

Company number. 412787

THE COMPANIES ACTS 1985, 1989 & 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
MOTOR INSURERS' BUREAU
Incorporated 14 June 1946**

*This is confirmed as a true copy of the Memorandum and Articles of Association as amended at the
Annual General Meeting held on 24 July 2007*

B. Louisy

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B Louisy
Group Finance Director & Company Secretary



THE COMPANIES ACTS 1985, 1989 & 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

MOTOR INSURERS' BUREAU

(As amended by special resolutions passed on 24 July 2007)

- 1 The name of the company is "MOTOR INSURERS' BUREAU" (the 'Bureau')
- 2 The registered office of the Bureau will be situate in England
- 3 The objects for which the Bureau is established are
 - (A) (i) As a fund of last resort to satisfy, or provide for the satisfaction of, claims, judgements, awards or settlements in respect of any liability required to be covered by contracts of insurance or security under Part VI of the Road Traffic Act 1988 or by any other statute, statutory instrument, rule, regulation, order, directive or similar measure introduced by any competent authority or at common law or by custom
 - (ii) To take all such measures as may be deemed expedient with a view to securing that persons having claims caused by or arising out of the use of motor vehicles (as defined in s185 Road Traffic Act 1988) by persons making a temporary stay in Great Britain or by persons for whom they may be responsible shall be in no worse position either in law or in relation to the objects of the Bureau than persons having such claims against persons permanently resident in Great Britain
 - (iii) To make payments or allowances to persons injured and to the dependants of persons killed through the use of motor vehicles
 - (iv) To take such action as the Bureau shall determine to assist the victims of motor accidents and/or reduce the number of uninsured drivers

- (B) To enter into any agreements or arrangements with any governments or authorities, municipal, local or otherwise, or any corporations or persons (including the Members of the Bureau) that may seem conducive to the Bureau's objects, and to obtain from any such government, authority, corporation or person any rights, privileges and concessions which the Bureau may think it desirable to obtain, and to carry out, exercise and comply with any such agreements, arrangements, rights, privileges and concessions
- (C) To act as arbitrators or mediators or to nominate arbitrators or mediators for the settlement of disputes
- (D) To pay, satisfy or compromise any claims made against the Bureau (whether or not enforceable) which it may seem expedient to pay, satisfy or compromise
- (E) To acquire by assignment any judgements or choses in action or any rights or privileges which the Bureau may think necessary or convenient for the promotion of its objects, and to enforce the same
- (F) To operate the Green Card System and to provide (on such terms as it deems appropriate) to its Members and/or their Accredited Agents (as defined in the Articles of Association of the Bureau) or otherwise approve the print of Forms of International Motor Insurance Card (commonly known as 'Green Cards')
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property
- (H) To undertake and execute any trusts and to act as the agents of any other person
- (I) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Bureau as may be thought expedient with a view to the promotion of its objects
- (J) To enter into agreements with or make calls or levies on the Members and/or their Accredited Agents or any of them to keep the Bureau supplied with all funds necessary to enable it to discharge its obligations or further its objects and for such other purposes as may be conducive to the efficient, economical or expeditious discharge of its obligations and the furtherance of its objects
- (K) To borrow and raise money and secure any debt or obligation of or binding on the Bureau in such manner as may be thought fit, and in particular by mortgages or charges upon the undertaking and all or any of the real and personal property and assets (present or future) for the time being of the Bureau, and whether with or without the Bureau receiving any consideration to guarantee or secure (with or without a mortgage or charge on all or any part of the undertaking and assets, present and future for the time being of the Bureau) the performance of the obligations of any person, firm or company, including

(without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary of the Bureau (as defined by Section 736 of the Companies Act 1985) or the holding company (as defined by the said Section) or another subsidiary (as so defined) of the Bureau's holding company or otherwise associated with the Bureau in business and (without prejudice to the generality of the foregoing) to procure bankers or others to guarantee all or any of the obligations of the Bureau

- (L) To invest the moneys of the Bureau not immediately required for its purposes in or upon such investments, securities or property as may be thought fit
- (M) To do any of its objects by itself or through subsidiary, associated or related companies or through any agent or nominee
- (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
- (O) To develop added value services, including but not limited to, charging for the facilitating of authorised access to data contained on the Motor Insurance Database maintained by the Bureau and the provision of training services to any person, company or government body or authority to defray any costs, losses or expenses of the Bureau in connection with the operation of the Bureau
- (P) To extend any of its objects to any country or territory
- (Q) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them

Provided that the Bureau shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members and/or their Accredited Agents or others, any restrictions or conditions which if an object of the Bureau would make it a Trade Union

The objects of the Bureau as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Bureau and shall not in any way be limited by reference to any other paragraph or the name of the Bureau

- 1 The income and property of the Bureau shall be applied solely towards the promotion of the objects as set out in this Memorandum of Association, and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members and/or Accredited Agents of the Bureau

Nothing herein shall prevent the refund to any Member of any amount of overpaid levy or the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Bureau, or to any Member and/or Accredited Agent, in return for any services actually rendered to the Bureau, nor prevent the payment of interest at a rate agreed by the Board on money lent or reasonable and proper rent for premises demised or let by any Member and/or Accredited Agent to the Bureau, but no member of the Board (save the Executive Directors) shall be appointed to any salaried office of the Bureau or to any office of the Bureau paid by fees, and no remuneration or other benefit or money's worth shall be given by the Bureau to any member of such Board except interest as agreed by the Board on money lent or reasonable and proper rent for premises demised or let to the Bureau or repayment of out-of-pocket expenses

- 2 No addition, alteration or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force, unless the same shall have been one month previously submitted to the Department for Transport (or its successor department)
- 3 The liability of the Members is limited
- 4 Every Member undertakes to contribute to the assets of the Bureau, in the event of the Bureau being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Bureau contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £5 00
- 5 If upon the 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 and/or their Accredited Agents, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Bureau, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Bureau under or by virtue of clause 4 of this Memorandum of Association, such institution or institutions to be determined by the Members of the Bureau at or before the time of dissolution

THE COMPANIES ACTS 1985, 1989 & 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

MOTOR INSURERS' BUREAU

(Amended by special resolution passed on 24 July 2007)

GENERAL

1 Interpretation

- (1) In these Articles (except where the context otherwise requires) the following words shall have the following meanings

Words	Meanings
Accredited Agent	A person appointed by a Member pursuant to Article 5,
The Act	The Companies Act 1985 (as amended) and the Companies Act 2006,
Adjudication Panel	A committee whose members are appointed by the Technical Committee pursuant to Article 70,
Articles	These articles of association of the Bureau,
Board	The board of directors of the Bureau,
Bureau	Motor Insurers' Bureau,
Chief Executive	The member of the Board appointed pursuant to Article 47 (3),

Corporate Member	Any insurance company which is or may hereafter become a Member of the Bureau,
Domestic Regulations	The regulations set out in Article 75,
Executive Director	A member of the Board appointed pursuant to Article 47 (2),
GWP	A Member's total gross written premiums receivable (less rebates and refunds) on the basis of gross premiums for the Year on Class 10 business (premium arising from insurance of third party liability risks) as declared in the audited returns made by the Member or, in the case of Lloyd's syndicates, or Members trading on a 'Services' basis, on an equivalent format and applying a formula as agreed by the Members in General Meeting,
Lloyd's Member	An Underwriting Member of Lloyd's who is now or may hereafter become a member of any one or more of the Underwriting Syndicates at Lloyd's and also a Member of MIB,
LMA	Lloyd's Markets Association or its successor body from time to time,
LP	The leviable premium calculated by reference to the GWP,
Member	A member of the Bureau,
MIIC	Motor Insurers' Information Centre, a company limited by guarantee, registered in England and Wales with number 3682840,
MID	The Motor Insurance Database maintained by the Bureau,
Month	A calendar month,
PCD	The premium calculation day, which is 1 September in any Year,
Register	The register of Members of the Bureau,
Relevant Territories	England and Wales, Scotland, Northern Ireland, Gibraltar, the Channel Islands and the Isle of Man,

Seal	The common seal of the Bureau,
Secretary	The company secretary of the Bureau,
Subsidiary	A company is deemed to be a subsidiary of another if (but only if) <ul style="list-style-type: none"> a that other either <ul style="list-style-type: none"> (i) is a member of it and controls the composition of its board of directors, or (ii) holds more than half in nominal value of its equity share capital, or b the first-mentioned company is a subsidiary of any company which is itself a subsidiary of that other company, <p>and 'Parent' shall be construed accordingly,</p>

Technical Committee	A committee whose members are appointed pursuant to Article 66,
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Year	12 Months ended 31 December
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- (2) References to the singular number only shall include the plural number and vice versa, references to one gender only shall include all genders, and references to persons shall include corporations
- (3) Headings are inserted for convenience only and shall not affect the construction of these Articles
- (4) References to being 'written' or 'in writing' refer to any method of representing or reproducing words in a visible form provided that such method is legible and (if not itself in paper form) capable of being reproduced in paper form
- (5) A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it
- (6) Unless the context otherwise requires words or expressions defined in The Act shall bear the same meaning in these Articles

