



## KETUA PENGARAH KESIHATAN MALAYSIA

Kementerian Kesihatan Malaysia  
Aras 12, Blok E7, Kompleks E  
Pusat Pentadbiran Kerajaan Persekutuan  
62590 PUTRAJAYA

Tel : 03-8000 8000

Ruj. Kami : KKM.600-5/2/46 JLD 3 (45)

Tarikh : 5 Mei 2025

### SEPERTI SENARAI EDARAN

*YBhg. Datuk/ Dato'/ Dato' Indera/ Datin Paduka /Datin/  
Tuan/ Puan,*

### **SURAT PEKELILING KETUA PENGARAH KESIHATAN BILANGAN 16 / 2025 : EDARAN GUIDELINE ON ONLINE HEALTHCARE SERVICES**

#### **TUJUAN**

1. Tujuan Pekeliling ini dikeluarkan adalah untuk memaklumkan Garis Panduan Online Healthcare Services (Guideline on Online Healthcare Services) sebagai kawal selia kepada penyedia platform OHS.

#### **LATAR BELAKANG**

2. Sukacita dimaklumkan bahawa Seksyen Perancangan eHealth, Bahagian Perancangan telah melaksanakan Online Healthcare Services Regulatory Laboratory (OHS RegLab) sebagai kaedah menentukan instrumen kawal selia terbaik bagi Perkhidmatan Kesihatan Dalam Talian Swasta (OHS) yang disediakan oleh penyedia platform OHS. Hasil utama

pelaksanaan OHS RegLab adalah Garis Panduan Online Healthcare Services.

3. Garis Panduan ini telah mendapat kelulusan YB Menteri Kesihatan (YBMK) serta pengurusan tertinggi KKM, iaitu Ketua Setiausaha Kementerian Kesihatan Malaysia dan Ketua Pengarah Kesihatan. Garis Panduan OHS ini, seterusnya akan berfungsi sebagai langkah interim dan menjadi asas kepada pembangunan Rang Undang-Undang (RUU) baharu yang akan digubal bagi kawal selia kesihatan digital termasuk OHS.
4. Dokumen ini boleh dimuat turun melalui Portal Rasmi Kementerian Kesihatan Malaysia (KKM) (Rujuk Garis Panduan OHS di **Lampiran A**).

#### **TARIKH KUATKUASA**

5. Pelaksanaan Pekeliling ini adalah berkuatkuasa daripada tarikh Surat Pekeliling ini dikeluarkan.

#### **PERTANYAAN**

6. Sebarang pertanyaan berkaitan hendaklah dikemukakan kepada:

Pengarah  
Bahagian Perancangan  
Kementerian Kesihatan Malaysia  
Aras 8, Blok E6, Kompleks E  
62590 Putrajaya  
No Telefon: 03 - 8883 2043  
E-mel: [pa\\_pengarahperancangan@moh.gov.my](mailto:pa_pengarahperancangan@moh.gov.my)

Sekian, terima kasih.

**"MALAYSIA MADANI"**

**"BERKHIDMAT UNTUK NEGARA"**

*Saya yang menjalankan amanah,*



**(DATUK DR. NOR FARIZA BINTI NGAH)**

**b.p KETUA PENGARAH KESIHATAN**

s.k Ketua Setiausaha, Kementerian Kesihatan Malaysia

Timbalan Ketua Pengarah Kesihatan (Perubatan)

Timbalan Ketua Pengarah Kesihatan (Kesihatan Awam)

Timbalan Ketua Pengarah Kesihatan (Penyelidikan dan Sokongan Teknikal)

Timbalan Ketua Pengarah Kesihatan (Perkhidmatan Pergigian)

Timbalan Ketua Pengarah Kesihatan (Perkhidmatan Farmasi)

Timbalan Ketua Pengarah Kesihatan (Keselamatan dan Kualiti Makanan)

## **SENARAI EDARAN**

### **AGENSI LUAR (KETUA EKSEKUTIF)**

1. Malaysia Healthcare Travel Council (MHTC)
2. Malaysia Digital and Economic Corporation (MDEC)
3. Malaysian Communications and Multimedia Commission (MCMC)

