

DATED THE 28TH DAY OF JANUARY 2021

Between

THE MOTOR INSURERS' BUREAU OF SINGAPORE
(the "Bureau")

And

THE MEMBERS

FURTHER SUPPLEMENTAL AGREEMENT

THIS FURTHER SUPPLEMENTAL AGREEMENT made this 28th day of January 2021,

BETWEEN

- (1) **THE MOTOR INSURERS' BUREAU OF SINGAPORE**, a company incorporated in the Republic of Singapore and having its registered office at 180 Cecil Street, #15-02 Bangkok Bank Building, Singapore 069546 ("**the Bureau**") of the one part;

AND

- (2) Each of those Insurance Companies and Lloyd's Underwriters transacting business under the Compulsory Insurance Legislation in Singapore by or on behalf of whom these presents are signed ("**the Insurers**") of the other part;

AND

- (3) BETWEEN each and all 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 ("**the Further Supplemental Agreement**").

WHEREAS

- (1) On the 22nd day of February 1975, the parties hereto had entered into an agreement ("**the 1975 Members' Agreement**") for the purposes of carrying out the agreement made between the Bureau and the Government of Singapore on the 22nd day of February 1975 implementing a scheme to secure compensation to third party victims of road traffic accidents in cases where, notwithstanding the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapters 189) relating to compulsory insurance, the victim is deprived of compensation by the absence of insurance or effective insurance;
- (2) The parties hereto had entered into a Supplemental Agreement dated the 24th day of September 1998 to effect certain amendments and / or changes and / or modifications to the 1975 Members' Agreement; and
- (3) The parties hereto are desirous of implementing certain amendments and / or changes and / or modifications to the 1975 Members' Agreement as amended by the Supplemental Agreement (collectively referred to as "**Agreements**").

NOW IT IS HEREBY AGREED as follows:

1. The definition of “*Insurer Concerned*” in Clause 1 be deleted and the following substituted:

“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 policy has been cancelled in accordance with the provisions of Section 9(3)(c) of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189); or*
- (ii) *when the insurance policy has ceased to operate by reason of a transfer of interest in the vehicle and the provisions of the Road Traffic (Motor Vehicles, Registration and Licensing) Rules (2014 Edition) (and includes any statutory modifications thereto and any re-enactment thereof) have been complied with; or*
- (iii) *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 which are 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. Save for the amendments herein set out, the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

The Common Seal of the
MOTOR INSURERS' BUREAU OF SINGAPORE
was hereunto affixed on this 28th day of January 2021
in the presence of:

Seal Affixed

(Signed)
A K CHER
Member of the Council
Motor Insurers' Bureau of Singapore

(Signed)
Andrew Ng Choong Tiang
Secretary
Motor Insurers' Bureau of Singapore

(Signed)
Christian M Sandric
President & Chief Executive Officer
on behalf of AIG Asia Pacific Insurance Pte. Ltd.
this 5th day of January 2021

(Signed)

Hicham Raissi

Chief Executive Officer

on behalf of Allianz Insurance Singapore Pte Ltd.

this 27th day of January 2021

(Signed)

Jacquelyn Goh

Senior Vice President & Country Manager

on behalf of Allied World Assurance Company, Ltd (Singapore Branch)

this 14th day of January 2021

(Signed)

Simon Neale Birch

Chief Executive and Director

on behalf of Auto & General Insurance (Singapore) Pte. Limited

this 7th day of January 2021

(Signed)

Pan Jing Long

Head of General Insurance

on behalf of Aviva Ltd

this 8th day of January 2021

(Signed)

Jean Drouffe

Chief Executive Officer

on behalf of AXA Insurance Pte Ltd

this 12th day of January 2021

(Signed)

Lynn Lee

Deputy General Manager

on behalf of China Taiping Insurance (Singapore) Pte. Ltd.

this 13th day of January 2021

(Signed)

Scott Simpson

Country President

on behalf of Chubb Insurance Singapore Limited

this 14th day of January 2021

(Signed)

Sirinthip Chotithamaporn

Chief Executive Officer

on behalf of Direct Asia Insurance (Singapore) Pte Ltd

this 5th day of January 2021

(Signed)

Choi Kin Seng

Chief Executive Officer

on behalf of ECICS Limited

this 11th day of January 2021

(Signed)

John Fu

Chief Executive Officer

on behalf of EQ Insurance Company Limited

this 30th day of December 2020

(Signed)

Karl-Heinz Jung

Chief Executive Officer

on behalf of ERGO Insurance Pte. Ltd.

this 11th day of January 2021

(Signed)

Ong Eng Siew Raymond

Chief Executive Officer

on behalf of Etiqa Insurance Pte. Ltd.

this 6th day of January 2021

(Signed)

Khor Kee Eng

Chief Executive Officer

on behalf of FWD Singapore Pte. Ltd.

this 18th day of January 2021

(Signed)

Chee Keng Koon

Chief Executive Officer

on behalf of Great American Insurance Company, Singapore Branch

this 24th day of December 2020

(Signed)

Jimmy Tong Teng Wah

Managing Director, General & Group Insurance

on behalf of Great Eastern General Insurance Limited

this 24th day of December 2020

(Signed)

Kelvin Lim

Chief Executive Officer

on behalf of HL Assurance Pte. Ltd.

this 30th day of December 2020

(Signed)

Mekavathanan P Sarangapani
Manager

on behalf of India International Insurance Pte Ltd
this 31st day of December 2020

(Signed)

Saime Defne Turkes
Chief Executive Officer

on behalf of Liberty Insurance Pte Ltd
this 15th day of January 2021

(Signed)

Syn Siew Ho
Senior Compliance Manager

on behalf of Lloyd's of London (Asia) Pte Ltd
this 6th day of January 2021

(Signed)

Chew Beng Kee
Head, Claims Department

on behalf of Lonpac Insurance Bhd
this 30th day of December 2020

(Signed)

Mary Nelson
Senior Manager

on behalf of MS First Capital Insurance Limited
this 18th day of January 2021

(Signed)

Craig Ellis
Chief Executive Officer

on behalf of MSIG Insurance (Singapore) Pte. Ltd.
this 30th day of December 2020

(Signed)

Eddie Loke
Senior Manager

on behalf of NTUC Income Insurance Co-operative Limited
this 28th day of December 2020

(Signed)

Ronak Shah
Chief Executive Officer

on behalf of QBE Insurance (Singapore) Pte Ltd
this 14th day of January 2021

(Signed)

Pui Phusangmook

Chief Executive Officer

on behalf of Sompo Insurance Singapore Pte. Ltd.

this 4th day of January 2021

(Signed)

A K Cher

Chief Executive Officer & Managing Director

on behalf of Tokio Marine Insurance Singapore Ltd

this 24th day of December 2020

(Signed)

Faridah Rahmat Ali

Assistant General Manager

on behalf of United Overseas Insurance Ltd

this 11th day of January 2021

(Signed)

Reginald Peacock

Chief Executive Officer

on behalf of Zurich Insurance Company Ltd (Singapore Branch)

this 7th day of January 2021