Review of the Uninsured and Untraced Drivers' Agreements

Covering letter

The Secretary of State for Transport is a party with the Motor Insurers' Bureau (MIB) to two agreements, the Uninsured Drivers' Agreement and the Untraced Drivers' Agreement. These Agreements provide a framework within which the MIB investigates claims and provides compensation to victims of accidents occurring in Great Britain and caused by uninsured or untraced drivers.

The Motor Insurers' Bureau (MIB) was established in 1946 to compensate the victims of negligent uninsured and untraced motorists. Every insurer which underwrites comprehensive motor insurance is obliged, by virtue of the Road Traffic Act 1988, to be a member of the MIB and to contribute to its funding. The MIB is a company limited by Guarantee registered in England and Wales whose registered office is at Linford Wood House, 6-12 Capital Drive, Milton Keynes MK14 6XT.

The Agreements are updated periodically in accordance with changes in law and practice, including UK and EU law. The current Uninsured and Untraced Agreements date from 13 August 1999 and 7 February 2003 respectively. The Department has reviewed both Agreements to see if amendments are necessary. It is important to ensure that the Agreements are fully up to date and provide appropriate compensation and associated procedures for claimants in accordance with the jurisprudence of Great Britain and the European Union.

We have worked with the MIB, as the other contracting party to the Agreements, in this process of review. The MIB has been able to provide their perspective on how the process works in practice and what practical issues the MIB and claimants face in pursuing a claim. We recognise the valuable work that the MIB has already done with Association of Personal Injury Lawyers (APIL) and Motor Accident Solicitors Society (MASS) to discuss and resolve issues under the Uninsured Drivers' Agreement; while it was important for us not to prejudge the outcome of the review process, there are many elements of that work which made good practical sense and you will see reflected here in our proposals for change. We need to ensure the Agreements are compliant with the law but, in doing so, seek to have Agreements which are straightforward and

easy to understand; this is a balance that needs to be struck. It also needs to be borne in mind that ultimately, premium paying motorists bear the costs of all claims paid under the Agreements.

The next step in our review is to share with you the changes we propose to make and we welcome your views. The purpose of this document is to concentrate on the significant issues which we believe require change – in our redrafting of the Agreements we also want to make minor changes to clarify existing clauses but without changing what they intend to achieve.

The issues are listed under four main section headings in a consultation document in the attached annex. These are:

1. Procedural requirements;
2. Appeals and disputes;
3. Provisions concerning costs; and
4. General issues.

You are invited to comment on any aspect of our proposals or suggest other amendments and it would be helpful to us if you provide an explanation and evidence for your views.

If you wish to respond you can send comments to Christopher Curson at Road User Licensing Insurance and Safety Division in the Department for Transport, Zone 3/21 Great Minster House, 33 Horseferry Road, Marsham Street, London, SW1P 4DR or by email to Drivers.Agreements@dft.gsi.gov.uk

This is a targeted consultation because those we are consulting have the most interest in the Agreements. It will also be published on the DfT website. The consultation period will be eight weeks. Please ensure your responses reach us by 26 April 2013 at the latest.

What are the next steps?

The Department will examine all responses. We aim to publish a response to the consultation within three months of the closure date.

Annex A

CONSULTATION PAPER

SECTION 1

PROCEDURAL REQUIREMENTS

This section examines the requirements on the claimant concerning the notice and service of documents.

Notice obligations on the claimant. ***Uninsured Agreement only***

What is the current position?

Clauses 8 to 12 of the Uninsured Agreement set out various procedural and notice requirements for submitting a claim which a claimant must meet in order for the MIB to consider liability and, if it accepts liability, subsequently to pay damages. If any of these requirements are not met, the MIB has no obligation to pay the claim.

What do we propose?

The procedural requirements imposed under these clauses are cumbersome and, in circumstances where a claimant unwittingly fails to comply with all aspects, place an unfair burden on claimants to give notice. Whilst it is important that the MIB is given adequate warning of proceedings against a motorist where it might ultimately be called upon to satisfy the claim, we would prefer to reduce this burden and the scope for relatively inconsequential errors.

Accordingly, we propose to replace these clauses with a requirement (1) to name the MIB as an additional defendant in a claim from the outset, (2) to submit the claim form to the MIB as required by the present clause 7 within a reasonable time frame and (3) to serve MIB by a method of service acceptable in legal proceedings in accordance with the Civil Procedure Rules; if these conditions were met, then many of the current procedural and notice obligations on the claimant under the Agreement

would effectively be met by a different route. As a party to the action from the outset, the MIB would receive all the relevant notices from the Court as a fully-fledged party and this would therefore remove the need for the claimant to take separate steps to notify the MIB under the current clauses. Accordingly, we could then remove the current clauses. Furthermore, such a change would more accurately reflect what, in any case, already frequently happens in practice.

