



ADVISORY GUIDELINES ON IN-VEHICLE RECORDINGS BY TRANSPORT SERVICES FOR HIRE

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PART I: INTRODUCTION AND OVERVIEW

1 Introduction

1.1 The Personal Data Protection Act 2012 (the “PDPA”) governs the collection, use and disclosure of individuals’ personal data by organisations. In particular, Parts III to VI of the PDPA set out the data protection obligations which organisations must comply with in respect of personal data of individuals that is in their possession or control (the “Data Protection Provisions”).

1.2 Developed in consultation with the Land Transport Authority (“LTA”), this document provides guidance on ensuring compliance with the Data Protection Provisions when in-vehicle recording devices (“IVRDs”), such as inward-facing cameras and audio recorders, which may capture the images and/or voices of individuals within the vehicles, are used by:

- a) organisations that lease vehicles to drivers who provide transport services for hire (hereinafter referred to as “Leasing Companies”);
- b) drivers providing transport services for hire who lease vehicles from Leasing Companies (not employees of the Leasing Companies) (hereinafter referred to as “Hirers”); and
- c) organisations providing transport services for hire¹, including drivers providing transport services for hire using their own vehicles² (hereinafter referred to as “Service Providers”).

In these guidelines, “transport services for hire” refer to transport services provided using vehicles such as taxis, private hire cars (e.g. limousine services including chauffeur-driven limousine services and GrabCar) and private charter buses. To be clear, IVRDs include any personal recording devices of Hirers and Service Providers that are used in the course of providing transport services for hire.

1.3 The following sections outline certain concepts and examples that address particular aspects of the PDPA, and are not meant to exhaustively address every obligation in the PDPA that would apply in that scenario.

¹ For example, ‘Service Providers’ include organisations that provide limousine services with chauffeurs who are employees of the organisation, or bus transport services with drivers who are employees of the organisation. The Data Protection Provisions do not apply to such drivers who are employees acting in the course of their employment with these organisations.

² This includes vehicles wholly owned by the driver, under hire purchase or other financing arrangements.

- 1.4 The PDPC has issued Advisory Guidelines on Key Concepts in the PDPA (the “Key Concepts Guidelines”) and Advisory Guidelines on the PDPA for Selected Topics (the “Guidelines on Selected Topics”), amongst others. This document should be read in conjunction with these guidelines, published on the PDPC’s website at www.pdpc.gov.sg.

PART II: APPLICATION OF THE DATA PROTECTION PROVISIONS TO THE USE OF IVRDS

2 Application of the PDPA to the use of IVRDS

Does the PDPA apply to in-vehicle recordings in transport vehicles for hire?

- 2.1 Under the PDPA, the term “personal data” refers to data (whether true or false) about an individual who can be identified from the data (whether alone or in combination with other information that the organisation has or is likely to have access to). In general, images, audio recordings³ and video recordings of identifiable individuals captured in in-vehicle recordings in transport vehicles for hire would comprise personal data. However, the content of communications in audio and video recordings, in and of themselves may not be considered personal data, unless they contain information about an individual that can identify the individual. For more information on what constitutes personal data, please refer to Chapter 5 of the Key Concepts Guidelines.

Does the PDPA apply to Leasing Companies, Hirers and Service Providers?

- 2.2 Every organisation⁴ is required to comply with the PDPA in respect of its personal data activities in Singapore, unless the organisation falls within a category of organisations specified in the PDPA as being excluded from the application of the PDPA. For more information relating to the categories of organisations which are excluded from the application of the PDPA, please refer to Chapter 6 of the Key Concepts Guidelines.
- 2.3 Generally, the PDPA would apply to Leasing Companies, Hirers and Service Providers in respect of their personal data activities in Singapore.

What data protection obligations are Leasing Companies, Hirers and Service Providers required to comply with?