- 2 The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Bureau

MEMBERS

- 3 The number of Members of the Bureau shall be unlimited
- 4 Subject to these Articles, the following persons shall be Members and shall have their names entered in the Register
- (11) Any person whose name appears on the Register at the date of adoption of these Articles
- (12) Any person who has obtained an authorisation under Section 3 of the Insurance Companies Act 1982 to carry on business within Group 2 in Part II of Schedule 2 to the Insurance Companies Act 1982 or such person's home state equivalent provided that the person, if based outside the territories within which the Bureau may from time to time operate, shall obtain in writing all necessary authorisations and approvals for the carrying on of such business and shall produce the same for approval in writing by the Bureau prior to its entry on the Register
- (3) Any person who has been nominated by a Member which is a Syndicate of Lloyds (the '**Nominating Member**') Upon the name of such nominee being entered upon the Register the Nominating Member shall cease to be a Member but shall retain the right to revoke its nomination either in favour of itself or another nominee whereupon it or the new nominee (as the case may be) shall become a Member and be entered on the Register in place of the original nominee Any notice or revocation sent pursuant to this Article 4(3) shall be in writing and sent to the Secretary at the registered office of the Bureau References in these Articles to the GWP or LP of any Member nominated pursuant to this Article 4(3) shall be construed as references to the GWP or LP of such Member's Nominating Member
- 5 A Member not established in the United Kingdom shall appoint a person established within the United Kingdom to be its Accredited Agent An Accredited Agent shall represent its appointing Member's interests and the Bureau shall be entitled to act (but shall not be obliged to do so) on the Accredited Agent's instructions An Accredited Agent may, but need not, itself be a Member and nothing in this Article 5 shall make an Accredited Agent a Member or the proxy of a Member
- 6 There shall be only one class of Member
- 7 (1) When a change in control of any Member occurs at any time, notice in writing of that fact shall forthwith be given by the Member concerned to the Bureau

- (2) In order to be valid, any notice to be given under paragraph (1) of this Article shall be sent to the Secretary at the registered office of the Bureau and shall contain sufficient particulars to indicate the nature of the change in control
 - (3) For the purposes of this Article
 - (a) control of any Member means control of one-third or more of the votes capable of being cast at a general meeting of the members of that Member,
 - (b) there shall be deemed to be a change in control if control is acquired by any person or any readily identifiable group or association of persons not, at the time when the change occurred, being a Member of the Bureau, and
 - (c) where one Member controls another, any change in control of the controlling Member shall be deemed to be a change in control of the Member which is so controlled
- 8 The rights and obligations of a Member shall not be transferable
- 9 Every Member shall
- (1) further to the best of his ability the objects and interests of the Bureau,
 - (2) observe all the regulations of the Bureau, the terms of any policy document issued or adopted by the Bureau and the terms of any agreement which may be entered into between it and the Bureau, and
 - (3) enter into and perform fully any agreement between it and any person which the Board may determine to be necessary for or incidental or conducive to the attainment of the objects of the Bureau
- 10 (1) Where a Member
- (a) goes into liquidation or provisional liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation), or
 - (b) ceases to carry on motor business,
- he shall, as from such date as the Bureau may determine in relation to him, cease to be a Member
- (2) Upon the occurrence by a Corporate Member or a Lloyd's Member of any event listed in Article 10(1) any payments which MIB may as a result be called upon to make on his behalf to judgement creditors shall be contributed solely by the other Corporate Members or Lloyd's Members respectively In each case contributions actually payable by each of

the other Corporate Members or the other Lloyd's Members (as the case may be) shall be made in proportion to their respective levies within their respective group's actual percentage of the total MIB levy (relative to the year in which MIB meets the said contribution)

- 11 A Member shall forthwith cease to be a Member if the Board at any time resolves that in its opinion the continuance of the membership of such Member will be prejudicial to the interests of the Bureau, provided that such resolution shall not be effective unless the Member concerned shall have been given not less than fourteen clear days' notice in writing of, and the right to attend and be heard at, the meeting of the Board. In exercising its functions under this Article, the Board may take account of any matter it considers to be relevant including, but without limiting the generality of the foregoing, any breach of any provision of these Articles which, in the opinion of the Board, it appears that such Member has committed
- 12 Where any Member ceases to be a Member he shall remain fully liable in respect of all obligations incurred by him by virtue of his membership of the Bureau before its cessation and, for the avoidance of doubt, where an incident arises prior to cessation of membership and that incident would give rise to an obligation on that Member by virtue of his membership then that Member shall remain fully liable in respect of that obligation notwithstanding his being unaware of such incident or obligation prior to the cessation of his membership
- 13 Subject to the provisions of the Memorandum of Association, no Member shall be disqualified by his membership from contracting with the Bureau

FINANCES

14 Joining Fee

- (1) As a condition of becoming a Member an applicant will be obliged to pay a joining fee which shall be payable on demand. The joining fee shall be such sum as may be determined from time to time by the Board
- (2) Any Member having ceased membership of the Bureau will be subject to payment of the full joining fee on subsequent re-admission

15 Levy

- (1) The Bureau shall be funded by, inter alia, a levy charged on each of the Members based on the LP of each Member, such levy to be made from time to time as and when necessary and any changes to the basis upon which the levy is calculated (but not its amount from time to time) shall be agreed by the Members in General Meeting

- (2) Any such levy or levies shall be apportioned between the Members pro rata to the LP received by each Member transacted in the Relevant Territories during the preceding Year
- (3) Subject to Article 15(4), the proportion to be applied pursuant to Article 15(2) will be that prevailing when the collection of the levy was approved by the Board and not when the levy is called
- (4) Where a levy relates to the funding of the Bureau for a particular Year, the levy for that Year shall be re-apportioned between the Members on the PCD of that Year, pro rata to the LP received by each Member transacted in the Relevant Territories during the preceding Year
- (5) LP income shall be determined on the basis of GWP for the Year (converted into pounds sterling at the exchange rate applicable on 31 December of the Year to which the annual return relates)
- (6) If after a levy has been called it appears to the Bureau that a Member's annual return upon which the apportionment of that levy was based is incorrect or if, following a provisional apportionment of the levy made pursuant to Article 15(8)(b), the Bureau receives that Member's annual return then (subject to Articles 15(9)(c) and 15(10))
 - (a) the Bureau shall in the case of an overpayment by a Member, refund the overpayment,
 - (b) in the case of an underpayment by a Member, the Member shall pay to the Bureau the amount so underpaid, together with (other than in the case of an underpayment occasioned by reason solely of an overpayment made by another Member or Members) interest on the underpaid amount from the date that the levy which was so underpaid became due until the date on which the amount of the underpayment is paid in full to the Bureau by the Member. The rate of interest shall be 4 per cent per annum above the base rate from time to time of such UK clearing bank as the Bureau may from time to time nominate
- (7) Each Member shall
 - (a) supply the Bureau with a copy of each of its annual returns on or before 1 August in the Year following that to which the return relates,
 - (b) supply such information, on request by the Bureau, which facilitates calculation of the levy, and
 - (c) upon receipt of a written levy demand from the Bureau, promptly meet the same

- (8) To reflect the administrative inconvenience and budgeting difficulties that may be faced by the Bureau and its Members as a result of the late delivery to the Bureau of a Member's annual return
- (a) each Member shall pay to the Bureau compensation for each day for which that Member's annual return is overdue (and unless determined otherwise by the Members in General Meeting the amount of such compensation shall be £1,000 per day), and
 - (b) where the relevant LP referred to in Article 15(2) is not available for any Member as a result of the Member's annual return being overdue by 20 days or more, 120% (one hundred and twenty per cent) of that Member's relevant LP for the previous Year shall be used for provisionally apportioning the levy amongst the Members (but without prejudice to the Bureau's rights under the foregoing provisions of this Article 15 or otherwise)
- (9) Where a levy relates to the funding of the Bureau for a particular Year
- (a) each Member shall pay its due proportion of the levy in twelve equal monthly instalments during the Year,
 - (b) any additional payment or any refund due from or to any Member pursuant to Article 15(4) shall be made in three equal monthly instalments in October, November and December of that Year, and
 - (c) any additional payment or any refund due from or to any Member pursuant to Article 15(6) shall be made in three equal monthly instalments in the next October, November and December following the receipt by the Bureau of the corrected or late annual return occasioning the additional payment or refund
- (10) Where a levy does not relate to the funding of the Bureau for a particular Year, any additional payment or any refund due from or to any Member pursuant to Article 15(6) shall be made within 3 months of the Bureau notifying the Member of the amount of the additional payment or refund