In addition to removing clauses 8 to 12, we would remove clause 13 which, as it stands, requires claimants to pursue insurance details from the relevant driver, whether in person, via the vehicle keeper or by lodging a complaint with the police. We consider that this requirement has become obsolete following the advent of the Motor Insurance Database (MID).

Question 1

Do you agree that, if the MIB is required to be named as an additional defendant in a claim and the claim form is submitted to the MIB within a reasonable time frame, then the procedural or notice obligations on the claimant in clauses 8 to 12 of the present Uninsured Agreement can be removed? If you do not agree, can you please explain your reasons why?

Question 2

Do you agree that clause 13 serves no useful purpose any more?

Question 3

What do you consider to be a reasonable timeframe for the claim form to be submitted to the MIB and when it should run from?

<u>The service of documents by claimants.</u> ***Untraced Agreement only***

What is the current position?

Clause 29 of the Untraced Agreement explains that any service of a notice or document by the claimant on the MIB should be by fax, or by registered or recorded delivery, and that evidence of this must be by transmission report from the sender's fax machine or a postal receipt.

What do we propose?

We consider that more flexible arrangements should apply as well as the MIB having a discretion to allow additional time for service if the claimant can demonstrate compelling reasons for needing the same. We therefore propose to allow service by any form which is allowed under the Civil Procedure Rules. We propose to introduce an option for claimants to appeal to an independent arbitrator to determine whether an extension of the normal time limit is justified in the circumstances if the MIB refuses an extension. (also see section 2 for a full explanation).

Question 4

Do you agree that a claimant should be able to serve documents by any of the forms allowed under the Civil Procedure Rules? If not why not?

The appointment of an arbitrator to approve a claim for protected parties such as minors and those without mental capacity if they are not legally represented. ***Untraced Agreement only***

What is the present position?

Clause 25 of the Untraced Agreement makes provision for those who are under a 'disability'. These are claimants who are either minors or have any other circumstance affecting their capacity to manage their own affairs. Typical of the second category will be those who have received severe brain injuries as a result of an accident. There is currently no requirement to appoint a litigation friend who can act on the claimant's behalf at any stage under the Untraced Agreement; this is because there is no need to obtain an "unsatisfied judgment" in court to trigger MIB's obligation to pay under the Agreement. A court does not have to approve an award made by the MIB because there are no court proceedings involved.

What do we propose?

The vast majority of minors and others without capacity to manage their own affairs are legally represented and as such have the benefit of expert advice about their claim. We would expect there to continue to be only a small number of claims from such people every year who choose to proceed without legal advice. In these cases, the MIB may pay the award into trust, but is only likely to do so if there is doubt about whether it is

appropriate for the parents or another person to receive the award on the protected party's behalf. We do not think that we need to insist on legal representation as such in these cases but, to ensure better protection of these parties when they are unrepresented, we propose the appointment of an arbitrator at the award stage of the claim to approve the award that MIB propose.

Question 5

Do you agree that, for protected parties without legal representation, an arbitrator should be appointed to approve any award made by the MIB? If you do not agree, please give your reasons?

SECTION 2.

APPEALS AND DISPUTES

This section looks at the extent to which the MIB can exercise discretion and deals with the rights of claimants to challenge the decisions of the MIB. Underlying our proposals is the desire for a system which recognises the need for discretion to operate, but without encouraging claimants to make frivolous appeals.

The right for claimants to refer a dispute to an independent arbitrator for a decision ***Untraced Agreement only***

What is the current position?

Clause 19 (1) of the Untraced Agreement requires a claimant to give notice of an appeal to the MIB within six weeks of the MIB communicating its decision to the claimant if he /she:

- does not accept the MIB's decision to decline an award;
- disputes the basis on which it proposed to make an award; or
- disputes the award itself.

Clause 28 (2) of the agreement allows a claimant four weeks to appeal to an arbitrator in respect of a dispute which does not relate to an award.

Under both these clauses, the MIB initially determines whether an appeal has been submitted within time. At present there is no discretion built in to allow the limit to be extended if the appeal is found to be late.

What do we propose?

We propose to make it clear that an arbitrator can decide if an appeal has been brought within the requisite time limit.

