THE HIGH COURT

RECORD NO.2005/1057P

BETWEEN

MICHAEL CAMPBELL

PLAINTIFF

AND
PADRAIG O'DONNELL
AND
GAVIN BOYLE
AND
THE MOTOR INSURERS BUREAU OF IRELAND

DEFENDANTS

Judgment of Finnegan P.delivered on the 26th day of July 2005

The Proceedings

1. This claim arises out of a road traffic accident which occurred on the 31st July 2002 when the Plaintiff was travelling in a motor car which was struck by another motor car the property of the first named Defendant and driven by the second named Defendant.The Plaintiff claims that the collision occurred as a result of the negligence of the first named Defendant and the second named Defendant whose vehicle was not insured.In these circumstances the Motor Insurers Bureau of Ireland is named as a third Defendant.In its defence the third named Defendant raises the following plea -

> "The Plaintiff is not entitled to issue proceedings without reference to the Personal Injuries Assessment Board and accordingly these proceedings are misconceived and ought to be dismissed."

The Personal Injuries Assessment Board Act 2003.

2. The long Title to the Act reads as follows –

> An Act to enable, in certain situations, the making of assessments, without the need for legal proceedings to be brought in that behalf, of compensation for personal injuries (or both such injuries and property damage), in those situations to prohibit, in the interests of the common good the bringing of legal proceedings unless any of the parties concerned decides not to accept the particular assessment or certain other circumstances apply, to provide for the enforcement of such an assessment, for those purposes to establish a body to be known as the Personal Injuries Assessment Board and to define its functions and to provide for related matters.

3. The Act applies to certain civil actions.Civil action is defined in section 4 of the Act -

> ""civil action" means an action intended to be pursued for the purpose of recovering damages, in respect of a wrong, for—
>
> (a) personal injuries, or
>
> (b) both such injuries and damage to property (but only if both have been caused by the same wrong),
>
> but does not include—
>
> (i) an action intended to be pursued in which, in addition to damages for the foregoing matters, it is bona fide intended, and not for the purpose of circumventing the operation of section 3, to claim damages or other relief in respect of any other cause of action,
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> (ii) an application for compensation intended to be made under the Garda Síochána (Compensation) Acts 1941 and 1945,
>
> (iii) an action intended to be pursued in respect of an alleged breach by the State or any other person of a provision of the Constitution,
>
> (iv) an action intended to be pursued under section 3 of the European Convention on Human Rights Act 2003."

4. Section 3 of the Act sets out those civil actions to which the Act applies –

> "3. —This Act applies to the following civil actions—
>
> (a) a civil action by an employee against his or her employer for negligence or breach of duty arising in the course of the employee's employment with that employer,
>
> (b) a civil action by a person against another arising out of that other's ownership, driving or use of a mechanically propelled vehicle,
>
> (c) a civil action by a person against another arising out of that other's use or occupation of land or any structure or building,
>
> (d) a civil action not falling within any of the preceding paragraphs (other than one arising out of the provision of any health service to a person, the carrying out of a medical or surgical procedure in relation to a person or the provision of any medical advice or treatment to a person)."

5. Part II of the Act prohibits the bringing of proceedings in respect of a civil action to which the Act applies unless conditions

specified in that Part are satisfied.Principally under section 10 a claimant must first make an application under that Part to the Personal Injuries Assessment Board for an assessment.Where the Board makes an assessment which is or is deemed to be accepted the Board will issue an order to pay.

6. The Act provides in section 40(1) as follows –

> "40. —(1) As between—
>
> (a) the claimant and the respondent or respondents, and
>
> (b) 2 or more respondents,
>
> an order to pay shall, without prejudice to the other provisions of this Chapter, operate as if it were a judgment of a court given for the amount or amounts concerned."

7. One effect of this provision is that the Road Traffic Act 1961 section 76 applies to an order to pay consequent upon an assessment by the Personal Injuries Assessment Board.

8. The Act in section 4 provides that "wrong" has the same meaning as it has in the Civil Liability Act 1961.The Civil Liability Act 1961 section 2 defines "wrong" –

> ""Wrong" means a tort, breach of contract or breach of trust, whether the act is committed by the person to whom the wrong is attributed or by one for whose acts he is responsible, and whether or not the act is also a crime, and whether or not the wrong is intentional."