- 2.4 Organisations that undertake activities relating to personal data are required to comply with the PDPA. In particular, the Data Protection Provisions are set out in Parts III to VI of the PDPA. The Data Protection Provisions contain nine main

³ An individual may be identified from his voice, for example, where a voice clip is sufficiently clear and of a sufficient duration.

⁴ Under the PDPA, “organisation” broadly covers natural persons, corporate bodies (such as companies) and unincorporated bodies of persons (such as unincorporated societies / associations), regardless of whether they are formed or recognised under the law of Singapore or whether they are resident or have an office or place of business in Singapore.

obligations – Consent, Purpose Limitation, Notification, Access and Correction, Accuracy, Protection, Retention Limitation, Transfer Limitation, and Openness Obligations. More information on the Data Protection Provisions can be found in the Key Concepts Guidelines.

- 2.5 The PDPA defines a category of organisations known as “data intermediaries” that process personal data on behalf of other organisations. The organisation that engages a data intermediary to process personal data on its behalf will be responsible for complying with all the Data Protection Provisions as if the personal data were processed by the organisation itself. The data intermediary that processes personal data for the purposes of another organisation *pursuant to a contract which is evidenced or made in writing* will only be subject to the Protection and Retention Limitation Obligations.
- 2.6 The Hirer may be considered a data intermediary of the Leasing Company in respect of the in-vehicle recording if the Hirer records, stores or retrieves personal data in the in-vehicle recording on behalf of and for the purposes of the Leasing Company. Where the Hirer records, stores or retrieves personal data in the in-vehicle recording on behalf of and for the purposes of the Leasing Company pursuant to a contract that is evidenced or made in writing, the Hirer will only be subject to the Protection and Retention Limitation Obligations. If the Hirer records, stores or retrieves personal data in the in-vehicle recording on his own behalf and for his own purposes, the Hirer will not be considered a data intermediary of the Leasing Company in respect of the recording, and will be responsible for complying with all the Data Protection Provisions in the PDPA.
- 2.7 It is important that Leasing Companies, Hirers and Service Providers are clear as to their obligations under the PDPA, and put in place the necessary policies and practices to meet these obligations. The Leasing Company should ensure that its Hirers are made aware of and exercise proper data protection practices when handling personal data captured in IVRDs. It is also important that Leasing Companies clearly set out in contracts which are evidenced or made in writing the respective responsibilities and liabilities of the Leasing Company and the Hirers in relation to the personal data collected, used or disclosed in the course of providing the transport services, including whether the Hirer is to record, store or retrieve personal data in IVRDs on behalf of and for the purposes of the Leasing Company. In the event of an investigation, PDPC will take into account such contracts and policies⁵ in determining whether or not the Hirer is processing personal data on behalf and for the purposes of the Leasing Company.

⁵ To be clear, PDPC will look at all relevant facts of the particular case.

2.8	<p>Example: Hirer who is a data intermediary of the Leasing Company in respect of the in-vehicle recordings</p> <p>A taxi operator ABC has in place policies regarding the IVRDs it installs in its taxis⁶, which stipulate that taxi drivers are only authorised to use these IVRDs on behalf of ABC and for ABC's purposes of ensuring the safety and security of passengers and the taxi driver, the processing of its insurance claims, as well as for investigations and law enforcement purposes.</p> <p>Where a taxi driver collects, uses or discloses the personal data contained in the in-vehicle recordings on behalf and for the purposes of ABC, he is likely to be a data intermediary of ABC.</p>
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- 2.9 Where the Hirer uses or discloses personal data from the IVRD on his own behalf or for purposes beyond what is required for the purposes of the Leasing Company, the Hirer will not be considered a data intermediary of the Leasing Company, and is subject to all the Data Protection Provisions in respect of such use or disclosure of personal data.