We consider there are limited circumstances where a more flexible approach should apply - for example in complex claims which require more consideration, or if a claimant is unwell so they are unable to give notice of appeal within the time limits. If we look at the Civil Procedure Rules, a claimant would be able to ask a Court, namely a body with no interest in the outcome of the action, to determine how the time limits apply in a particular case or, if appropriate, to apply discretion to allow more time. We want to mirror this approach more closely in the Untraced Agreement and allow a more flexible arrangement on the time limits such as to permit, under certain limited circumstances, an extension beyond the six weeks or four weeks laid out in present clauses 19 (1) and 28 (2). We, therefore, propose to allow the appointment of an independent arbitrator to determine whether relaxation of the time limits is appropriate, thereby avoiding this decision being left solely to the MIB's discretion.

However, we are concerned that a more flexible time limit could be open to abuse or at least frivolous challenges. We would want to adopt safeguards to prevent this, perhaps by only permitting extensions of time in a narrow range of circumstances. Our intention is that there should be no absolute guillotine at the end of six weeks which would unfairly penalise claimants.

We also propose under the new Agreement that all disputes are dealt with under a single dispute resolution procedure rather than as provided by the present Agreement which gives claimants different rights depending on the nature of the dispute. We believe that this would be easier for claimants to understand and for the MIB to operate.

Question 6

Do you agree that, under the Untraced Agreement, an independent arbitrator could be appointed to determine whether an extension of time should be allowed or whether an appeal is in time? If you do not agree, please explain your reasons?

Question 7

What narrow range of circumstances do you think would help prevent abuse of the process?

Question 8

Do you agree that there should be a single dispute resolution process?

<u>The extent to which an arbitrator's decision is binding on the claimant and the MIB.</u> ***Untraced Agreement only***

What is the current position?

If a claimant wants to appeal, he or she signs an undertaking to abide by the decision of the arbitrator (see clause 19(2)(d)). The Agreement does not place the MIB under the same obligation to abide by an arbitrator's decision, although, in practice, the MIB always accepts the arbitrator's determination as final (subject to following the full appeal process if necessary, i.e. through to an oral hearing),

What we propose?

We propose that the new Agreement would expressly require the MIB, as well as the claimant, to accept the arbitrator's decision as final. If either party does not like the arbitrator's decision, it would have to demonstrate that the arbitrator had made a serious error under the Arbitration Act 1996 or the Arbitration (Scotland) Act 2010 in order to be able to appeal to the civil courts.

Question 9

Do you agree that the MIB as well as the claimant should be required to agree that they accept the arbitrator's decision as final? If not, why not?

<u>The right to an oral hearing with an arbitrator in respect of all disputes</u>. ***Untraced Agreement only***

What is the present position?

A claimant has a right of appeal against the MIB's decisions by referring a dispute to an independent arbitrator. However, a claimant has no

automatic right to an oral hearing in front of an arbitrator in a dispute with the MIB when that dispute does not relate to the award. Presently an arbitrator in such circumstances can order an oral hearing under clause 28(10) if the arbitrator feels it is necessary. We consider this is inconsistent with the position in a case where the at fault driver in an accident is identified or insured; in such a case a claimant could go to court and present their case in person.

What do we propose?

A claimant would be allowed the right of an oral hearing with the arbitrator for all disputes with the MIB, regardless of whether the dispute involves the award. However, in order to discourage frivolous or hopeless disputes being submitted for oral consideration, the claimant would be subject to a potential costs award against them if the arbitrator concluded that there were no reasonable grounds for having requested the hearing.

Question 10

Do you agree with our proposal that a claimant should be entitled to an oral hearing for all disputes, including those not related to the award? If not, what are your reasons?

Question 11

Do you agree that there should be the potential for an arbitrator to impose a costs penalty if unreasonable challenges are made and pursued to an oral hearing? If not, what are your reasons?

The right of a claimant to challenge the MIB's request for information or to take particular steps. ***Uninsured Agreement only***

What is the present position?

The MIB can ask a claimant to supply it with information or documentation in order to assess the claim at various stages.

The MIB can also require the claimant (subject to offering an indemnity as to costs) to take all reasonable steps to obtain judgment against every person who may be liable in respect of the injury or death or damage to property.

Any such reasonable requests are conditions precedent to the MIB's liability. The agreement is clear where a reasonable request is made but not complied with, but what is not clear is what would constitute a reasonable request and what would amount to adequate compliance with such a request.

