

DATED THE 24TH DAY OF SEPTEMBER, 1998

Between

THE MINISTER FOR FINANCE
OF THE REPUBLIC OF SINGAPORE

And

THE MOTOR INSURERS' BUREAU OF SINGAPORE

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT made this 24th day of September, 1998 BETWEEN:-

- (1) **The Minister for Finance of the Republic of Singapore** (hereinafter called "the Minister") of the one part; and
- (2) **The Motor Insurers' Bureau of Singapore**, a company incorporated in Singapore and having its registered office at No. 48 Amoy Street, Singapore 069874 (hereinafter called "the Bureau") of the other part.

WHEREAS:-

- (1) The parties hereto have entered into an Agreement dated the 22nd day of February, 1975 for the purposes 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 189) relating to compulsory insurance, the victim is deprived of compensation by the absence of insurance or effective insurance (hereinafter referred to as "the 1975 Agreement"); and
- (2) The parties hereto are desirous of implementing certain amendments and/or changes and/or modifications to the 1975 Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. The words "the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 88)" be deleted and replaced wherever they appear in the 1975 Agreement with the following words:-
"the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)".
2. The words "the Civil Law Act (Chapter 30)" be deleted and replaced wherever they appear in the 1975 Agreement with the following words:-
"the Civil Law Act (Chapter 43)".
3. Clause 5(1)(a) and (b) shall be deleted and the following substituted:-
 - (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; in these cases, the notice of proceedings given by the Plaintiff to the insurer shall be regarded also as a notice to the Bureau for the purposes of this Agreement in the event that the relevant insurance cover is found subsequently to be ineffective and where the Bureau will consequently be involved; and,
 - (ii) to the Bureau only where the Plaintiff or his solicitors have been informed that either there was no cover or that the wrong insurance company had received the written notice; in the case where the wrong insurance company receives the written notice, the Plaintiff or his solicitors shall be given seven days from the date they acquired such knowledge to serve the required notice on the Bureau;

(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-

(i) 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; and

(ii) in the case where the copy of the Summons or statement of claim was served on the Bureau, before the Plaintiff seeks to obtain a judgement in default after the expiry of the said thirty-day period referred to in (i) above, the Plaintiff shall serve a written notice on the Bureau of his right and intention to obtain a judgement in default, and the Plaintiff shall not proceed to enter such judgement in default before the expiry of thirty days from the date the said notice is served on the Bureau, unless within either of the thirty-day periods referred to in (i) and (ii) above, the Defendant issues any process which would lead to the dismissal of such proceedings for want of prosecution.”

4. Clause 7(1)(c) of the 1975 Agreement shall be deleted and of no effect.
5. Clause 11(a) of the 1975 Agreement shall be deleted and of no effect, and the existing Clause 11(b) shall be re-numbered Clause 11(a).
6. Save for the amendments herein set out, the 1975 Agreement shall remain in full force and effect.

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)

Signed sealed and delivered by
DR RICHARD HU,
the Minister for Finance,
Singapore.

Seal Affixed

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

Seal Affixed

(Signed)

CHEW LOY KIAT
Member of the Council

(Signed)

WEE JIM HOCK
Member of the Council

(Signed)

AMPUSAM GOPINATHAN
Secretary