16 Commencement and Cessation Levy Provisions

- (1) In the first Year of membership a Member will be required to pay a provisional levy based upon the Business Plan forecast of first Year premium incomes submitted on application for membership of the Bureau. After the first twelve months of membership this will be

adjusted such that the first levy is based upon the relevant premium income in the Year of commencement of membership

- (2) A levy will continue to be assessable on and payable by a Member for twelve Months from the later of the date of termination of membership or the date of the acknowledgement by the Bureau of the notification in writing of the termination of the Member's authority to underwrite motor vehicle insurance business in the Relevant Territories and such levy shall be assessed on that Member's GWP for either the last full Year in which it carried on such motor vehicle insurance business or the last 12 Months of carrying on such business, whichever is the greater

17 Late Payments

If any Member fails to pay on the due date any amount payable by it under these Articles

- (1) it shall forthwith on demand by the Bureau pay interest on the overdue amount from the due date up to the date of actual payment at the rate of 4 per cent per annum above the base rate from time to time of such UK clearing bank as the Bureau may from time to time nominate, and
- (2) it shall indemnify the Bureau against all costs, charges and expenses (including legal fees) incurred by the Bureau in collecting the overdue amount (including any interest thereon)

18 Deductions and Set Off, Satisfaction of Claims and Reimbursement

- (1) All sums payable by a Member to the Bureau shall be paid without deduction, each Member bearing all transmissions, tax, exchange or other costs and in the currency as the Board shall determine from time to time
- (2) The Bureau retains the right to set off any monies due to it from any Member against any monies due and payable by the Bureau to that Member
- (3) Without prejudice to the provisions of Article 75(4), if it appears to the Bureau to be expedient, in order to further the objects of the Bureau, the Bureau may itself, at its discretion, settle or compromise any claim made against any Member or satisfy any judgment obtained in a court of competent jurisdiction against any Member, irrespective of the subject matter of the claim or judgment and in any such case the Bureau shall be entitled to recover the sum paid by it from the relevant Member

GENERAL MEETINGS

- 19 A General Meeting shall be held once in every Year at such time and place within the United Kingdom as may be determined by the Board, provided that every General Meeting shall be held not more than fifteen months after the holding of the preceding meeting
- 20 The above-mentioned General Meetings shall be called Annual General Meetings All other General Meetings shall be called Extraordinary General Meetings
- 21 The Board may whenever it thinks fit convene an Extraordinary General Meeting

BUSINESS AT GENERAL MEETINGS

- 22 All business that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall be deemed special, with the exception of the consideration of the accounts and balance sheet, the reports of the Technical Committee and of the auditors of the Bureau, the appointment of members of the Board and the appointment of and the fixing of the remuneration of the auditors
- 23 The Chairman of the Board or in his absence the Deputy Chairman (if any) of the Board or some other person as the Board may appoint shall preside as Chairman at every General Meeting
- 24 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business Save as herein otherwise provided, ten persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum
- 25 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 at such other time and place as the Chairman shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum
- 26 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place If a meeting is adjourned for 20 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting Save as aforesaid, the Members shall not be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting

- 27 At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or upon the declaration of the result of, the show of hands a poll is demanded in writing by the Chairman or by at least three persons having the right to vote at the meeting, and unless a poll is so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Bureau shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution
- 28 If a poll is demanded as provided above, it 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 the resolution of the meeting at which the poll was demanded
- 29 No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment
- 30 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote, but otherwise shall not be entitled to vote
- 31 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded

VOTES OF MEMBERS

32 Votes of Members

Show of hands

- (1) Every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative at a General Meeting shall have one vote on a show of hands. A Member, although duly authorised to represent another Member, shall only be entitled to one vote on a show of hands, but shall be entitled to vote both in his personal and representative capacity on a poll

Poll

- (2) On a poll every Member present in person or by his duly authorised representative at a General Meeting shall have votes calculated by reference to his LP with one vote for every £5,000,000 of LP, or part thereof, subject to the provisions of Articles 32(3), 33, 34 and 35

Lloyd's votes upon a poll

- (3) On a poll no Member who is a member of LMA shall be entitled to vote but the chief executive of LMA or his nominee may attend and vote on behalf of all such Members (whether or not they are present at the General Meeting) and shall be entitled to one vote for every £5,000,000 or part thereof of the aggregate LP of all such Members. A vote or votes cast by the chief executive of LMA or his nominee on behalf of all Members who are members of LMA shall be valid notwithstanding the objection of any one or more such Members and it shall not be necessary for him to be appointed as the proxy or authorised representative of such Members.

33 Calculation of votes

- (1) From 1 January to 31 August in any Year the votes of any Member on a poll shall be calculated in accordance with that Member's LP on the PCD in the previous Year, subject to the provisions of Article 35.
- (2) From PCD to 31 December, the votes of any Member on a poll shall be calculated in accordance with that Member's LP on the PCD.

Outstanding annual return

- (3) If the annual returns or equivalent of any Member are not received in writing by the Bureau before 31 August in any Year, that Member shall only have 1 vote on a poll until the next PCD.

34 Subsidiaries

The votes of a Member on a poll shall be based upon the LP of that Member alone excluding that of any Parent or Subsidiary company of that Member.

35 Commencement provisions

Upon commencement of membership of the Bureau a Member shall be immediately credited with 1 vote on a poll and subsequent changes in the number of that Member's votes shall be calculated in accordance with Article 33.

36 Proxy Votes

- (1) Any Member entitled to attend and vote may appoint another person (whether a Member or not) as his proxy to attend and vote instead of him. A proxy appointed to attend and vote instead of a Member has the same right as the Member to speak at the meeting.

- (2) A Member is not entitled to appoint more than one proxy to attend on the same occasion and a proxy is not entitled to vote except on a poll
- (3) The instrument appointing a proxy, or any other document necessary to show the validity of, or otherwise relating to, the appointment of a proxy must be received by the Bureau at its registered office no less than 48 hours before a meeting or adjourned meeting in order that the appointment may be effective

THE BOARD

37 The number of the members of the Board shall not be less than 7 nor more than 16 of whom one at least shall be an appointee of LMA. Save for the Executive Directors and the Chairman, no person shall be eligible for appointment to the Board unless he is employed by a Member (whom he shall be deemed to represent). The members of the Board (with the exception of the Executive Directors and the Chairman) shall so far as possible (but without imposing any obligation or conferring any rights upon the Members, the Bureau or the members of the Board) be representative of the Members.

38 Save for the Executive Directors, no person shall be eligible for appointment to the Board unless he or she holds a similar position elsewhere. In case of dispute in this connection the decision of the Chairman shall be final and binding.

39 Period of Service

- (1) Subject to the following paragraphs of this Article 39 and to Articles 43 and 44, each member of the Board shall serve for a maximum period of 3 years from the date of the appointment to the Board. At the end of this period that member of the Board shall immediately resign but shall be eligible for re-appointment
 - (a) in the case of the appointee of LMA, for a further 3 years from the date of resignation (and so that there shall be no limit in the number of times such appointee of LMA may be re-appointed to the Board), and
 - (b) in the case of any other member of the Board for a second period of up to 3 years (and so that such member of the Board may be re-appointed to the Board once only)
- (2) The provisions of Article 39(1) shall not apply to the Chairman from the date of his appointment as such. The Chairman shall serve on the board for the period of his office determined pursuant to Article 47(1). At the end of that period he shall immediately resign but shall be eligible for re-appointment either as Chairman or simply to the Board (and so that he may be re-appointed under this Article 39(2) once only)

- (3) The provisions of Article 39(1) shall not apply to the Executive Directors
- 40 No member of the Board shall be permitted to appoint an alternate
- 41 No person shall be appointed or reappointed a member of the Board at any General Meeting unless
- (1) He is recommended by the Board, or
- (2) Not less than three nor more than 28 clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Bureau of the intention to propose that person for appointment or reappointment together with notice signed by that person of his willingness to be appointed or reappointed
- 42 Subject to these Articles, the Bureau may by ordinary resolution appoint a person who is willing to act to be a member of the Board either to fill a vacancy or as an additional member of the Board
- 43 The Board may appoint a person who is willing to act to be a member of the Board, either to fill a vacancy or as an additional member of the Board, provided that the appointment does not cause the number of members of the Board to exceed 16. A member of the Board so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof
- 44 The Bureau in General Meeting may by ordinary resolution remove any member of the Board before the expiration of his period of office and may by ordinary resolution appoint another person to the Board in his stead, but any person so appointed shall serve so long only as the member of the Board in whose place he is appointed would have served if he had not been removed

POWERS OF THE BOARD

- 45 Subject to the provisions of The Act, these Articles, the Memorandum of Association of the Bureau and to such directions as may be prescribed by the Bureau in General Meeting, the business of the Bureau shall be managed by the Board, who may pay all such expenses of, and preliminary and incidental to, the promotion of the Bureau as they think fit, and may exercise all such powers of the Bureau and do on behalf of the Bureau all such acts as may be exercised and done by the Bureau. No direction given by the Bureau in General Meeting shall invalidate any prior act of the Board which would have been valid if such direction had not been given
- 46 The continuing members of the Board may act notwithstanding any vacancy in their body, provided always that if the members of the Board shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for

them to act for the purpose of filling up vacancies in their body or of summoning a General Meeting but not for any other purpose