However, if there is a dispute about the reasonableness of the MIB's request for information, or of its requirement that the claimant take a particular step in proceedings, Clause 19 entitles either the claimant or the MIB to refer the dispute to the Secretary of State for Transport for a determination, whose decision is final.

In practice, there are four scenarios in which disputes of this sort may be referred for consideration under Clause 19. These are under:

- Clause 7(1) – if there is a dispute as to whether the application gives sufficient information about the relevant proceedings and other matters relevant to the Agreement or as to whether MIB reasonably requires sight of further documents.
- Clause 9(2)(g) – if there is a dispute concerning the information about the relevant proceedings which the MIB asserts that it reasonably requires.
- Clause 11(2) – if there is a dispute as to the further information which the MIB may require the claimant to provide to an insurer or to itself under this clause.
- Clause 14(1) – if there is a dispute as to whether the claimant has taken all reasonable steps to obtain judgment against all persons who may be liable for the injury or damage in question.

What do we propose?

We want to ensure that any new process does not frustrate a valid claim for compensation. In most cases, the MIB will be named as a party to Court proceedings so will receive all the information necessary to process a claim (see issue 1 proposal on page 3). However, we recognise that the vast majority of claims do not proceed to court and do not, therefore, result in a judgment. In these cases, we propose to clarify that the circumstances in which the MIB could reject a claim on grounds of this type are limited to those cases where the information is clearly relevant and necessary to determine the claim.

We want to mirror more closely the arrangements which would apply if this was a dispute in court. If there is a dispute about the reasonableness

of the MIB's request, then we propose that the claimant or the MIB should have the opportunity to refer such a dispute to an independent arbitrator. The arbitrator would be a QC appointed by the Secretary of State on a rota, similar to the present set up under the Untraced Agreement. We propose that the arbitrator's determination will be final. We consider an appeal to an independent arbitrator is more appropriate than an appeal to the Secretary of State who, as a party to the Agreement, albeit one who stands neither to gain nor lose by the determination of specific cases, may not be perceived as sufficiently independent.

In practice, we do not expect there to be many cases of this type, in particular because we also propose to remove the obligations in some of the clauses over the application of which a dispute is likely to arise (see proposed changes under Issue 1 on page 3).

Question 12

Do you agree that claimants should be able to appeal to an independent arbitrator rather than the Secretary of State if they dispute the reasonableness of the MIB's request for information under the Uninsured Agreement (present clause 19)? If not, what are your reasons?

SECTION 3.

PROVISIONS ON COSTS

This section deals with provisions concerning legal costs. The Untraced Drivers' Agreement is an inquisitorial process in which MIB is required to investigate claims and present its decision to the claimant, along with the relevant evidence. The need for legal advice is therefore limited to advice about submitting the claim and about the correctness of MIB's decision or the amount of any award made. Therefore, the position concerning the costs regime is very different to that in a court process.

The legal costs regime. ***Untraced Agreement only***

What is the current position?

In the case of a claimant who receives legal advice, at least some of the costs of obtaining that advice, including solicitors' and barristers' fees, are recoverable under the Agreement (Clause 10) and in accordance with the formula set out in the Schedule at the end of the Agreement. The Agreement makes no provision for the percentage-based formula in the Schedule to be varied under any circumstances.

The effect of the Agreement is, for example, that, when an award falls between £20,000 and £150,000, there is no change in the costs payable (£3,000) and this has not changed since the Agreement was signed in 2003.

By virtue of the minimum fixed cost payable of £500, it also provides, in essence, a fixed cost award of £500 in respect of the cost of obtaining legal advice in any case worth up to £3,300 or so which in many cases will substantially overcompensate the claimant for any proportionate and necessary legal advice particularly in straight forward property damage only cases.

What do we propose?

We propose to retain a costs regime which enables a claimant to recover costs based on a percentage of the award because it is transparent, easy to understand and is linked to the size of the award. We also intend to retain the current percentage formula, but to require the MIB, if asked to, to consider awarding more by way of legal costs in exceptionally complex cases. The size of the award or severity of the injury is not necessarily an indication of the complexity of the claim. We therefore propose to allow a claimant the right to appeal to an arbitrator if the MIB does not award more legal costs in an "exceptionally complex" case.

We think a distinction has to be made between those who choose to incur additional legal costs over and above the level needed to ensure access to justice (bearing in mind the obligations imposed on MIB by the scheme of the Agreement), and those who necessarily incur additional costs due to the exceptionally complex nature of their claim.

