

Harrogate u3a – Car sharing advice to Group Leaders.

Introduction:

Members of a Harrogate u3a group such as a walking group can car share. For many charities this is a common and practical arrangement provided that the following safeguards are followed:

1. General

Group Members offering or accepting lifts must do so by private arrangement and at their own risk. Such arrangements must be negotiated directly between each driver and his/her passenger(s) and NOT by the group's leader or other group members. Any car sharing must be voluntary and not a condition for participating in a group's activities.

2 Insurance

Drivers must ensure that they hold a valid driving licence and appropriate motor insurance.

Drivers using their own private cars should check that their motor insurance covers social, domestic and pleasure use, which normally includes giving lifts where no profit is made.

Appendix 1 explains in more detail the limited scope of Harrogate u3a Public Liability Insurance as it applies to using private cars for u3a activities.

3 Costs

Passengers may contribute towards: - petrol costs - parking charges – tolls , but the driver should not make a profit.

4. Practical Precautions

It is sensible to remind all the group's members that: -

- lifts are by private arrangement
- drivers must have appropriate insurance
- meeting points and return times should be agreed in advance

Appendix

National u3a Extract of Public Liability Insurance Answers & Questions - relating to members using their own cars for u3a activities

“Question: 7.1 Am I insured when using my own car for a u3a activity?

Answer: You are not automatically insured when using your own car for a u3a activity, you will need to check this with your own car insurer.

Question:7.2 Can u3a members offer lifts to other members and accept money towards petrol costs without compromising their car insurance policy?

Answer: Yes. But it is recommended that this is done as an informal arrangement between members.

Question: 7.3 Does the public liability insurance provide any cover whilst members are travelling in other members’ cars or on a coach or minibus?

Answer: The question of accidents in motor vehicles is complex. Any accident arising from the driving of a vehicle would fall outside the scope of public liability insurance because motor insurance is an entirely separate matter and such incidents are covered under a motor insurance policy. This would normally include accidents which occur whilst mounting or dismounting a vehicle. However, on a coach where one member is injured by the actions of another member in circumstances which have nothing to do with the vehicle, it may be covered by the public liability insurance.

Question: 7.4 What happens if I parked my car in a recognised car park whilst on u3a activities and it is damaged?

Answer: The policy provided is an insurance against the legal liability of the u3a and so any claim would have to prove negligence in some way against the u3a, for example, it would have to be shown that any accident to a parked car, whether in a recognised car park or not, has been occasioned wholly or in part by the negligence of the u3a. This would not normally arise just because the car owner had permission to use a recognised car park at, for example, a local school or village hall. For a claim to succeed against the u3a, the car owner would have to show that he had been led to expect that his property would be protected and would have to show that the u3a or its agents, had been negligent in failing to provide the proper level of protection.”