CHAIRMAN, DEPUTY CHAIRMAN, EXECUTIVE DIRECTORS AND CHIEF EXECUTIVE

- 47
- (1) The Board shall from time to time appoint one of its number (not being a member of the Board who has previously been appointed as Chairman) to be a Chairman and may appoint a Deputy Chairman (who may, for the avoidance of doubt, have previously held the office of Chairman or Deputy Chairman) in each case for such period not exceeding four years and upon such terms as may be agreed. The Chairman or in his absence the Deputy Chairman shall preside at meetings of the Board and perform such other duties as the members of the Board may agree from time to time.
 - (2) The Board shall from time to time appoint Executive Directors who shall also be appointed to the Board and to whom it may delegate such of its functions as it may think fit. The Executive Directors shall serve for such period and upon such terms as the Board may agree from time to time.
 - (3) The Board may from time to time appoint one of the Executive Directors to be the Chief Executive. The Board shall, subject to the provisions of these Articles, determine which of the functions of the Executive Directors shall be performed by the Chief Executive and which by the other Executive Directors. The Chief Executive shall serve as such for such period upon such terms as the Board may agree from time to time.

DISQUALIFICATION OF MEMBERS OF THE BOARD

- 48 The office of a member of the Board shall be vacated
- (1) if a winding up, provisional liquidation or administration order is made against the Member he represents or if he or the Member he represents becomes bankrupt or insolvent or if a receiving order is made against him or the Member he represents or if he or the Member he represents makes any arrangement or composition with his or its creditors,
 - (2) if by notice in writing to the Bureau he resigns his office,
 - (3) if the Member he represents ceases to be a Member of the Bureau,
 - (4) if he ceases to be in the employment of the Member he represents,
 - (5) if he ceases to hold office by virtue of any provision of these Articles or The Act

PROCEEDINGS OF THE BOARD

- 49 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless otherwise determined, five members of the Board shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a casting vote, but otherwise shall not be entitled to vote.
- 50 Two members of the Board may, and on the request of two members the Chairman shall, at any time summon a meeting of the Board by notice in writing served upon the several members of the Board. A member of the Board who is absent abroad shall be entitled to notice of a meeting at his business address as notified to the Bureau in writing.
- 51 If there is no Chairman or Deputy Chairman of the Board or if at any meeting such Chairman or Deputy Chairman is not present within fifteen minutes after the time appointed for holding the same and willing to preside, the members of the Board present shall choose one of their number to be chairman of the meeting.
- 52 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions of the Bureau for the time being vested in the Board generally. Any director may participate in a meeting of the Board by means of telephone or other means of communication whereby all persons participating in the meeting can speak to each other and hear each other speak. Participation in a meeting in this manner shall constitute presence in person at such meeting and be counted in the quorum accordingly.
- 53 The Board may delegate any of its powers to committees consisting of such member or members of the Board and/or of the Bureau's executive staff as it thinks fit, and any committee so formed shall, in the execution of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board. Such committee or committees shall have the power to co-opt any person to act in an advisory but non-voting capacity.
- 54 All acts performed in good faith by any meeting of the Board or of any committee of the Board, or by any person acting as a member of the Board, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of the Board or that they or any of them were disqualified from holding office or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board.
- 55 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Bureau and of the Board and of committees.

of the Board and all business transacted at such meetings Any such minutes of any meeting, if purported to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated

- 56 A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or such committee of the Board duly convened and constituted

SECRETARY

- 57 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit The Secretary may be removed by the Board

THE SEAL

- 58 The Seal shall only be used by the authority of a resolution of the Board and in the presence of the Chairman and the Secretary or the Chief Executive and the Secretary, who shall each sign every instrument to which the Seal shall be so affixed in their presence

ACCOUNTS

- 59 The Board shall cause proper books of account to be kept with respect to
- (1) all sums of money received and expended by the Bureau and the matters in respect of which such receipts and expenditure take place,
 - (2) all sales and purchases of goods by the Bureau, and
 - (3) the assets and liabilities of the Bureau
- 60 The books of account shall always be open to the inspection of the members of the Board at the registered office of the Bureau
- 61 The Bureau in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Bureau, or any of them, and subject to such conditions and regulations the accounts and books of the Bureau shall be open to the inspection of Members at all reasonable times during business hours
- 62 The Board shall lay before the Members in Annual General Meeting an income and expenditure account for the period since the last preceding account, together with a balance sheet made up as at the same date Every such balance sheet shall be accompanied by a report of the Board

and a report of the Auditors, and a copy of such account, balance sheet and reports shall not less than twenty-one days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings

AUDIT

- 63 Once at least in every Year the accounts of the Bureau shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by a properly qualified auditor
- 64 An auditor shall be appointed and his duties regulated in accordance with The Act

THE TECHNICAL COMMITTEE

- 65 The Technical Committee shall be composed of the Chief Executive and such other persons as may be appointed pursuant to Article 66 who need not be members of the Board but who shall be claims managers or persons with similar experience, and, as far as possible, the composition of the Technical Committee shall be representative of the membership of the Bureau. The number of members of the Technical Committee shall not be less than 5 nor more than 50. The Chief Executive or such employee of the Bureau or member of the Technical Committee as the Chief Executive may nominate shall chair meetings of the Technical Committee
- 66 (1) A Member may at any time nominate a representative to serve on the Technical Committee. The nomination must be delivered in writing to the Secretary. Such a nomination shall be accepted if it is approved by not less than 75% on a show of hands of those present and voting at a meeting of the Technical Committee
- (2) The Technical Committee may, from time to time, in writing appoint a representative of any Member of the Bureau to be member of the Technical Committee, either to fill a vacancy or by way of addition to the Technical Committee
- 67 (1) Save as otherwise provided, the provisions of Articles 48-56, so far as possible, shall apply mutatis mutandis to the Technical Committee. Subject to Article 66(1) and Article 67(2), decisions of the Technical Committee shall be taken by a two thirds majority of those present and voting
- (2) A member of the Technical Committee may not vote on any case where any member company that he represents has a financial interest in the outcome of that case
- 68 Appointees shall serve on the Technical Committee for a period of three years and shall be eligible for re-appointment by the Technical Committee

POWERS OF THE TECHNICAL COMMITTEE

- 69 The Technical Committee shall meet on 14 calendar days' notice, in writing, issued by the Chief Executive or such employee of the Bureau as he may nominate for this purpose, to consider and take decisions on claims, matters of principle and technical difficulty and, subject to appeal as set out in Article 75, all decisions shall be final and binding on the Members

THE ADJUDICATION PANELS

- 70 The Technical Committee shall appoint the members of the Adjudication Panels who shall hold office for such period of time and on such conditions as the Bureau may from time to time determine Members of the Adjudication Panels need not be members of the Board or the Technical Committee
- 71 No member of an Adjudication Panel shall represent or vote on behalf of another member of an Adjudication Panel at any meeting of an Adjudication Panel

POWERS OF THE ADJUDICATION PANELS

- 72 The Adjudication Panels shall deal with individual claims which exceed the limits of authority for handling Members, where agreement under the accelerated or equivalent procedure has not been reached, or such individual claims as may be referred to them by the Chief Executive, or where an appeal has been made, and to give general help, advice and guidance to handling Members
- 73 The Adjudication Panels shall be subject to the Technical Committee's rulings on technical matters

PROCEDURE OF THE ADJUDICATION PANELS

- 74 (1) Each Adjudication Panel shall be chaired by the Chief Executive or such employee of the Bureau or member of the Technical Committee or that Adjudication Panel as the Chief Executive may appoint The quorum for a meeting of an Adjudication Panel shall be three members of such Adjudication Panel present and if three members are not present within 30 minutes of the time fixed for the meeting then the meeting shall be adjourned Questions arising at any meeting shall be decided by a simple majority of votes In the case of an equality of votes the chairman shall have a casting vote, but otherwise shall not be entitled to vote The Adjudication Panels shall not form any sub-committees or delegate any of their powers to any other person
- (2) The chairman of each meeting of an Adjudication Panel shall cause proper minutes to be made of all proceedings and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting or by

the chairman of the next succeeding meeting shall be sufficient evidence, without any further proof, of the facts therein stated

