



E-HAILING INSURANCE REQUIREMENTS



TATACARA PELAKSANAAN PERKHIDMATAN *e-hailing* DI JPJ

(i) Cadangan nama baru untuk terminologi

- JPJ akan menggunakan terminologi “Kenderaan Persendirian *e-hailing*”

(ii) Tiada pendaftaran baharu. Semua kenderaan perlu didaftarkan sebagai Persendirian Individu (AB/AD) dan tukar kegunaan kepada Persendirian *e-hailing* (AH) *(NB : this regulation has now been suspended)*

(iii) Insurans - Selagi mana kenderaan yang berdaftar dengan JPJ menepati kehendak Seksyen 90 Akta 333 dan juga Kaedah 15, Kaedah-Kaedah Kenderaan Bermotor (Pendaftaran dan Pelesenan) 1959 tiada apa-apa pindaan perlu dibuat kepada mana-mana perundangan di bawah Akta 333. Walau bagaimanapun SPAD, LPKP dan PIAM hendaklah berbincang dengan lanjut bagi membentuk polisi yang akan terpakai kepada kenderaan *e-hailing*.

Check Certificate of Insurance



Certificate Index No.

M.X. 22.

Item 5 PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE*

- i) Normal private use
 - (a) The Policyholder
 - (b) Any other person who is driving on the Policyholder's order or with his permission.
- ii) E-hailing Private Hire
Any Authorised Private Hire Driver who is registered with the Licensing Authority and the e-hailing service provider in order to perform e-hailing services using this Car with the Policyholder's permission.

Provided further, that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Car, or has been so permitted and is not disqualified by an order of a Court of Law or by reason of any enactment or regulation in that respect from driving the Car.

Item 6 LIMITATIONS AS TO USE*

- i) Normal private use
Use only for social, domestic and pleasure purposes and for the Policyholder's business.
- ii) E-hailing Private Hire
Use for the carriage of passengers for private hire (as defined by the Licensing Authority) by any person who is licensed with that Authority and is registered by the e-hailing service provider to do so, and who also has the Policyholder's permission to do so.

The Policy does not cover use for hire or reward other than for Private Hire as defined by Agensi Pengangkutan Awam Darat (APAD) (also known as Land Public Transport Agency) and/or the Commercial Vehicle Licensing Board (CVLB) [which refers to the licensing authority in East Malaysia for public service vehicles] as the case may be, nor for the purpose of racing, pacemaking, reliability trial, speed-testing, nor for the carriage of goods other than samples in connection with any trade or business.

* Limitations rendered inoperative by Section 95 of the Road Transport Act 1987 (Malaysia) or Section 8 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore or Section 7 of the Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam, are not to be included under this heading.

CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES :



Cover under this **Policy** is extended by this endorsement on condition that the **Car** is fully licensed by **APAD and/or CVLB** in accordance with their licensing provision for e-hailing services for private cars (i.e. 'private hire'), and where all regulatory or administrative provisions for use for 'private hire' are fully complied with.

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

EVENTS WE COVER UNDER THIS ENDORSEMENT :



Every coverage already taken under this **Policy** will apply during the time the **Car** is **On Call** while providing a legitimate **e-hailing service**. In addition the insurance covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below :-

- (i) Loss or Damage to Your Own Car (as expressed under Section A of the **Policy**)
- (ii) Liability to Third Parties (as expressed under Section B of the **Policy**)
- (iii) Legal Liability to **Fare Paying Passengers**
- (iv) Personal Accident cover of RMXX,XXX due to accidental injury or death of the **Authorised e-Hailing Driver** in the course of driving the **Car**
- (v) Legal Liability of **Fare Paying Passengers for Negligent Acts**

(i) Loss of Damage to Your Own Car

Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car is On Call**.

(ii) Liability to Third Parties

Coverage for **Liability to Third Parties** will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car is On Call**.

(iii) Legal Liability to Fare-Paying Passengers

We shall pay towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

- a. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised e-Hailing Driver** and / or any member of **You** or **Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the e-hailing service;
- b. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and
- c. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and
- d. all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You** or **Your Authorised e-Hailing Driver**; and
- e. all liability caused by or contributed to by the e-hailing service provider and/or failure of the **e-hailing app**; and
- f. consequential loss of any kind arising from any of the above.

(iv) Personal Accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that the Company will pay the following compensation for bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and (2) where the bodily injury results in the Payable Injury within three calendar months of the occurrence of the Incident:-

(v) Legal Liability of Fare-Paying Passengers for Negligent Acts

We agree that the insurance provided under Section B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying Passenger** in **Your Car** on condition that the passenger:

- a. is not driving **Your Car**;
- b. is not entitled to indemnity under any other policy of insurance; and
- c. complies with all the terms and conditions of this **Policy** as though he were **You**.

This endorsement does not cover:

- a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
- b. damage to any property that belongs to or is held in trust or in the custody, care or control of **You or the passenger or which is being carried in Your Car**; and / or
- c. death or bodily injury to the driver or any passenger travelling in **Your Car** at the same time.



IMPORTANT INFORMATION:

E-hailing insurance cover provided under an annual extension of a motor policy (i.e. policy endorsement) covers all e-hailing operators for the whole duration of the motor policy.