We are also mindful that for straightforward low value claims at the bottom end of the cost scale, a guaranteed £500 of recoverable legal costs will, in many cases, exceed the actual costs incurred. Given that the MIB rather than claimants are obliged to investigate claims under the Untraced Agreement, the amount of legal costs incurred should be relatively low. The figure also appears out of kilter with civil claims of a similar nature.

For example, under the small claims track for claims worth up to £5,000 (where any personal injury element to the claim is worth no more than £1,000), the legal fees recoverable are limited to £80 and this is only where proceedings are issued.

We propose therefore to look at the category of very low value claims and what legal costs would be appropriate. We would be seeking to achieve a degree of parity between costs recoverable by those claimants that go through the civil claims procedure and those that claim under the Untraced Drivers Agreement as we consider that this would be the fairest approach to legal costs recovery. We welcome your views on how this would be best achieved.

In addition, the Agreement has the costs regime clauses in different places so we would propose to consolidate these into a single costs clause in the new Agreement.

Question 13

Do you agree that there should be more flexibility for the MIB to award more for legal expenses in exceptionally complex cases? If so, in what circumstances do you feel that such a discretion should apply?

Question 14

Do you agree that the claimant should have the right of appeal to an arbitrator to challenge the MIB's refusal to award supplementary costs in an exceptionally complex case?

Question 15

Do you have any comments on how fixed costs at the bottom end of the scale could be amended to more accurately reflect the actual amount of legal fees which will necessarily be incurred in a low value, straightforward claim?

<u>Payment of interest on awards</u> ***Untraced Agreement only***

What is the current position?

Clause 9 of the Agreement concerns the payment of interest on awards and requires MIB to include an amount representing interest "in an appropriate case". On one reading, the wording may seem to imply that the MIB has a broad discretion as to whether to award interest, which is neither the intention nor reflects the MIB's practice. In addition, the current wording requires a date related to MIB's receipt of the police report to be used as a trigger point for the calculation of the amount of interest.

What do we propose?

We propose to amend the wording of the clause so that it is clear the MIB will include interest when making any award (which would be the case if the claim was before a civil court) on the basis of the prevailing court rates and taking into account any interim payments made to the claimant.

The trigger point dates from which interest would run would be as follows:
a) For General damages: from the date of the formal award or rejection.
b) For Special damages: from the date of accident.

Question 16

Do you agree with our proposal that the Agreement should be amended to make it clear that the MIB will include interest as if the claim was before a civil court? If not, please explain why not?

SECTION 4.

GENERAL ISSUES

<u>Knowingly entering an uninsured vehicle.</u> ***Both Agreements***

What is the present position?

The two Agreements already exclude from compensation those who knowingly enter into an uninsured vehicle which is subsequently responsible for an accident (clauses 5(1)(c)) of the Untraced Agreement and 6(1)(e) of the Uninsured Agreement. This is specifically allowed by EU law.

In determining how these exclusions can be applied, clauses 6(3)(d) of the Uninsured Drivers Agreement and 5(2)(d) of the Untraced Drivers Agreement create an evidential presumption in respect of a claimant who can be shown to know various facts about a negligent driver (including whether that driver owns or is the keeper of the relevant or any vehicle as well as any relevant employment status of the driver). This is a complicated clause that is virtually never applied.

What do we propose?

We have no plans to change the essential thrust of these provisions. But we do propose removing clause 6(3)(d) of the Uninsured Drivers Agreement and clause 5(2)(d) of the Untraced Drivers Agreement as they serve no real purpose and are excessively complex.

Question 17.

Do you agree that we should remove clauses 5(2)(d) and 6(3)(d) of the Untraced and Uninsured Agreements respectively? If not, why not?

The introduction of a definition of "Crime" in the Uninsured Agreement to mirror that in the Untraced Agreement. (**Uninsured Agreement only)**

What is the present position?

The Uninsured Agreement bars the award of compensation to claimants who are passengers in a responsible vehicle who know that the vehicle is being used for crime. The Agreement does not provide a definition of crime whereas 'crime' is defined in the Untraced Agreement so as to exclude road traffic offences save for driving without insurance.

What do we propose?

We propose to make the Uninsured Agreement comparable to that in the Untraced Agreement by introducing a definition of crime to match that at clause 5(4)(c) of the Untraced Agreement.

Question 18

Do you agree that we should introduce a definition of crime in the Uninsured Agreement like that in the Untraced Agreement? If not, please explain why not?

<u>Scottish Arbitrators</u> (Both Agreements)

What is the present position?