THE DOMESTIC REGULATIONS

75 (1) Background to Article 75

- (a) The objectives underlying Article 75 are
 - (1) to assist the victims of motor accidents,
 - (2) to further the interests of motor vehicle insurance policyholders with a view to reducing the cost of premiums,
 - (3) to fulfil the objectives in (1) and (2) in an efficient, economical and expeditious manner, having regard to the interests of Members as a whole
- (b) This Article shall apply in respect of all cases, irrespective of the date of accident (with the exception of those that have already been concluded under the terms of the previous versions of this Article), which may be or have been settled under any agreements entered into by the Bureau for the purpose of satisfying Road Traffic Act Judgments (as defined below)
- (c) This Article shall be applied and interpreted impartially by the Technical Committee (or, where relevant, any arbitrator appointed pursuant to paragraphs (5) and (6) of this Article)
- (d) This Article shall be applied and interpreted in a pragmatic rather than a strictly legal manner, with a view to furthering the objectives set out in paragraph (1)(a) of this Article

(2) Interpretation of Article 75

For the purposes of this Article 75

- (a) '**Article 75 Insurer**' shall, subject to sub-paragraphs (a)(1) - (a)(4) of this paragraph (2), mean the Member who for the time of the accident which gave rise to a Road Traffic Act Liability was providing any insurance in respect of the vehicle from the use of which the liability of the judgment debtor arose
 - (1) Without prejudice to the generality of the foregoing, a Member is the Article 75 Insurer notwithstanding that

- (i) the insurance has been obtained by fraud, misrepresentation, non-disclosure of material facts, or mistake,
 - (ii) the cover has been back dated, or
 - (iii) the use of the vehicle is other than that permitted under the policy
- (2) A Member only ceases to be the Article 75 Insurer
- (i) if a renewal notice is issued, incorporating a temporary cover note extending cover, conditionally or otherwise, beyond the date of expiry of the policy, as of the expiry date of that extension of cover,
 - (ii) from the expiry date specified in the policy if, by provision in the policy or by notice in writing by either party to the policy, the policy is not intended to be renewed,
 - (iii) from the expiry date of a short period insurance (being any insurance proposed for a term of less than twelve months, where there is no intention on the part of the Member to renew, nor any renewal documents issued), save where a new insurance for the same vehicle and policyholder begins within a period of fifteen days of the expiry date,
 - (iv) when the insurance has been cancelled and the certificate of insurance has been recovered before the date on which the Road Traffic Act Liability was incurred, by specific request of the insured, or strictly in accordance with the power of cancellation contained in the Member's contract for the risk, notwithstanding that such contract may not have been issued (provided that where an intermediary cancels the policy and the certificate of insurance has been recovered by the intermediary, either as agent for the Member or under the terms of any separate agreement between the intermediary and the insured, cancellation of the policy must be exercised strictly in accordance with the Member's standard form of contract for the risk and there must be clear evidence that the intermediary is empowered to do so by the policy wording),
 - (v) when, before the date on which the Road Traffic Act Liability was incurred, the Member has obtained a declaration from a court of competent jurisdiction that the insurance is void or unenforceable,

- (vi) when the insurance has ceased to operate by reason of a transfer of interest in the vehicle involved in the accident, which the insurance purports to cover, and which transfer is proved by evidence,
 - (vii) when the theft of the certificate of insurance was reported to the police (provided that the report was made within 30 days of the date of discovery of the theft), or
 - (viii) if the certificate of insurance has been forged by someone other than the Member or an intermediary acting on behalf of the Member or an officer, employee or agent of the Member or of an intermediary acting on behalf of the Member
- (3) If there is more than one Article 75 Insurer in respect of a particular vehicle then the handling of any claims will be by agreement between the Article 75 Insurers (and, in default of agreement, as determined by the Technical Committee) and the costs of handling and settling the claims shall be shared equally between those Article 75 Insurers
- (4) Where a Member contends that it is not the Article 75 Insurer, for whatever reason, the burden of proving such contention, on the balance of probabilities, shall rest upon such Member
- (b) **'certificate of insurance'** shall mean any document being or purporting to be a certificate complying with the Motor Vehicles (Third Party Risks) Regulations 1972 (SI 1972/1217) or subsequent or equivalent legislation, including documents which are or purport to be temporary cover notes or green cards (as such latter term is defined by Article 1(5) of Directive 72/166/EEC),
- (c) **'execution date'** shall mean the date upon which the original judgment creditor became entitled to enforce a Road Traffic Act Judgment against the judgment debtor,
- (d) **'insurance'** shall mean the issue of any document or promise by or on behalf of a Member, whether legally or otherwise, purporting to effect cover against Road Traffic Act Liability, whether or not a certificate of insurance has been prepared, issued or delivered (and notwithstanding that the certificate of insurance, if any, may be void or voidable) and includes the issue of a security under the Road Traffic Act 1988 or any subsequent statute or equivalent legislation in the Relevant Territories or a relevant foreign country Where, after 1 January 2002, a record is held on the MID, the existence of such a record covering the date of

an accident shall, unless there is documentary evidence to the contrary, be sufficient to establish the existence of 'insurance' for the purpose of this Article,

- (e) **'judgment debtor'** shall mean a person against whom a Road Traffic Act Judgment has been obtained,
- (f) **'original judgment creditor'** shall mean the person in whose favour a Road Traffic Act Judgment was given and who is entitled to enforce it and has complied or is able and willing to comply with the conditions precedent to the Bureau's liability as set out in any of the agreements entered into from time to time by the Bureau for the purposes of satisfying Road Traffic Act Judgments,
- (g) **'relevant foreign country'** shall mean
 - (1) a country having a compensation body or guarantee fund as required under Article 6 of Directive 2000/26/EC with which the Bureau has concluded an agreement pursuant to Article 6(3) of such Directive,
 - (2) any country having a national insurers' bureau (as defined in Article 1(3) of Directive 72/166/EEC, a **'Green Card Bureau'**), with which the Bureau has concluded an agreement under the Green Card System,
- (h) **'Road Traffic Act Judgment'** shall mean a judgment obtained in a court of competent jurisdiction in respect of a Road Traffic Act Liability,
- (i) **'Road Traffic Act Liability'** shall mean such liability (whether arising out of negligence, breach of statutory duty or otherwise) arising out of the use of a motor vehicle on a road
 - (1) as is required to be covered by a policy of insurance or security under the Road Traffic Act 1988 or under the equivalent legislation in the Relevant Territories or a relevant foreign country, or
 - (2) as would fall within (1) above were it not for s144 Road Traffic Act 1988 or the equivalent provisions of any enactment within the Relevant Territories or of a relevant foreign country and is in fact covered by a policy of insurance,
- (j) **'satisfy the original judgment creditor'** shall mean to pay or cause to be paid to the original judgment creditor such sum as is due and outstanding under a Road Traffic Act Judgment (including assessed costs or such proportion of the assessed costs as is attributable to the Road Traffic Act Liability) on terms that the judgment is assigned by the original judgment creditor to the Bureau,

- (k) Where something must be done within a specified period of days after a date or an event, the period shall begin on the day following that date or event and the days shall be taken to be calendar days

(3) Obligation to satisfy judgments

- (a) If a Road Traffic Act Judgment is obtained the Article 75 Insurer will satisfy the original judgment creditor if and to the extent that the judgment has not within seven days of the execution date been satisfied by the judgment debtor
- (b) The making of any payment by an Article 75 Insurer under paragraph (3)(a) of this Article shall not entitle that Member to any reimbursement in respect thereof from the Bureau
- (c) Subject to complying in all respects with this Article 75, nothing contained in this Article shall affect or be deemed to affect any right of a Member to indemnity or contribution from another Member whether such right arises at common law, by statute, from a claims sharing or other agreement, by subrogation or by assignment of the original judgment creditor's judgment and all such rights shall be determined according to the facts and circumstances of each particular case without reference to this Article

(4) Satisfaction of claims by the Bureau

If it appears to the Bureau to be expedient, the Bureau may itself, at its discretion, settle or compromise any claim in respect of a Road Traffic Act Liability or satisfy any Road Traffic Act Judgment and in any such case the Bureau shall be entitled to recover the sum paid by it from the Article 75 Insurer and or the Insurer

(5) Disputes

All cases giving rise to a dispute involving the Bureau in relation to the interpretation, application or implementation of this Article 75 shall be dealt with under the following rules of procedure

- (a) A Member involved in a dispute or potential dispute shall ensure that the matter is handled by a claims manager or person with similar experience. It is recognised that external legal representation might interfere with the objectives and principles set out in paragraph (1) of this Article and accordingly external legal representation shall not be permitted for the purposes of this paragraph (5)