2.10	<p>Example: Hirer who is not a data intermediary of the Leasing Company in respect of the in-vehicle recordings</p> <p>A taxi operator DEF has in place policies regarding the use of IVRDs in its taxis, which stipulate that taxi drivers are only authorised to use IVRDs installed by DEF within the taxi and only for DEF's purposes of ensuring the safety and security of passengers and the taxi driver, the processing of its insurance claims, as well as for investigations and law enforcement purposes. DEF's policies also state that taxi drivers are not permitted to collect, use or disclose personal data using personal recording devices within the taxi.</p> <p>Where a taxi driver collects, uses or discloses the in-vehicle recordings, regardless of whether the recordings are captured by the IVRD installed by DEF or captured by his personal mobile phone, for his own purposes and not on behalf of DEF, he is unlikely to be considered to be a data intermediary of DEF.</p>
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⁶ The underlying question in relation to section 4(3) of the PDPA is whether the Hirer is processing personal data *on behalf of, and for the purposes of*, the Leasing Company. To be clear, whether it is the Leasing Company or Hirer who owns the recording device is not directly relevant in itself.

2.11 The Commission understands that while some Leasing Companies may have IVRDs installed in their rental vehicles, they may not require their Hirers to use the IVRDs or to otherwise process personal data captured in the IVRDs on their behalf and for their purposes. In addition, the lease agreements may not include any specific policies on the use of IVRDs, except that any use of the IVRDs are for the Hirers’ own purposes and not that of the Leasing Companies. In such cases, the Leasing Company would typically not be responsible for complying with all the Data Protection Provisions in respect of the Hirers’ collection, use and disclosure of the personal data in the in-vehicle recordings. Leasing Companies are nevertheless encouraged to inform its Hirers who provide transport services for hire of their responsibilities under the PDPA on the collection, use and disclosure of personal data collected in the in-vehicle recordings.

2.12	<p>Example: Hirer who provides transport service for hire is responsible for complying with all the Data Protection Provisions of the PDPA</p> <p>Leasing Company GHI owns a fleet of cars, some of which have IVRDs installed. GHI states in its rental contract that the memory card for IVRDs is not provided and IVRDs are installed for use at the Hirers’ discretion and not for GHI’s purposes. In addition, the contract provides that GHI will not be responsible for any collection, use and disclosure of in-vehicle recordings and, as any recording is not on behalf of GHI, the Hirer must not represent or do anything that may imply that it is collecting, using, disclosing or processing personal data on behalf of GHI. GHI also highlights in the contract that the Data Protection Provisions in the PDPA will have to be complied with in respect of any collection, use or disclosure of personal data in the in-vehicle recordings.</p> <p>Where a Hirer uses the rented car to provide transport service for hire and decides to use the IVRD to collect in-vehicle recordings, the Hirer is responsible for complying with all the Data Protection Provisions in respect of the collection, use and disclosure of the personal data recorded in the in-vehicle recordings.</p>
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2.13 In general, the PDPC will consider the facts of each particular case to determine whether the Leasing Company, the Hirer, or both will be held responsible for the collection, use or disclosure of the personal data, for example, whether the Hirer was processing personal data on behalf of and for the purposes of the Leasing Company.

2.14 Please refer to Chapter 6 of the Key Concepts Guidelines for more information on data intermediaries. Further details on the Protection and Retention Limitation Obligations can be found in Chapters 17 and 18 of the Key Concepts Guidelines.

3 Complying with Consent, Purpose Limitation and Notification Obligations

How can Leasing Companies, Hirers and Service Providers comply with the Consent, Purpose Limitation and Notification Obligations for in-vehicle recordings?

- 3.1 Leasing Companies, Hirers and Service Providers who are subject to the Consent, Purpose Limitation and Notification Obligations are required to notify individuals of the purposes and obtain their consent⁷ for collecting, using and disclosing their personal data if they record personal data of individuals through IVRDs, unless any exception applies. For example, consent need not be obtained for the collection, use or disclosure of personal data that is publicly available. For more information on the publicly available exception, please refer to paragraph 3.18 of this document.
- 3.2 Leasing Companies, Hirers and Service Providers should also ensure that they collect, use or disclose personal data only for purposes that are reasonable. Reasonableness of a purpose would depend on whether a reasonable person would consider it appropriate in the circumstances⁸.