9. The Act in section 10 prohibits the bringing of proceedings in respect of a relevant claim unless the conditions specified in Part II of the Act are satisfied: principally an application must first be made to the Board and the proceedings authorised by the Board.Proceedings are defined in section 4 of the Act –

> ""proceedings" means proceedings in Court".

The Motor Insurers Bureau of Ireland

10. While the Motor Insurers Bureau of Ireland is not mentioned in the 2003 Act the Road Traffic Act 1961 section 78 provides as follows –

> 78.—(1) A person shall not carry on mechanically propelled vehicle insurance business within the meaning of section 3 of the Insurance Act, 1936, unless—
>
> (a) he is a member of the Bureau, or
>
> (b) there is in force an undertaking by him in terms approved of by the Minister that he will deal with third party claims in respect of mechanically propelled vehicles insured by him on terms similar to those standing agreed from time to time between the Minister and the Bureau in respect of the Bureau.

11. The function of the Motor Insurers Bureau of Ireland is best understood in the context of the Road Traffic Act 1961 section 76

> 76.—(1) Where a person (in this section referred to as the claimant) claims to be entitled to recover from the owner of a mechanically propelled vehicle or from a person (other than the owner) using a mechanically propelled vehicle (in this section referred to as the user), or has in any court of justice (in proceedings of which the vehicle insurer or vehicle guarantor hereinafter mentioned had prior notification) recovered judgment against the owner or user for, a sum (whether liquidated or unliquidated) against the liability for which the owner or user is insured by an approved policy of insurance or the payment of which by the owner or user is guaranteed by an approved guarantee, the claimant may serve by registered post, on the vehicle insurer by whom the policy was issued, or on the vehicle insurer or the vehicle guarantor by whom the guarantee was issued, a notice in writing of the claim or judgment for the sum, and upon the service of the notice such of the following provisions as are applicable shall, subject to subsection (2) of this section, have effect:
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> (a) the insurer shall not after service of the notice pay to the owner or user in respect of the sum any greater amount than the amount (if any) which the owner or user has actually paid to the claimant in respect of the sum;
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> (b) where the claimant has so recovered judgment for the sum, or after service of the notice so recovers judgment for the sum or any part thereof, the insurer or guarantor shall pay to the claimant so much of the moneys (whether damages or costs) for which judgment was or is so recovered as the insurer or guarantor has insured or guaranteed and is not otherwise paid to the claimant, and the payment shall, as against the insured or principal debtor, be a valid payment under the policy or guarantee;
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> (c) where the claimant has so recovered judgment for the sum, or after service of the notice so recovers judgment for the sum or any part thereof, and has not recovered from the owner or user or such insurer or guarantor the whole amount of the judgment, the claimant may apply to the court in which he recovered the judgment for leave to execute the judgment against the insurer or guarantor, and thereupon the court may, if it thinks proper, grant the application either in respect of the whole amount of the judgment or in respect of any specified part of that amount;
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> (d) where the claimant has not so recovered judgment for the sum, the claimant may apply to any court of competent jurisdiction in which he might institute proceedings for the recovery of the sum from the owner or user for leave to institute and prosecute those proceedings against the insurer or guarantor (as the case may be) in lieu of the owner or user and the court, if satisfied that the owner or user is not in the State, or cannot be found or cannot be served with the process of the court, or that it is for any other reason just and equitable that the application should be granted, may grant the application, and thereupon the claimant shall be entitled to institute and prosecute those proceedings against the insurer or guarantor, and to recover therein from the insurer or guarantor any sum which he would be entitled to recover from the owner or user and the payment of which the

insurer or guarantor has insured or guaranteed ;

(e) the insurer or guarantor shall not, as a ground for refusing payment of moneys to the claimant or as a defence to proceedings by the claimant, rely on or plead any invalidity of the policy or guarantee arising from any fraud or any misrepresentation or false statement (whether fraudulent or innocent) to which the claimant was not a party or privy and which, if constituting a misdemeanour under this Part of this Act, was not the subject of a prosecution and conviction under the relevant section of this Act.

(2) Where, in respect of any one act of negligence or any one series of acts of negligence collectively constituting one event, there are two or more claimants and the total of the sums claimed for damages for injury to property or for which judgment has been recovered for damages for such injury exceeds the sum which the insurer or guarantor has insured or guaranteed, the liability, as regards each claimant, of the insurer or guarantor in relation to such damages shall be reduced to the appropriate proportionate part of the sum insured or guaranteed.

(3) Subsections (1) and (2) of this section apply only to claim against the liability for which an approved policy of insurance or an approved guarantee is required by this Act to be effected.