- (b) The Bureau shall contact a potential Article 75 Insurer, if possible via their MIB representative or claims manager, at the earliest practicable opportunity, and give formal written notice of its possible involvement
- (c) Within three months of the date of the giving of the notice of possible involvement, the Member shall complete any investigations required and advise the Bureau or the Bureau's handling office, in writing, whether it will be meeting the victim's claim wholly or in part and, if there is a valid defence, setting out the basis upon which the claim will be resisted
- (d) Should the Member not accept its apparent obligation to deal with the case or not respond to the Bureau or the Bureau's handling office within the time period mentioned in (c) above, the Bureau shall prepare a 'Statement of Facts' and submit it to the Member. Unless otherwise agreed, then within 21 days of receipt of same, the Member shall return to the Bureau the Statement of Facts, signed by the Member to signify the Member's approval of it or, alternatively, accompanied by the Member's comments or submissions
- (e) Where the case is handled by a handling Member (as described in Article 77), the handling Member shall send the Statement of Facts, together with any accompanying submissions from the Member and the handling Member to the Bureau within a further 14 days, whether or not signed by the Member
- (f) Subject to paragraph (4) of this Article (Satisfaction of claims by the Bureau), the victim's claim shall continue to be processed whilst the dispute is in the course of being resolved
- (g) Subject to paragraph (6) of this Article (Right of Appeal), the Technical Committee shall determine the Member's involvement or otherwise on the basis of the Statement of Facts, whether or not signed by the Member and no further evidence may be admitted, save in exceptional circumstances as may be agreed by the Technical Committee at the time (and only upon payment to the Bureau of a fee of £2000 to reflect the additional administrative burden of considering such further evidence)

Notwithstanding the foregoing, the Technical Committee on behalf of the Bureau may waive the fee in whole or in part

- (h) If

- (i) the Technical Committee decides an issue concerning the interpretation, application or implementation of this Article or the existence of liability that is meaningful, against a Member, or
- (ii) the Member withdraws from the dispute after 21 days (or after the expiry of whatever period has been agreed) of the issuing of the Statement of Facts under sub-paragraph (d) above, or
- (iii) the Member shall fail within 21 days (or within whatever period has been agreed with the Bureau) of the Member's receipt of the Statement of Facts under sub-paragraph (d) above to return it to the Bureau, signed by the Member to signify the Member's approval of such Statement of Facts or accompanied by the Member's comments or submissions or accompanied by comments or submissions,

that Member shall, in the case of sub-paragraphs (i) and (ii), within 14 days of the relevant event, reimburse the Bureau any expenditure in connection with the case or deal with the claim as may be appropriate and, in any case, pay to the Bureau a fee of £2,000 in respect of each of sub-paragraphs (i)-(iii) that shall be relevant (up to a maximum, aggregate fee of £6,000)

Notwithstanding the foregoing, the Technical Committee on behalf of the Bureau may waive the fee in whole or in part

- (i) If the Technical Committee adjudicates in a dispute between Members, the fee referred to in (h) above shall be payable by the Member against whom the case is decided (or, where the Technical Committee decides a dispute in part against one Member and in part against another or others, the fee shall be apportioned between the Members as the Technical Committee shall in its absolute discretion decide)
- (j) Solicitors' costs and any disbursements (in each case in relation to the claim arising out of the Road Traffic Act Liability, not in relation to the dispute before the Technical Committee) as from the date of notification under paragraph (5)(b) of this Article will follow the Technical Committee's decision
- (k) Notwithstanding the foregoing and the obligation set out in paragraph (3)(a) of this Article, nothing shall prevent a Member who may be involved under the terms of this Article from electing, with the agreement of the Bureau, to handle the case until such time as the matter is determined by the Technical Committee

(6) Right of Appeal

A Member affected by a decision of the Technical Committee under this Article 75 shall have a right of appeal against such decision in accordance with the following procedure

- (a) The Member wishing to appeal shall give to the Bureau written notice within 30 days of the Member's MIB representative being notified of the decision of the Technical Committee
- (b) The notice of appeal shall be signed by or on behalf of the appellant's MIB representative and shall set out the grounds for the appeal. Written arguments and evidence upon which the appeal is based shall accompany the notice of appeal or follow within 30 days
- (c) If the decision of the Technical Committee involved a Member other than the appellant, the Bureau shall, within 14 days of receipt of the notice of appeal, inform that other Member and, within 14 days of receipt of the appellant's arguments and evidence, forward the same to that other Member. The Members involved in the dispute other than the appellant shall each have 30 days (beginning with the day on which each is notified of the arguments and evidence of the appellant) within which to prepare and submit to the Bureau and all other Members involved in the dispute decided by the Technical Committee, any opposing arguments or evidence
- (d) If the appellant or any other Member involved in the dispute shall put forward any evidence not put before the Technical Committee, the appeal shall be referred back to the Technical Committee for it to reconsider its previous decision in the light of the new evidence (and the remaining provisions of this paragraph 6 shall not apply)
- (e) Subject to sub-paragraph (d), at the expiry of the last of the 30 day periods referred to above, the Bureau shall propose to the appellant and any other Members involved in the dispute a list of three possible arbitrators, who shall each be Queen's Counsel (or, if such appointment shall cease to exist, a barrister of at least 15 years call). The Bureau, the appellant and any other Members involved in the dispute shall use their best endeavours to agree upon the identity of one arbitrator but, in default of agreement within 10 days of the Bureau nominating the list of three possible arbitrators, the matter shall be referred to the President of the Bar Council for him to appoint an arbitrator of equivalent standing to that described above
- (f) Upon the appointment of the arbitrator, the Bureau shall send to the arbitrator the written submissions of the appellant and any other Members involved in the

dispute, referred to in sub-paragraph (c) above, together with such written submissions as the Bureau may choose to make (copies of which shall be sent to the appellant and any other Members involved in the dispute)

- (g) The arbitrator shall decide the appeal on the written submissions and evidence alone but he may at any time request further written submissions (but not further evidence) from the Bureau, the appellant or any other Members involved in the dispute
- (h) The arbitrator may decide that the decision of the Technical Committee was, having regard to this Article 75 and in particular the principles and objectives set out in paragraph (1) of this Article, reasonable or that it was not reasonable. The arbitrator may make no other finding in relation to the decision of the Technical Committee. If the arbitrator shall decide that the decision was reasonable, the decision shall stand. If the arbitrator shall decide that the decision was not reasonable, he shall determine the matter and his determination shall replace the decision of the Technical Committee in relation to that matter.
- (i) The arbitrator's fees shall be paid as he shall in his absolute discretion determine, save that if the appellant shall withdraw his appeal or any other Member shall withdraw its opposition to the appeal after the appointment of the arbitrator but before he notifies his decision to the parties, the arbitrator's fees shall be borne by the appellant or the other Member (as the case may be) alone. Without prejudice to the foregoing, in determining who shall be responsible for his fees and in what proportion, the arbitrator may take account of any failure by any Member involved in the dispute to co-operate with the arbitrator or abide by the terms of any procedures or timings laid down by the arbitrator or this paragraph 6 of Article 75.
- (j) If the arbitrator shall decide that any Member shall be required to pay the whole or part of his fees, such sum shall be paid to the arbitrator (or, if already paid by the Bureau, paid to the Bureau) within 14 days of the notification of the arbitrator's decision (and the provisions of Article 17 shall apply to such payment).
- (k) The decision of the arbitrator shall be final and binding upon the Members involved in the dispute and the Bureau and there shall be no further right of appeal from a decision of the arbitrator.

- (l) For the avoidance of doubt, each Member involved in the dispute which is the subject of an appeal shall be responsible for its own costs in preparing for the appeal and presenting its submissions

(7) Claims involving interpretation of Uninsured Drivers' Agreement

Where a Member handles a claim (whether as a result of election on the part of the Member or by decision of the Technical Committee) as Article 75 Insurer, on behalf of the Bureau, applying the Uninsured Drivers' Agreement, the Member will notify the Bureau within 7 days of becoming aware of a dispute concerning the interpretation of the Uninsured Drivers' Agreement and provide copies and summaries of all procedural and other relevant documents

Thereafter the handling of the claim will be carried out in consultation with the Bureau

DATA QUALITY SELF-REGULATION

76 (1) Interpretation of Article 76

For the purposes of this Article 76

- (a) "Data Quality Requirements" means the requirements for data on the MID (including but not limited to Mandatory Policy Data) to be complete and accurate and compliant with -
 - (i) TTS Targets,
 - (ii) The Regulations
 - (iii) the requirements from time to time stipulated by the Department for Transport or any other governmental body who delegates its authority to the Bureau to operate the MID, and
 - (iv) any other guidelines, targets or criteria the Bureau may reasonably stipulate from time to time after prior consultation with the Department for Transport and/or the Financial Services Authority
 - (v) any relevant terms contained in any Members' Participating Insurers Agreement
- (b) "Insured Motor Vehicle" means any motor vehicle insured by a Member