How should notification be provided so as to obtain consent?

- 3.3 Leasing Companies, Hirers and Service Providers who are subject to the Consent, Purpose Limitation and Notification Obligations must notify individuals of the purposes for collecting, using and disclosing the individuals' personal data in order to obtain consent under the PDPA.
- 3.4 The PDPC notes that there are various means of notifying an individual of the purposes for collection, use and disclosure of his personal data. For example, Leasing Companies, Hirers and Service Providers may wish to place a prominent notice at an appropriate location on the window of the passenger door such that individuals boarding the vehicle are made aware, *before* they board the vehicle, that IVRDs are deployed in the vehicle for a particular purpose. Within the vehicle, notices setting out the purpose of the recording could also be placed at prominent locations and a recorded message may be played in the vehicle before the start of the journey to inform individuals that IVRDs are in operation. The PDPA does not prescribe the

⁷ Leasing Companies, Hirers and Service Providers may also consider if deemed consent may apply. An individual may be deemed to consent to the collection, use and disclosure of his personal data for a purpose, even though he is not notified by the organisation of the purpose, if the individual voluntarily provides the personal data to the organisation for that purpose and it is reasonable that the individual would do so. When it is unclear whether consent may be deemed, Leasing Companies, Hirers and Service Providers should obtain consent from the individual to collect, use or disclose his personal data (as the case may be) for the relevant purposes in order to avoid any dispute over whether consent was given.

⁸ Please refer to Chapter 9 and paragraph 13.4 of the Key Concepts Guidelines for more information on reasonableness.

manner of notification and the persons responsible for complying with the Notification Obligation should assess the most appropriate manner of notifying the individual of the purposes.

- 3.5 The PDPA also does not prescribe the content of such notifications. Generally, the notification should indicate that IVRDs are operating within the vehicle, and specify the purposes for the collection, use and disclosure of the personal data. For example, the notice could state that “in-vehicle video and/or audio recording is in operation for security and safety purposes”. If there are other purposes for the collection, use and disclosure of personal data, these should be stated as well.

<p>3.6</p>	<p>Example: Complying with the Consent, Purpose Limitation and Notification Obligations of the PDPA</p> <p>Taxi operator JKL places a prominent outward-facing notice indicating that IVRDs are in use in its taxis on the window of its taxis’ passenger doors. Within the taxis, another notice is placed on the dashboard and the back of the head rests facing the passenger seats, which states clearly that the collection, use and disclosure of in-vehicle video recordings are for the purposes of ensuring the safety and security of the taxi driver and the passengers.</p> <p>A passenger sees the notices when boarding the taxi, and continues to take the taxi service. In this case, JKL would be considered to have obtained consent for the collection, use and disclosure of the passenger’s personal data for those purposes⁹. JKL would also be in compliance with the Purpose Limitation Obligation under the PDPA if the collected personal data was subsequently used or disclosed for the purposes as specified in the notice.</p>
<p>3.7</p>	<p>Example: Leasing Company complying with the Consent, Purpose Limitation and Notification Obligations of the PDPA</p> <p>Leasing Company MNO provides limousine rental services. MNO has in place policies regarding the IVRDs it installs in its limousines, which stipulate that recordings will only be collected, used or disclosed for the purposes of ensuring the safety and security of the limousine driver and the passengers, as well as for the processing of insurance claims.</p>

⁹ Notwithstanding that Leasing Companies, Hirers and Service Providers may obtain consent for the collection, use and disclosure of the passenger’s personal data in in-vehicle recordings with notification to the passenger, Leasing Companies, Hirers and Service Providers may determine how they wish to obtain consent, including whether to obtain consent that is documented in video or audio format.