(4) Where a person (hereinafter referred to as the insured) who has effected an approved policy of insurance, if an individual, becomes bankrupt or insolvent or dies or, if a corporate body is wound up or, if a partnership or other unincorporated association, is dissolved, moneys payable to the insured under the policy shall be applicable only to discharging in full all valid claims by third parties against the insured in respect of which those moneys are payable, and no part of those moneys shall be assets of the insured or applicable to the payment of the debts (other than those claims) of the insured in the bankruptcy or insolvency or in the administration of the estate of the insured or in the winding-up or dissolution, and no such claim shall be provable in the bankruptcy, insolvency, administration, winding-up or dissolution.

(5) A reference in this section to the owner or user of a mechanically propelled vehicle shall, where the context so admits, be construed as including a reference to his personal representative.

12. The effect of the section is that provided an insurer under an approved policy of insurance has prior notice of proceedings against its insured it will be obliged to satisfy any judgment obtained in those proceedings subject to the limitations in and the requirements of the section and proceedings may be taken against it to compel it to do so.The intention of the successive agreements entered into by the Bureau with the Minister is to put a person injured as a result of the use of a vehicle which is uninsured in substantially the same position as if the vehicle was indeed insured in relation to an award of damages in his favour.

13. The relevant agreement for the purposes of these proceedings is the 1988 agreement.By the agreement the Bureau agreed with the Minister that the agreement could be enforced by a person making a claim against the Bureau by citing the Bureau as a co-defendant or as a sole defendant.Subject to the pre conditions in the agreement the Bureau will satisfy, subject to the limitations and exclusions in the agreement, judgments obtained against the owners and drivers of uninsured vehicles.

14. It is difficult to determine the basis of a claim against the Bureau.In *Hardy v Motor Insurers Bureau* 1964 2 All ER 742 at 744 Denning M.R.dealing with the agreement in the United Kingdom said –

> "This was, on the face of it, a contract between two parties for the benefit of a third person.No point is taken by the Defendants that it is not enforceable by the third person.I trust that no such point will ever be taken."

15. In *Fire, Auto & Marine Insurance Co.Ltd.v Greene 1964 2 All ER 761* the insurer did indeed take the point and it was accepted that an agreement made with a Minister of the Crown and published in a White Paper by Royal command is an agreement still, and gives those whom the Minister intends to benefit no right to enforce it.

16. In *Bowes v Motor Insurers Bureau of Ireland 2000 2 IR 79* Murphy J.at page 87 said –

> "The surprising feature of the arrangements made between the executive in this jurisdiction (and in the United Kingdom) and with the insurance industry was that it took the form of an agreement between the Minister concerned and the corporate body representing the industry.The uncompensated victims of motor accidents could not in law enforce the obligations undertaken by the insurance industry in those agreements as there was no privity between them and the Motor Insurers Bureau of Ireland.This serious difficulty was overcome before 1988 by a simple and effective device: the Motor Insurers Bureau of Ireland did not in this jurisdiction (or the Motor Insurance Bureau in the United Kingdom) take any point if and when they were sued by a judgment creditor seeking to recover on foot of a judgment for personal injuries obtained against a negligent driver."

17. If it is the case that the Motor Insurers Bureau of Ireland are sued in the courts only on the basis of their concession of not raising the defence of res inter alios acta it seems to me to follow that the claim is not based on a wrong committed by the Motor Insurers Bureau within the definition of wrong in the Civil Liability Act 1961 adopted by the Act of 2004.

Submission of the Motor Insurers Bureau of Ireland

18. On behalf of the Bureau it is submitted that the action is a civil action within the statutory definition as its purpose is the recovery of damages in respect of a wrong.The definition does not require that the wrong be that of the Defendant.The phrase "in respect of" in the definition of civil action having regard to the policy of the Act which is to be derived from the Long Title – to enable assessments to be made without the need for legal proceedings – should be construed broadly.This objective can be the better realised if the Bureau is a party to the assessment procedure.Regard should be had to the words "in respect of a wrong" which are not the equivalent of "for a wrong".Words and phrases legally defined (1989) at page 404 deals with the phrase "in respect of ".Reliance is placed on the following passage –

> "Australia.The words "in respect of" are difficult of definition but they have the widest possible meaning of any expression intended to convey some connection or relation between the two subject matters to which the words refer.*Trustees, Executors and Agency Company Limited v Reilly (1941) v L.R.110 at 111 Mann C.J."*

19. This view is endorsed in *Paterson v Chadwick 1972 2 All E.R.772* as guidance as to the ordinary meaning of the phrase.Again in *R (Geologistics Limited) v Financial Services Compensation Scheme 2003 E.W.H.C.629 (Admin) at 1709* Davis J.accepted the view of Mann C.J.as to what is ordinarily conveyed by the phrase and went on to say that it conveys "a degree of connection".