- (c) "Mandatory Policy Data" means in respect of each Insured Motor Vehicle the information required or to be provided by each Member pursuant to -
 - (i) The Regulations, and
 - (ii) the functional specification provided to all Members by the Bureau from time to time
- (d) "MID 1" means that part of the MID which relates to Insured Motor Vehicles or policies concerning Insured Motor Vehicles which are insured on an individual basis
- (e) "MID 2" means that part of the MID which relates to Insured Motor Vehicles or policies concerning Insured Motor Vehicles which are not related to MID 1, in particular those generally referred to as "Fleet and/or motor trade"
- (f) "The Regulations" means The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003
- (g) "TTS Targets" means timelines to supply Mandatory Policy Data set by the Bureau after agreement with the Department for Transport from time to time which, at the date of adoption of these Articles, are as follows -
 - (i) for MID 1 up to 31 December 2007 all Mandatory Policy Data is to be on the MID within 14 days of any relevant change,
 - (ii) for MID 1 from 1 January 2008 all Mandatory Policy Data is to be on the MID within 7 days of any relevant change,
 - (iii) for MID 2 all Mandatory Policy Data concerning policies is to be on the MID within 14 days of any relevant change,
 - (iv) for MID 2 all Mandatory Policy Data concerning an Insured Motor Vehicle is to be on the MID within 21 days of any relevant change,
- (h) "Sanctions" means additional levies, or cessation of membership of the Bureau imposed upon a Member or Members under the Sanction Rules
- (i) "Sanction Rules" means the rules determined by the Board from time to time for the procedures, criteria and form for assessing and determining Sanctions, a copy of such rules being provided to Members by the Bureau not less than 3 months prior to them being approved by the Board unless such rules have previously been approved by the Members by special resolution at a general meeting of the Members

76 (2) Overriding Principle of Data Quality Compliance

Each Member shall use its best endeavours to comply with Data Quality Requirements at all times and such best endeavours shall include but not be limited to -

- (a) liaising with the Bureau,
- (b) appointing a person of appropriate executive seniority within that Member's organisation ("the MID Sponsor"), notifying the Bureau of such appointment and liaising with the Bureau in all matters relating to the Member's satisfaction of the Data Quality Requirements,
- (c) permitting regular monitoring by the Bureau of the Member's compliance with Data Quality Requirements,
- (d) giving the Bureau such assistance as the Bureau reasonably requires to ensure adequate monitoring of the Member's compliance with Data Quality Requirements,
- (e) establishing all appropriate and necessary business processes and resources so that the Member can comply with the Data Quality Requirements,

76 (3) Sanctions

- (a) Pursuant to the Sanction Rules failure by any Member or Members to comply with -
 - (i) Article 76 (2) or
 - (ii) any specific compliance criteria for MID 1 or MID 2 set out in the Sanction Rulesmay in the case of Article 76 (3) (a) (i) result in the Bureau imposing Sanctions, including if the Bureau so determines cessation of membership of the Bureau, of a Member pursuant to Article 11 and in the case of Article 76 (3) (a) (ii) result in a Member or Members paying additional levies to the Bureau pursuant to the Sanction Rules in addition to those payable under Article 15
- (b) Each Member agrees to be bound by and adhere to -
 - (i) any determination of the Bureau pursuant to the Sanction Rules as final and binding subject only to the rights of appeal set out in Article 76 (4) provided

always that in the event of any inconsistency between these Articles and the Sanction Rules the Sanction Rules shall prevail, and

(ii) the provisions of paragraph 1 of the Sanction Rules

76 (4) **Appeals**

Any appeal against any Sanction shall be dealt with pursuant to the Sanction Rules save in respect of any decision to have a Member's Membership of the Bureau cease in which case such Member shall be entitled to appeal any decision of the Bureau in the English Court under any remedy such Member may have at law

HANDLING OF CLAIMS

- 77 (1) The Board shall from time to time determine the terms upon which Members may handle claims (including, without limitation, the fee, the claims handling procedure, services standards and method of control of claims) or cease to handle claims
- (2) Any member may by agreement with the Bureau (acting by the Board or by any person or persons to whom the Board may have delegated such powers pursuant to Article 53) handle claims or cease to handle claims, in each case upon such terms as may be determined pursuant to Article 77 (1)
- (3) Upon the occurrence of any event listed in Article 10(1) or (2), a Member handling claims shall return to the Bureau all papers and files relating to such claims shall return to the Bureau all papers and files relating to such claims and all fees received by the Member from the Bureau in respect of claims which have not been settled (irrespective of the amount of work the Member may have carried out on such claims)

NOTICES

- 78 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications (as such term is defined in the Electronic Communications Act 2000) to an address for the time being notified for that purpose to the person giving the notice In this Article and Article 79, 'address', in relation to electronic communications, includes any number or address used for the purposes of such communications
- 79 The Bureau may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member or by giving it using electronic communications, in each case
- (1) to his principal address within the United Kingdom, or

- (2) in the case of a Member having an Accredited Agent, to the principal address of the Accredited Agent or to the Member's principal foreign address at the discretion of the Board from time to time, or
- (3) in the case of a notice given by electronic communication, to an address for the time being notified to the Bureau by the Member

80 A Member present either in person or by proxy at any meeting of the Bureau shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

81 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent

82 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting

**THE MOTOR INSURERS' BUREAU
DATA QUALITY SELF-REGULATION SANCTION RULES
(As adopted by a Resolution of the Board dated
29 June 2007 and by a Special Resolution
dated 24 July 2007)**

1 Memorandum and Articles of Association

These Rules are to be read in conjunction with the Memorandum and Articles of Association ("the Articles") of The Motor Insurers' Bureau. In the event of any inconsistency between these Rules and any other document as between the Members (as defined below), the provisions of these Rules shall apply except where expressly stated otherwise for the period of any such inconsistency and in the event of any conflict between these Rules and the Articles the Members shall procure and vote in favour at the request of the Board (as defined below) such modification to the Articles as shall be necessary to cure such conflict.

2 Interpretation of the Rules

For the purposes of these Rules

- (a) "Board" means the Board of the Bureau
- (b) "Bureau" means the Motor Insurers' Bureau
- (c) "Data Quality Requirements" means the requirements for data on the MID (including but not limited to Mandatory Policy Data) to be complete and accurate and compliant with -
 - (i) TTS Targets,
 - (ii) The Regulations
 - (iii) the requirements from time to time stipulated by the Department for Transport or any other governmental body who delegates its authority to the Bureau to operate the MID, and
 - (iv) any other guidelines, targets or criteria the Bureau may reasonably stipulate from time to time after prior consultation with the Department for Transport and/or the Financial Services Authority or other appropriate regulator
 - (v) any relevant terms contained in any Members' Participating Insurers Agreement

- (d) "Insured Motor Vehicle" means any motor vehicle insured by a Member
- (e) "Mandatory Policy Data" means in respect of each Insured Motor Vehicle the information required or to be provided by each Member pursuant to -
 - (i) the Regulations, or
 - (ii) the functional specification provided to all Members by the Bureau from time to time
- (f) "Member" means a member of the Bureau
- (g) "MID" means the Motor Insurance Database maintained by the Bureau
- (h) "MID 1" means that part of the MID which relates to Insured Motor Vehicles or policies concerning Insured Motor Vehicles which are insured on an individual basis
- (i) "MID 2" means that part of the MID which relates to Insured Motor Vehicles or policies concerning Insured Motor Vehicles which are not related to MID 1, in particular those generally referred to as "Fleet and/or motor trade"
- (j) "The Regulations" means The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003
- (k) "Review Dates" means in each calendar year 31 March, 31 July and 30 November
- (l) "TTS Targets" means timelines to supply Mandatory Policy Data set by the Bureau after agreement with the Department for Transport from time to time which, at the date of adoption of these Rules, are as follows -
 - (i) for MID 1 up to 31 December 2007 all Mandatory Policy Data is to be on the MID within 14 days of any relevant change,
 - (ii) for MID 1 from 1 January 2008 all Mandatory Policy Data is to be on the MID within 7 days of any relevant change,
 - (iii) for MID 2 all Mandatory Policy Data concerning policies is to be on the MID within 14 days of any relevant change, and

- (iv) for MID 2 all Mandatory Policy Data concerning an Insured Motor Vehicle is to be on the MID within 21 days of any relevant change

3 Compliance with Overriding Principles of Data Quality Compliance

- (a) If the Board determines any Member fails to comply with Article 76 (2) of the Articles in respect of the Data Quality Requirements (“DQR Failure”) the provisions of this Rule 3 shall apply
- (b) If following any determination by the Board that there has been a DQR Failure by any Member, the Bureau shall notify such Member (“the Defaulting Member”) in writing of the DQR Failure and the criteria and measurements the Board, on behalf of the Bureau, applied to determine such DQR Failure and stipulate the procedure the Bureau requires such Defaulting Member to implement to attempt to cease or reduce such DQR Failure which may include but not be limited to -
 - (i) what remedial steps must be taken by the Defaulting Member to remedy the DQR Failure,
 - (ii) what forum, procedures and methods of review the Bureau will wish to implement to discuss, assess and measure the Defaulting Member’s DQR failure (including representations by the Defaulting Member on its views on whether or not there has been a DQR Failure) and the process for reviewing and measuring the Defaulting Member’s rectification or reductions of the DQR failure,
 - (iii) the timescales and action plans to be taken by a Defaulting Member and/or the Bureau to implement the matters set out in Rules 3 (b) (i) and (ii), and
 - (iv) supporting documentation required by the Bureau from a Defaulting Member to measure and demonstrate rectification of or reductions in any DQR Failure
- (c) Any deadline or criteria set by the Board for rectification or reduction in any DQR Failure may be a series of deadlines or criteria or a specific deadline or criteria as the Board may reasonably determine depending on the Board’s view of the extent and degree of the DQR Failure by the Defaulting Member