Clause 21 (3) of the Untraced Agreement concerns the appointment of arbitrators on a rota by the Secretary of State for Transport. In Scotland, arbitrators are QCs appointed to the panel by the Lord Advocate.

What do we propose?

It is no longer considered that the Lord Advocate has the authority to continue with the appointment of arbitrators in Scotland. Therefore, we will amend the Agreements to reflect that arbitrators in Scotland must be appointed by the Lord President.

Question 19

If there are any grounds why the Agreements should not be changed to reflect that the Lord President has powers to appoint arbitrators in Scotland, let us know.

SUMMARY OF QUESTIONS

SECTION 1. PROCEDURAL REQUIREMENTS

Question 1

Do you agree that, if the MIB is required to be named as a second defendant in a claim and the claim form is submitted to the MIB within a reasonable time frame, then the procedural or notice obligations on the claimant in clauses 8 to 12 of the present Uninsured Agreement can be removed? If you do not agree, can you please explain your reasons why?

Question 2

Do you agree that clause 13 serves no useful purpose any more?

Question 3

What do you consider to be a reasonable timeframe for the claim form to be submitted to the MIB and when it should run from?

Question 4.

Do you agree that a claimant should be able to serve documents by any of the forms allowed under the Civil Procedure Rules? If not why not?

Question 5

Do you agree that, for protected parties without legal representation, an arbitrator should be appointed to approve any award made by the MIB? If you do not agree, please give your reasons?

SECTION 2. APPEALS AND DISPUTES

Question 6

Do you agree that, under the Untraced Agreement, an independent arbitrator could be appointed to determine whether an extension of time should be allowed or whether an appeal is in time? If you do not agree, please explain your reasons?

Question 7

What narrow range of circumstances do you think would help prevent abuse of the process?

Question 8

Do you agree that there should be a single dispute resolution process?

Question 9.

Do you agree that the MIB as well as the claimant should be required to agree that they accept the arbitrator's decision as final? If not, why not?

Question 10

Do you agree with our proposal that a claimant should be entitled to an oral hearing for all disputes, including those not related to the award? If not, what are your reasons?

Question 11

Do you agree that there should be the potential for an arbitrator to impose a costs penalty if unreasonable challenges are made and pursued to an oral hearing? If not, what are your reasons?

Question 12

Do you agree that claimants should be able to appeal to an independent arbitrator rather than the Secretary of State if they dispute the reasonableness of the MIB's request for information under the Uninsured Agreement (present clause 19)? If not, what are your reasons?

SECTION 3. PROVISIONS ON COSTS

Question 13

Do you agree that there should be more flexibility for the MIB to award more for legal expenses in exceptionally complex cases? If so, in what circumstances do you feel that such a discretion should apply?

Question 14

Do you agree that the claimant should have the right of appeal to an arbitrator to challenge the MIB's refusal to award supplementary costs in an exceptionally complex case?

Question 15

Do you have any comments on how fixed costs at the bottom end of the scale could be amended to more accurately reflect the actual amount of legal fees which will necessarily be incurred in a low value, straightforward claim?

Question 16

Do you agree with our proposal that the Agreement should be amended to make it clear that the MIB will include interest as if the claim was before a civil court? If not, please explain why not?

SECTION 4. GENERAL ISSUES

Question 17

Do you agree that we should remove clauses 5(2)(d) and 6(3)(d) of the Untraced and Uninsured Agreements respectively. If not, why not?

Question 18

Do you agree that we should introduce a definition of crime in the Uninsured Agreement like that in the Untraced Agreement? If not, please explain why not?

Question 19

If there are any grounds why the Agreements should not be changed to reflect that the Lord President has powers to appoint arbitrators in Scotland, let us know.

LIST OF CONSULTEES

ABI
Association of Personal Injury Lawyers (APIL)
BIBA
Citizens' Advice Bureau
Criminal Injuries Compensation Authority
Disabled Living Foundation
Equality and Human Rights Commission
Forum of Insurance Lawyers (FOIL)
Headway
Law Society of England and Wales
Law Society of Scotland
Lord Advocate in Scotland
Lloyds Market Association (LMA)
MASS (Motor Accident Solicitors Society)
MIND (the National Association for Mental Health)
Ministry of Justice
Motor Insurers Bureau (MIB)
Personal Injury Bar Association (PIBA)
RAC
Roadpeace
Scottish Association for Mental Health
The Automobile Association
The Bar Council
The Faculty of Advocates
The Spinal Injuries' Association
Victim Support