20. There is it is submitted a sufficient degree of connection between the wrong relied upon by the Plaintiff and the Motor Insurers Bureau to require an application to the Board before proceedings are commenced.

21. The cause of action is one to which the Act applies pursuant to section 3(d) thereof the action not falling within section 3(a), (b) or (c).Further the action does not come within the exception to the definition of civil action at section 4(1)(i).The purpose of the action is to recover damages in respect of personal injuries or personal injuries and damage to property.While the relief claimed against the Bureau is usually a declaration the true relief is the payment of damages in respect of the wrong.If one has regard to section 4(1), (ii), (iii) and (iv) which exclude from the ambit of the 2003 Act actions under the Garda Siochana (Compensation) Acts 1941 and 1945, actions for damages for breach of a provision of the Constitution and actions for damages under section 3 of the European Convention on Human Rights Act 2003 it is clear that had it been the intention of the Legislature to exclude actions in which the Bureau were involved one would expect that to be expressly provided.

Submission on behalf of the Minister for Transport
22. The Minister for Transport applied to be joined as a Notice Party and on consent of the parties the Minister was so joined.Counsel on behalf of the Minister adopted the arguments advanced on behalf of the Bureau.In relation to section 4(1)(i) of the 2003 Act he submitted that civil action is defined by reference to the intention and purposes thereof – an action intended to be pursued for the purpose of recovering damages in respect of personal injuries and/or damage to property.Section 4(ii), (iii) and (iv) exclude from the definition specific causes of action: had it been intended to exclude from the ambit of the Act other causes of action intended to be pursued for the purpose of recovering damages the Legislature would have expressly done so and in particular they have not done so in relation to claims coming within the Motor Insurers Bureau of Ireland Agreement.

Submissions of the Plaintiff
23. The Plaintiff's principal contention is that this action is not a civil action within the meaning of section 4(1)(d) of the 2003 Act.Alternatively if it is such an action it comes within the exclusion contained in section 4(1) – an action to claim damages or other relief in respect of another cause of action.

24. The Plaintiff first of all places reliance on the provisions of Clause 2 of the 1988 Agreement which provides that a claimant for compensation may seek to enforce the Agreement by making a claim to the Bureau by citing the Bureau as a co-defendant in proceedings or by citing the Bureau as sole defendant.Thus, it is argued, if the claimant sought to pursue any other avenue to recover compensation it would be open to the Bureau to rely on non compliance with the Agreement.

25. Next the Plaintiff relies on the terms of Clause 3 of the 1988 Agreement which sets out pre-conditions to the Bureau's liability.None of these require the involvement of the Bureau in the procedures of the Board.

26. Next reference is made to Clause 4 of the Agreement.It is clear from this that the liability of the Bureau is restricted to injury to the person or damage to property which is required to be covered by an approved policy of insurance.Clause VII of the Agreement restricts the liability of the Bureau in respect of damage to property.An application to the Board is not restricted in either of these ways.Thus the amount recoverable from the Bureau and the amount recoverable from the Board may not be the same.

27. The Plaintiff focuses on the phrase "cause of action" in section 4(1) of the Act.In *Hegarty v O'Loughran 1990 1 IR 149 at 154* Finlay C.J.dealt with the meaning of the phrase –

> "In particular, the Defendants relied upon the decision of the Court of Appeal in *Reid v Browne (1888) 22 QBD 128*.That case concerned the regional jurisdiction of the Mayor's Court in London which depended upon establishing that a cause of action was one which was arising wholly or in part within the city of London or the liberties thereof.Lord Esher M.R.in delivering what was in effect the unanimous judgment of the Appeal Court stated as follows at p.131 –
>
> > "What is the real meaning of the phrase "a cause of action arising in the city?" It has been defined in *Cooke v Gill Law Rep 8 C.P.107* to be this: every fact which it would be necessary for the Plaintiff to prove, if traversed, in order to support his right to the judgment of the Court.It does not comprise every piece of evidence which is necessary to prove each fact, but every fact which is necessary to be proved."