- (d) Without prejudice to the Bureau's ability to raise additional levies under Rules 4 and 5 below if the Board having set prescribed deadlines and criteria for a Member to rectify or reduce any DQR Failure the Bureau determines that the Defaulting Member has not achieved sufficient improvements in meeting Data Quality Requirements having carried out the processes set out in Rules 3 (b) and (c) the Bureau may after prior consultation with the Financial Services Authority determine that such Defaulting Member shall cease to be a Member of the Bureau in which case the provisions of Article 11 of the Articles (subject to Article 76 (4) of the Articles) shall apply

4 MID Compliance

- (a) As separate and additional obligations to the obligation set out in Rule 3 each Member shall at all times from -
 - (i) the date of adoption of these Rules to 31 December 2007 ensure all Mandatory Policy Data relating to 95% of all Insured Motor Vehicles to which MID 1 relates will be fully and properly on the MID within 14 days of any relevant change,
 - (ii) 1 January 2008 ensure all Mandatory Policy Data relating to 95% of all Insured Motor Vehicles to which MID 1 relates will be fully and properly on the MID within 7 days of any relevant change, and
 - (iii) 1 January 2008 ensure all Mandatory Policy Data relating to 95% of all policies for MID 2 shall be on the MID within 14 days of any relevant change
- (b) The Bureau shall on the Review Dates assess and determine whether each and every Member has complied with the TTS Targets and in particular, but not limited to, those obligations set out in Rule 4 (a) by reference to the Bureau assessing the Member's compliance with the TTS Targets referred to in Rule 4 (a) over the three months immediately preceding the relevant Review Date as a rolling 3 month figure or in the month immediately preceding the relevant Review Date in isolation
- (c) If following any Review Date any Member has failed to comply with its obligations concerning the TTS Targets set out in Rule 4 (a) by

reference to both of the measurements and assessments made by the Bureau under Rule 4 (b) above any such Member shall pay a levy (in addition to any levy payable under Article 15 of the Articles) which shall be

- (i) 0.2% of such Member's then last annual levy payment made under Article 15 attributable in the case of any failure to meet TTS Targets set out in 4 (a) (i) and (ii) levy premiums for MID 1 business in that year as specified in Rule 5 (1) (e) (i) and in the case of any failure to meet TTS Targets set out in 4 (a) (iii) levy premiums attributed to MID 2 business in that year as specified in Rule 5 (1) (e) (ii) (in each case the "Relevant Previous Year Levy"), plus
- (ii) an additional sum being a percentage of 1.8% of such Member's Relevant Previous Year Levy set out below by reference to every one percent or part thereof by which the number as a percentage of Insured Motor Vehicles or policies that are on the MID for the relevant period on the Review Date is less than 95% of the total number of Insured Motor Vehicles or policies that should have been fully and properly on the MID for the relevant period on the Review Date in relation to that Member

1.8% of Relevant Previous Year Levy	TTS Targets Shortfall below 95%	Additional levy under Rule 4(c) (ii) as a percentage of the Relevant Previous Year Levy
10%	94.0+	0.18%
11%	93.0+	0.198%
12%	92.0+	0.216%
13%	91.0+	0.234%
15%	90.0+	0.27%
17%	89.0+	0.306%
19%	88.0+	0.342%
21%	87.0+	0.378%
23%	86.0+	0.414%
25%	85.0+	0.45%

1.8% of Relevant Previous Year Levy	TTS Targets Shortfall below 95%	Additional levy under Rule 4(c) (ii) as a percentage of the Relevant Previous Year Levy
30%	84.0+	0.54%
35%	83.0+	0.63%
40%	82.0+	0.72%
45%	81.0+	0.81%
50%	80.0+	0.9%
60%	79.0+	1.08%
70%	78.0+	1.26%
80%	77.0+	1.44%
90%	76.0+	1.62%
100%	<76.0%	1.8%

- (d) No additional levy on any one occurrence under Rule 4 (c) shall be less than £2,000 or exceed £500,000 and in the event that such additional levy would have been less than £2,000 but for this Rule 4 (d) the Member to which such additional levy applies shall pay £2,000 and in the event such additional levy would then exceed £500,000 but for this Rule 4 (d) the Member to which such additional levy applies shall only pay an additional levy of £500,000
- (e) The provisions of Rule 4 (c) shall not apply to any Member on a particular Review Date in respect of a Member's non-compliance with Rules 4 (a) (i) and (ii) if
- (i) on that Review Date Mandatory Policy Data or relevant changes thereto relating to 95% of all Insured Motor Vehicles of all Members to which MID 1 relates were fully and properly on the MID over the three months immediately preceding the relevant Review Date as a 3 month rolling figure or in the month immediately preceding the relevant Review Date in isolation, and
 - (ii) that Member
 - (aa) from the date of adoption of these Rules that Member has always achieved MID 1 TTS Targets of not less than those set out in Rule 4 (a) (i) being

95% of all Insured Motor Vehicles to which MID 1 relates will be fully and properly on the MID within 14 days of a relevant change, and

- (bb) has consistently maintained and improved to the reasonable satisfaction of the Bureau its performance against TTS Targets set out in Rule 4 (a) (i) from 1 January 2008 since its previous measurement against those TTS Targets under Rule 4 (a)

- (f) The provisions of Rule 4 (c) shall not apply to any Member on a particular Review Date in respect of a Member's non-compliance with Rule 4 (a) (iii) if on that Review Date Mandatory Policy Data or relevant changes thereto relating to 95% of all Insured Motor Vehicles of all Members to which MID 2 relates were fully and properly on the MID over the three months immediately preceding the relevant Review Date as a 3 month rolling figure or in the month immediately preceding the relevant Review Date in isolation,
- (g) The provisions of Rule 4 (c) shall not apply to any Member on a particular Review Date if it would apply but for the fact any Member has only been a Member of the Bureau for a period less than six months on any Review Date

5 Appeals and Payment of Additional Levies

(1)

- (a) The Bureau will notify in writing any and each Member to whom an additional levy under Rule 4 (c) is payable by as soon as is reasonably practicable under Rule 4 (b)
- (b) Any Member who is required to pay an additional levy under Rule 4 shall have 21 calendar days from receipt of the notice set out in Rule 5 (1) (a) to appeal in writing against the payment of such additional levy (or the amount of such levy) by notice in writing to the Bureau including providing the written grounds for its appeal
- (c) The Bureau shall consider any written appeal and the Member's grounds for such appeal under Rule 5 (1) (b) acting in good faith and the Bureau shall notify such Member in writing within 21 calendar days

of receipt of the Member's written appeal and grounds for appeal of its decision which shall be final and binding

- (d) Any additional levy payable by a Member pursuant to Rule 4 (c) shall be payable within 21 calendar days of the Bureau's notice to that Member that the additional levy is due unless such Member has appealed under Rule 5 (1) (b) against such additional levy or the amount of the additional levy in which case if the Bureau's finding on appeal pursuant to Rule 5 (1) (c) is that such levy is still payable or part thereof is still payable then the Member shall pay such additional levy within 7 calendar days of receipt of the Bureau's decision in writing under Rule 5 (1) (c)
- (e) For the purpose of these Rules
 - (i) MID 1 leviable premiums are the leviable premiums for the following classes of business
Private Car Comprehensive,
Private Car Non-Comprehensive, and
Motor Cycles
 - (ii) MID 2 leviable premiums are the leviable premiums for the following classes of business
Commercial,
Fleet, and
Other

- (2) Any appeals in respect of any cessation of membership of the Bureau of any Member shall be carried out pursuant to Article 76 (4) of the Articles

6. Notice

- (a) Any notice required to be given under these Rules, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as in the case of the Bureau its registered office address and in the case of any Member that the current address for that Member in the Bureau's register of Members
Any notice or other communication shall be deemed to have been duly received,
 - (i) if delivered personally, when left at the address, or

- (ii) if sent by pre-paid first class post or recorded delivery, at 9 00am on the second Business day after posting, or
 - (iii) if delivered by commercial courier, on the date and at the time that their courier's delivery receipt is signed
- (b) The provisions of this Rule 6 shall not apply to the service of any proceedings or other documents in any legal action

7. Late Payments

The provisions of Article 17 shall apply to any late payment made under Rule 5 (1) (d)

8. Rule Changes

Subject to all Members receiving 3 months prior written notice of any changes to these Rules from the date of such notice the Bureau may make such changes to these Rules as it may determine from time to time provided that the Bureau will not implement such changes without prior consultation with the Department for Transport

9. Delegation of Powers

The Board may delegate any powers and functions of the Board under these Rules to the Executive Management of the Bureau