	<p>MNO is contracted by an overseas-based company XYZ to provide limousine services in Singapore for XYZ’s client, John.</p> <p>XYZ provides John with a form prepared by MNO that sets out the purposes for MNO’s collection, use and disclosure of personal data, in particular personal data captured by in-vehicle recordings, and requires each prospective passenger to sign the form if he consents. XYZ provides MNO with a signed copy of the form that evidence John’s consent.</p> <p>In this case, MNO would be considered to be in compliance with the Consent Obligation.</p>
<p>3.8</p>	<p>Example: Hirer complying with the Consent, Purpose Limitation and Notification Obligations of the PDPA</p> <p>Andy is a sole proprietor who provides transport services. He leases a limousine from Leasing Company PQR which has an IVRD installed. It is clearly stated in the leasing contract that the memory card for IVRDs is not provided and IVRDs are installed for use at the lessees’ discretion and not for PQR’s purposes. In addition, the contract provides that the lessee is responsible for complying with all the Data Protection Provisions in respect of the collection, use and disclosure of the personal data recorded in the in-vehicle recordings, and as any recording is not on behalf of the PQR, the lessee must not represent or do anything that may imply that it is collecting, using, disclosing or processing personal data on behalf of PQR.</p> <p>Andy wishes to collect, use and disclose in-vehicle recordings for safety and security purposes, but he does not intend to place IVRD notices within the limousine. In this case, Andy could consider using other methods to notify his prospective passengers of the purposes for the collection, use or disclosure of their personal data, for example, in his email to a prospective passenger together with other terms of his transport services (e.g. costs) and requesting that consent be given (with confirmation of the booking) by replying to his email.</p>

3.9 Further information on the Consent, Purpose Limitation and Notification Obligations can be found in Chapters 12, 13 and 14 of the Key Concepts Guidelines respectively.

Can Leasing Companies, Hirers and Service Providers require individuals to consent to the in-vehicle recording to use their transport services?

3.10 The PDPA provides that an organisation shall not as a condition of providing a product or service, require an individual to consent to the collection, use or

disclosure of the individual’s personal data beyond what is reasonable to provide the product or service to that individual.

- 3.11 Nonetheless, the PDPC recognises that there are certain situations where consent may be required for the provision of transport services. For example, it may be reasonable for Leasing Companies, Hirers and Service Providers to require those who wish to use their transport services to consent to the collection, use or disclosure of their personal data through in-vehicle recording to ensure the safety and security of the drivers, or to deter fare evasion.

3.12	<p>Example: Passenger does not consent to the in-vehicle recording</p> <p>A taxi operator STU has in place policies on the use of IVRDs in its taxis, which stipulate that the IVRDs installed by STU in its taxis must remain in operation in the course of providing the taxi service for the purposes of ensuring the safety and security of the taxi driver and passengers. STU places prominent outward-facing notices on the windows of its taxis’ passenger doors indicating that IVRDs are in use in its taxis.</p> <p>Before entering the taxi, the passenger sees the notices and is notified that in-vehicle video recordings are collected, used and disclosed for the safety and security purposes of the taxi driver and passengers.</p> <p>A passenger informs the taxi driver, before the start of the journey, that he does not consent to the collection, use and disclosure of his personal data in the in-vehicle recording.</p> <p>As the collection, use or disclosure of personal data for the stipulated purpose is reasonable to provide the taxi service, consent of passengers can be required for the in-vehicle recording in order to provide the service. In this case, the taxi driver may inform the passenger of STU’s requirement on the use of IVRD for the stipulated purposes, and allow the passenger to decide whether to use the taxi service.</p>
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Can individuals withdraw consent for the use or disclosure of their personal data in the in-vehicle recording after using the transport service?

- 3.13 Leasing Companies, Hirers and Service Providers who are subject to the Consent, Purpose Limitation and Notification Obligations must allow individuals to withdraw any consent given under the PDPA, and put in place policies and practices to facilitate such withdrawal of consent. Leasing Companies, Hirers and Service Providers are advised to make their consent withdrawal policies easily accessible to individuals, and to include ways on how consent can be withdrawn.