28. The Defendants submit that applying the reasoning contained in this judgment to an action for tort, breach of duty or breach of contract causing personal injuries the essential facts which a Plaintiff would have to prove in order to succeed in obtaining judgment would be, firstly, the wrong, and secondly, the existence of a personal injury caused by that wrong.To succeed in a claim against the Bureau additional facts are required to be proved and in particular compliance with the terms of the 1988 Agreement.Therefore it is submitted the cause of action against the Bureau is a different cause of action.Thus even if section 3(d) of the Act applies to this action the exclusion in section 4(1)(i) of the Act takes it outside the ambit of section 3(d).

29. The Plaintiff contends that there is no prejudice to the Bureau as a result of claims against it being excluded from the provisions of the 2003 Act in that in order to recover on foot of any award by the Bureau the Plaintiff in an action against the Bureau must satisfy additional requirements - these include compliance with the conditions precedent to liability under the provisions of the Agreement and that the user complained of is a user for which compulsory insurance is required by the Road Traffic Act 1961.

30. In its express provisions the 2003 Act makes no reference either to the Bureau or to an insurer.The definition of "respondent" in the Act is unhelpful.The Act makes no provision in respect of claims which arise as a result of the negligence of an untraced motorist.

Conclusion
31. In interpreting the 2003 Act I have regard to the Long Title.The Legislative intention was to prohibit the bringing of legal proceedings in respect of claims for compensation for personal injuries or personal injuries and damage without the procedure before the Personal Injuries Assessment Board established by the Act being complied with.However the Act is not of universal application to these circumstances but is to apply only in certain situations.The phrase used is "compensation" and not damages.While damages are compensatory in nature historically the two words damages and compensation have a different meaning.The former were available at common law while compensation and not damages was available in a Court of Equity.The position altered with the Chancery Amendment Act 1858 (Lord Cairns' Act) which removed doubts as to the power of the Courts of Equity to grant relief by way of damages.See *Grant v Dawkins & Ors 1973 3 All ER 897* and *Keating & Ors v Bank of Ireland & Ors 1983 ILRM 295*.If the 2003 Act persevered in using the term "compensation" throughout this would have made it clear that the legislative intention was to capture within the ambit of the Act actions other than those for compensatory damages: this it does not do.Apart from the Long Title throughout the Act the phrase used is "damages".

32. Recourse to the Long Title as an aid to interpretation of a provision of an Act should only be had where there is an ambiguity:

Ward v Holman 1964 2 All ER 729, R v Galvin 1987 2 All ER 851.In this case I am satisfied that the provisions of the Act with which I am concerned are not so clear as to preclude me having recourse to the Long Title.

33. I turn first to the definition of civil action – "an action intended to be pursued for the purpose of recovering damages, in respect of a wrong".The ambiguity, it appears to me, in this definition is as follows.An action against a wrongdoer within the definition of wrong contained in the Act comes within the ordinary meaning of the phrase "for the purpose of recovering damages in respect of a wrong": that is, the intention of the action is to obtain an award of damages.The intention of an action against the Bureau is not to obtain an award of damages but rather to compel the Bureau to honour for the benefit of a successful plaintiff the agreement entered into with the Minister.However if one gives effect to the word "recovering" it can fairly be said that the intention of the action is to recover from the Bureau the award of damages obtained against the wrongdoer.The effect is to place the injured party in substantially the same position as if the wrongdoer was insured the Bureau taking the place of the insurer.Adopting this approach and giving effect to the phrase "in respect of" in accordance with *Trustees, Executors and Agency Company Limited v Reilly* and *Patterson v Chadwick* supra the claim against the M.I.B.I.is in respect of a wrong.The wrong I accept is not, in the express terms of the definition required to be that of the wrongdoer.Adopting a purposive approach having regard to the Long Title I hold that the action against the Bureau is a civil action within section 4 of the Act: while not an action for damages it is an action to recover damages and in respect of damages.

34. It is then necessary to consider whether this action comes within the exception at section 4(1)(i) of the Act.The question is whether this action in addition to damages for the wrong giving rise to the same is intended to claim damages or other relief in respect of any other cause of action.While I accept the correctness of the definition of cause of action in *Hegarty v O'Loughran* supra I am not satisfied that that definition is apposite in the present case.It is a canon of constructions that words are primarily to be construed in their ordinary meaning or common or popular sense and as generally understood unless the context requires some special or particular meaning to be given: *Stephens v Cuckfield R.D.C.1962 All ER 716 at 719.Halsburys Laws of England Third Edition Volume 1 at paragraph 9* has this to say –

> "The popular meaning of the expression "cause of action" is that particular act on the part of the Defendant which gives the Plaintiff his cause of action".

