Motor Trade

Road Risks (any authorised driver) - scope of cover



1. Description of vehicles

Any motor vehicle the property of or in the custody or control of the Policyholder in connection with their business, but excluding:

- (a) Any steam driven vehicle
- (b) Any goods carrying vehicle used for hire or reward, but use
 - (i) of recovery vehicles licensed under the Recovery Vehicle Taxation Class
 - (ii) under a Trade Plate for the carriage of goods for demonstration purposes

in accordance with the regulations applicable to such licences, is not deemed to be hire and reward

- (c) Any vehicle owned by the Policyholder and hired under a hire purchase, leasing or contract hire agreement to any partner or director of the Policyholder or to any person in the Policyholder's employment unless said vehicle is in the custody or control of the Policyholder for repair, testing, servicing, maintenance, alteration, cleaning or inspection
- (d) Any vehicle being used for private hire having more than nine seats (Northern Ireland eight seats), including the driver's seat.
- (e) Any vehicle owned or operated by the Policyholder while being used for self drive hire

2. Persons or Classes of Persons entitled to drive

- (a) For demonstration, tuition or official test:
 - (i) the Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment who is driving on the order or with the permission of the Policyholder
 - (ii) any other person provided such person is driving with the permission of the Policyholder and is accompanied by any person entitled to drive as described in (i) above or by an Official Examiner.
- (b) For the purposes described in 3(a) and (c) below: The Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment who is driving on the order or with the permission of the Policyholder.
- (c) For the purposes described in 3(b) and (c) below:

 The Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment or the spouse of the Policyholder or of any partner or director of the Policyholder who is driving on the order or with the permission of the Policyholder.

The Policyholder or any partner or director of the Policyholder may also drive any vehicle

- (i) not owned by or in the custody or control of the Policyholder
- (ii) not owned by or hired under a hire purchase, leasing or contract hire agreement to such partner or director
- (d) Any customer of the Policyholder, or any person driving with the customer's permission, provided the vehicle is loaned or hired to the customer while the customer's vehicle is in the Policyholder's custody for repair, testing, servicing, maintenance, alteration, cleaning or inspection.

Provided that the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence.

3. Limitations as to Use

- (a) Use for the purpose of the Policyholder's business as a Motor Trader.
- (b) Use for social, domestic and pleasure purposes by the Policyholder or any partner or director of the Policyholder or any person in the Policyholder's employment or the spouse of the Policyholder or any partner or director of the Policyholder.
- (c) Use for towing any vehicle (mechanically propelled or otherwise).
- (d) Use for the purposes of the business of any customer of the Policyholder, or for social, domestic and pleasure purposes, provided the vehicle is loaned or hired to the customer while the customer's vehicle is in the Policyholder's custody for repair, testing, servicing, maintenance, alteration, cleaning or inspection.

The Policy does not cover:

- (a) use for the carriage of passengers for hire or reward (other than for private hire or in a recovery vehicle in the circumstances allowed under the Recovery Vehicle Taxation Class or for the purposes of tuition)
- (b) use in any competition, trial, performance, test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such events.
- (c) use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority which was not the property of the Policyholder or in his custody or control at the time of seizure.

The term 'private hire' means the letting of a vehicle with driver supplied to the hirer direct from the Policyholder's garage.