3.14 If an individual withdraws consent for the use or disclosure of his personal data in the in-vehicle recording after using the transport service, the Leasing Company, Hirer and Service Provider must cease (and cause its data intermediaries and agents to cease¹⁰) using or disclosing the personal data in the in-vehicle recording, unless the use or disclosure of the personal data without consent is required or authorised under the PDPA or any other written law. For example, the Leasing Company, Hirer and Service Provider may rely on exceptions provided in the Third and Fourth Schedules to the PDPA to use and disclose the passenger’s personal data from the in-vehicle recording without consent where the use and disclosure are necessary for any investigation or proceedings. Leasing Companies, Hirers and Service Providers need not delete or destroy such personal data upon withdrawal of consent, and may retain the in-vehicle recording if there are any legal or business purposes to retain it.

<p>3.15</p>	<p>Example: Withdrawal of consent after using the hired transport service</p> <p>John, a passenger, when boarding the taxi, consents to the taxi operator’s collection of his personal data through in-vehicle recordings and to the use and disclosure of such personal data for safety and security purposes. At the end of the taxi journey, John withdraws his consent for the use and disclosure of his personal data in the in-vehicle recording and requests for its deletion.</p> <p>The taxi operator must cease, and cause its data intermediaries (which may be the taxi driver) to cease the use and disclosure of John’s personal data in the in-vehicle recording, unless otherwise authorised or required under any written law. However, they need not delete the recording upon withdrawal of consent, and may retain it if there are any legal or business purposes to retain it.</p>
<p>3.16</p>	<p>Example: Withdrawal of consent in the event of an investigation</p> <p>Ben, a passenger, when boarding the taxi, consents to the collection of his personal data through the taxi operator’s in-vehicle recordings and to the use and disclosure of such personal data for safety and security purposes.</p> <p>During the journey, an incident takes place between Ben and the taxi driver. The taxi driver makes a police report for an alleged physical assault by Ben. Ben writes</p>

¹⁰ Where the Hirer is processing personal data as a data intermediary of the Leasing Company pursuant to a contract in writing, the Consent Obligation under the PDPA does not apply to the Hirer. However, the Leasing Company must cause its data intermediary (in this case, the Hirer) to cease the use or disclosure of the personal data (unless otherwise required or authorised under any written law).

	<p>in to the taxi operator to withdraw consent for the use and disclosure of his personal data in the taxi's in-vehicle recording.</p> <p>The taxi operator may rely on exceptions provided in the Third and Fourth Schedules to the PDPA, to use and disclose the passenger's personal data in the in-vehicle recording without consent where it is necessary for any investigation or proceedings. In addition, the taxi operator need not delete the recording, and may retain it if there are any legal or business purposes to retain it.</p>
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- 3.17 For more information on withdrawal of consent, please refer to Chapter 12 of the Key Concepts Guidelines.

How does the exception for “publicly available” personal data apply to in-vehicle recordings?

- 3.18 The PDPA does not require organisations to obtain the consent of individuals to collect personal data that is publicly available¹¹. This includes personal data that is observed by reasonably expected means at a location or event at which the individual appears and that is open to the public. The PDPC recognises that personal data of individuals appearing in public may be captured by outward-facing video cameras installed in hired transport services. Where such outward-facing cameras capture the images of individuals appearing in a public location outside the vehicle, the exception for “publicly available data” is likely to apply, and Leasing Companies, Hirers and Service Providers who are subject to the Consent, Purpose Limitation and Notification Obligations will not be required to notify and obtain consent from the individuals for the recording.
- 3.19 However, the exception for “publicly available data” does not apply where IVRDs capture images and/or voices of individuals inside the vehicle when it is hired. This is because the interior cabin of the vehicle would be considered a private space when it is hired. In such cases, Leasing Companies, Hirers and Service Providers must provide appropriate notification and obtain consent of the individuals before collecting, using or disclosing their personal data.
- 3.20 For more information on the exception for publicly available data, please refer to Chapter 12 of the Key Concepts Guidelines.