35. In this sense the cause of action against the uninsured Defendants is negligence.As against the Bureau there is strictly speaking no cause of action as the law does not confer upon a non party a right to sue upon a contract: *Bowes v Motor Insurers Bureau of Ireland* supra.However it is the negligence of the uninsured Defendants that triggers the proceedings and without which act the proceedings could not be maintained even with the concession invariably made by the Bureau that an action is maintainable against it.For this reason I take the view that the cause of action against the Bureau is the same as that against the uninsured Defendants.While the relief claimed may be a declaration or specific performance in terms of pleading, the intention of joining the Bureau in an action is to recover damages for negligence awarded against uninsured Defendants.Accordingly the action does not come within the exception at section 4(1)(i).While the action against the Bureau does not come within section 3(b) of the Act it comes within section 3(d) and is a civil action to which the Act applies.

36. It is permissible to have regard to consequences in construing a statute if the statute is ambiguous.One consequence of the construction which I have adopted is that it is consistent with the scheme of the Act the Act envisaging that the proceedings before the Board should be inter partes.It is reasonable to expect that a proportion of uninsured drivers will not take part in an assessment before the Board and in the case of an untraced driver this will invariably be the case.On the interpretation which I have placed upon the Act the Bureau will be involved at the assessment stage and accordingly the legislative intention of enabling assessments to be made without the need for legal proceedings of compensation for personal injuries achieved.

37. It is appropriate that I should deal with the submissions made on behalf of the Plaintiff insofar as I have not dealt with the same in arriving at my decision.

38. Insofar as reliance is placed upon the terms of the 1988 Agreement Clause 2 I do not accept that the Bureau could rely on non compliance with the Agreement in the manner suggested.The Agreement in addition to providing that recovery from the Bureau could be secured by instituting proceedings against the Bureau either as a co-defendant or a sole defendant envisages settlement.Should the Bureau not accept the assessment proceedings can be instituted against it for recovery as heretofore and the provisions of Clause 2 of the Agreement would thereby be complied with.With regard to Clause 3 of the Agreement while it is the case that the pre-conditions to the Bureau's liability do not require the involvement of the Bureau in the procedures of the Board the terms of the Agreement cannot regulate the construction of the Act.The conditions set out in Clause 3 can be dealt with before the Bureau or after the assessment by the Bureau as appropriate: it is expected that the Bureau will adapt the application of the conditions precedent to accommodate the procedures of the Board and that the Board will likewise adapt its procedures to accommodate the involvement before it of the Bureau.With regard to Condition 4 it is the case that the liability of the Bureau will not be co-extensive in terms of quantum with the liability of the uninsured respondent before the Board.However any issue to arise in this regard can be dealt with in proceedings against the Board to recover damages.I see no reason why the Board should not assess the portion of the total damages award for which the Bureau is liable.Should the Board choose not to do so in the absence of agreement this can be determined in proceedings against the Board.

39. While I have taken a different view of the meaning of cause of action to that contended for by the Plaintiff I do accept that in order to succeed in a claim against the Board there are additional proofs to be satisfied by the Plaintiff.If the assessment by the Board is not accepted an authorisation to institute proceedings will issue and those proofs can be dealt with in the action instituted against the Bureau pursuant to the authorisation.

40. Finally the Plaintiff is correct in drawing attention to this fact that the Act makes no reference to the Bureau or indeed to an insurer.However it seems to me that the Act must be read in context and in this regard I bear in mind the provisions of the Road Traffic Act 1961 as to insurance, the provisions of section 76 thereof and the Agreement, in this case the 1988 Agreement, entered into between the Bureau and the Minister.Having regard to the provisions of the Road Traffic Act 1961 section 71 which imposes upon an insured to give notice of an event in consequence of which the insurer may become liable to make a payment an insurer is in a different position to the Bureau in that it will be aware of such an event and may provide in policy terms for its involvement in the procedures before the Board.The Bureau is not in the like position and the interpretation which I have placed on the Act remedies this situation.

41. Having regard to the construction which I place upon the Act the Plaintiff was not entitled to issue these proceedings without the authorisation of the Personal Injuries Assessment Board.