PRIVATE HIRE CAR ENDORSEMENT (NON-TARIFF)

In consideration of the additional premium that **You** paid **Us** for this **Endorsement**, **We** agree that the **Policy** terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **Certificate of Insurance (CI)** and explained under **Section F/G: Definitions of words highlighted in the Policy / Section 10: Definitions** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an **E-Hailing Service** licence for the period the **Car** is driven by that **Authorised Private Hire Driver** who is assigned to this vehicle, in the following manner:-

TIME OF COVER

Effective date of **Private Hire Car Endorsement**:
as per the effective date of the Private Hire Car Endorsement stated in the schedule / endorsement schedule

Expiry date of **Private Hire Car Endorsement**:
as per the expiry date of the Private Hire Car Endorsement stated in the schedule / endorsement schedule

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 regard to '**Private Hire**' as mentioned in this **Policy** are 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.

I) 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 is fully explained under Section III 'Additional Extended Cover' below:

(i) Loss or Damage to **Your** Own **Car** (as expressed under Section A / Section 1 of the **Policy**)
(ii) Liability to Third Parties (as expressed under Section B / Section 2 of the **Policy**)
(iii) Legal Liability to **Fare-Paying Passengers**
(iv) Personal Accident cover of RM25,000 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**

II) ADDITIONAL DEFINITION OF TERMS

Authorised E-Hailing Driver – Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an **E-Hailing Service** provider for the purpose of performing **E-Hailing Services** using this **Car** and with the policyholder's permission to do so.

CVLB – The licensing authority in East Malaysia for public service vehicles, i.e., Commercial Vehicle Licensing Board.

E-Hailing App – The electronic mobile application provided by an intermediation business.

E-Hailing Services – The legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **E-Hailing App**. The description "**E-Hailing Services**" and "**Private Hire**" are synonymous and apply in context.

Fare-Paying Passenger(s) – Passenger(s) who pay a fare to be transported in the **Car** pursuant to an **E-Hailing Service** call together with every person who accompanies them in the same ride.

On Call – The period from the point the **Authorised E-Hailing Driver** logs on to the **E-Hailing App** until:
(i) the last **Fare-Paying Passenger** of the last trip has fully disembarked or alighted from the e-hailing **Car**, or
(ii) when the last trip on the **E-Hailing App** has ended or has been cancelled through the **E-Hailing App,** or
(iii) when the e-hailing driver logs off the **E-Hailing App** (i.e., the **Authorised E-Hailing Driver** is no longer available for **Private Hire** or to accept any trips for e-hailing),
whichever occurs later.

Private Hire – The licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **E-Hailing Service**.

APAD – The licensing authority for public service vehicles, i.e., Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

III) ADDITIONAL EXTENDED COVER

(i) Loss or Damage to Your Own Car

Coverage for loss or damage to **Your** own **Car** will follow the terms and conditions provided under Section (A) / Section 1 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) / Section 2 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 **Your** 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 following payable injury within three calendar months of the occurrence of the **Incident**:

	Payable Injury	**Scale of Compensation (RM)**
1	Death	25,000
2	Total and irrecoverable loss of sight in both eyes	25,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	25,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	25,000
5	Total and irrecoverable loss of sight in one eye	12,500
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	12,500

Provided always that:

a) Compensation shall be payable under one of the payable injury only in respect of any one person arising out of any one occurrence. The total liability of the Company shall not in the aggregate exceed the sum of RM25,000 during any one **Period of Insurance**.

b) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect, or infirmity or (2) an accident happening while such person is under the influence of intoxicating liquor or drugs.

c) No compensation shall be payable if the **Authorised E-Hailing Driver** is not authorised by the **Car** owner and the **E-Hailing Service** provider at the time of the **Incident** giving rise to the injury.

Subject otherwise to the terms of this **Policy**.

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

We agree that the insurance provided under Section B / Section 2 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 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.

IV) PREMIUM REFUND

You will be entitled to a refund of premium if no claim was incurred prior to the cancellation of this **Endorsement**. **Your** premium refund for the unexpired period will be calculated on a pro-rated basis from the date of cancellation of this **Endorsement** to the expiry date of this **Policy**.

V) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS

All other terms and conditions provided under this **Policy** are otherwise unchanged.