¹¹ Where personal data is publicly available, Leasing Companies, Hirers and Service Providers may collect, use or disclose individuals' personal data without consent, but other data protection obligations (e.g. protection, retention limitation, transfer limitation and access) still apply.

4 Complying with Access Obligation

Are Leasing Companies, Hirers and Service Providers required to provide individuals access to their personal data captured in in-vehicle recordings? What if it contains personal data of other individuals?

- 4.1 Generally, Leasing Companies, Hirers and Service Providers who are subject to the Access Obligation are required to grant individuals access to the personal data in their possession or control and provide information about how such personal data has, or may have, been used or disclosed by the organisation in the past year. However, such Leasing Companies, Hirers and Service Providers do not need to provide access to information which is no longer in their possession or control when the access request is received. Before responding to an access request, Leasing Companies, Hirers and Service Providers should exercise due diligence and adopt appropriate measures to verify the individual's identity.
- 4.2 In providing access, Leasing Companies, Hirers and Service Providers should ensure they do not reveal personal data about other individuals in the recording, for example by masking the other individuals' images and/or voices. However, if there is consent from the other individuals to disclose their personal data for the purpose of the access request¹², the Leasing Company, Hirer and Service Provider need not mask their images and/or voices¹³ (unless other prohibitions apply).
- 4.3 Leasing Companies, Hirers and Service Providers may have scheduled periodic deletion of in-vehicle recordings (e.g. in-vehicle recordings are deleted every X days). If so, as soon as reasonably possible after receiving an access request, Leasing Companies, Hirers and Service Providers are to identify the requested personal data and ensure that the personal data requested is preserved while the Leasing Companies, Hirers and Service Providers are processing the access request. However, Leasing Companies, Hirers and Service Providers should generally be mindful not to unnecessarily preserve personal data "just in case" to meet possible

¹² In some cases, there may be two or more individuals (e.g. husband and wife) making an access request at the same time for their respective personal data captured in the same recording. The Leasing Company, Hirer and Service Provider may obtain consent from the respective individuals to disclose their personal data to each other, so that the Leasing Company, Hirer and Service Provider may provide the individuals access to a common recording containing their personal data, without having to exclude the personal data of the other individuals. Obtaining consent from the respective parties may address the prohibition against revealing their personal data under section 21(3)(c) of the PDPA. However, Leasing Companies, Hirers and Service Providers are reminded to also consider if there are other prohibitions or exceptions to providing access that would apply.

¹³ Please refer to Chapter 15 of the Key Concepts Guidelines for more information on the various exceptions to the Access Obligation under the PDPA, including circumstances where the provision of access to personal data or other information is prohibited.

access requests, and should not retain personal data indefinitely when there is no business or legal purpose to do so.

