22nd day of February, One thousand nine hundred and seventy-five (1975).

(Signed) LEE HONG CHEONG
ASSISTANT MANAGER