- 4.4 If an individual requests for a copy of his/her personal data in the in-vehicle recording, the Leasing Company, Hirer and Service Provider should provide a copy, and may charge the individual a reasonable fee for producing the copy. If the in-vehicle recording resides in a form that cannot be provided to the individual, or if it is prohibitively costly to provide a copy of the recording, the Leasing Company, Hirer and Service Provider may provide the individual a reasonable opportunity to view the requested personal data in person, with appropriate masking of the images and/or voices of other individuals where necessary.
- 4.5 Leasing Companies, Hirers and Service Providers need not provide access to the individuals' personal data where an exception in the Fifth Schedule to the PDPA applies, for example, if the request is frivolous or vexatious, or if the burden or expense of providing access would be unreasonable to the Leasing Companies, Hirers and Service Providers or disproportionate to the individual's interest. When relying on any exception to not provide access, Leasing Companies, Hirers and Service Providers should be able to provide supporting evidence to justify their decision.
- 4.6 If a Leasing Company, Hirer or Service Provider determines that it is appropriate under section 21 of the PDPA and Part II of the Personal Data Protection Regulations 2014 to not provide the requested personal data ("withheld personal data"), the Leasing Company, Hirer or Service Provider should keep the withheld personal data for a reasonable period – minimally 30 calendar days or longer after rejecting the access request – as the individual may seek a review of the Leasing Company's, Hirer's or Service Provider's decision. In the event the individual submits an application for review to the PDPC and the PDPC determines that it will take up the review application, as soon as the Leasing Company, Hirer or Service Provider receives a Notice of Review Application from the PDPC, the Leasing Company, Hirer or Service Provider should preserve the withheld personal data until the review by PDPC is concluded and any right of the individual to apply for reconsideration and appeal is exhausted.
- 4.7 Notwithstanding the foregoing, in the event it is determined by the PDPC or any appellate body that the Leasing Company, Hirer or Service Provider did not have appropriate grounds under the PDPA to refuse to provide access to the personal data in question and had therefore contravened the obligations under the PDPA, the Leasing Company, Hirer or Service Provider may face enforcement action under section 29 of the PDPA.

- 4.8 For more information relating to access requests, please refer to Chapter 15 of the Key Concepts Guidelines.

4.9	<p>Example: Request for all in-vehicle recordings of the individual</p> <p>A taxi operator VWX receives a request from an individual for all recordings of him captured by IVRDs in all VWX's taxis over the past year. The individual is unable to provide more specific information as to the taxis and the dates he had taken the taxis to help facilitate the processing of his access request.</p> <p>In this case, reviewing the in-vehicle recordings of its entire fleet of taxis over the past year to locate recordings of the individual would require considerable time and effort. VWX may rely on the exception to deny the access request if the burden or expense of providing the requested access would be unreasonable to VWX or disproportionate to the individual's interests.</p>
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5 Complying with Protection Obligation

How can Leasing Companies, Hirers and Service Providers comply with the Protection Obligation for in-vehicle recordings?

- 5.1 Leasing Companies, Hirers and Service Providers who record personal data of individuals through IVRDs¹⁴ are required to make reasonable security arrangements to protect the personal data in their possession or under their control in order to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. Please refer to Chapter 17 of the Key Concepts Guidelines for more details on the Protection Obligation.
- 5.2 There is no 'one size fits all' solution for complying with the Protection Obligation. Each Leasing Company, Hirer and Service Provider should consider adopting security arrangements that are reasonable and appropriate in the circumstances. Security arrangements may take various forms such as administrative measures, physical measures, technical measures or a combination of these.

¹⁴ As mentioned in paragraph 2.5, data intermediaries processing personal data pursuant to a contract in writing are excluded from most of the Data Protection Provisions (i.e. Parts III to VI) of the PDPA but remain liable under the PDPA for the Protection Obligation and the Retention Limitation Obligation.

6 Other Obligations

- 6.1 Leasing Companies, Hirers and Service Providers should be mindful that Parts III to VI of the PDPA do not affect any legal rights or obligations under other laws¹⁵. In the event of any inconsistency with other written laws, such other written laws will prevail to the extent of such inconsistency¹⁶. As such, a Leasing Company, Hirer and Service Provider will still be subject to obligations under other relevant laws in addition to their obligations under the PDPA, and in particular, the Hirer may also be subject to any contract that he may have with the Leasing Company. Please refer to Chapter 22 of the Key Concepts Guidelines for more information.
- 6.2 It should be noted that this document is not meant to exhaustively address every obligation of Leasing Companies, Hirers and Service Providers under the PDPA. Leasing Companies, Hirers and Service Providers should not rely solely on this document to ensure their compliance with the PDPA.

END OF DOCUMENT

¹⁵ Section 4(6)(a) of the PDPA.

¹⁶ Section 4(6)(b) of the PDPA.