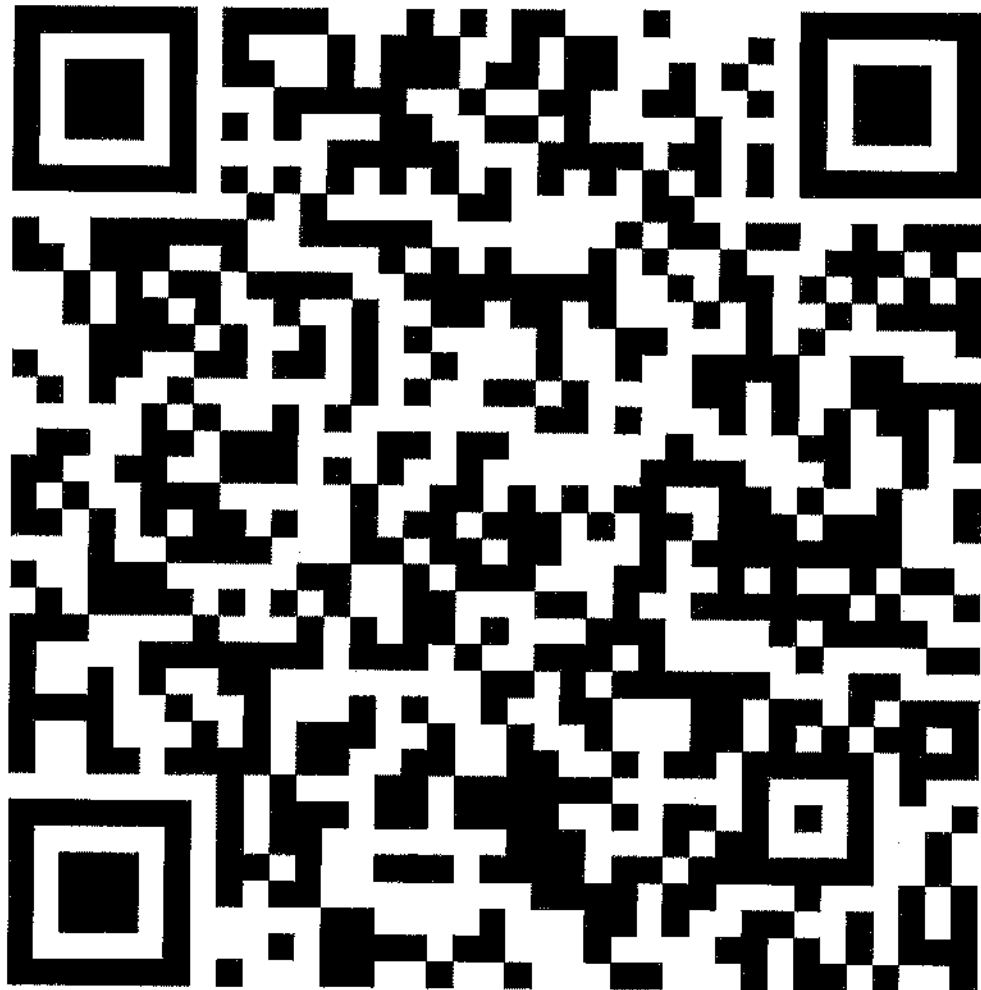
### **JABATAN KESIHATAN NEGERI (PENGARAH)**

4. Jabatan Kesihatan Negeri Perlis
5. Jabatan Kesihatan Negeri Kedah
6. Jabatan Kesihatan Negeri Pulau Pinang
7. Jabatan Kesihatan Negeri Perak
8. Jabatan Kesihatan Negeri Selangor
9. Jabatan Kesihatan Negeri Negeri Sembilan
10. Jabatan Kesihatan Negeri Melaka
11. Jabatan Kesihatan Negeri Wilayah Persekutuan Kuala Lumpur & Putrajaya
12. Jabatan Kesihatan Negeri Wilayah Persekutuan Labuan
13. Jabatan Kesihatan Negeri Johor
14. Jabatan Kesihatan Negeri Pahang
15. Jabatan Kesihatan Negeri Terengganu
16. Jabatan Kesihatan Negeri Kelantan
17. Jabatan Kesihatan Negeri Sabah
18. Jabatan Kesihatan Negeri Sarawak

### **INSTITUSI KESIHATAN (PENGARAH)**

19. Hospital Kuala Lumpur
20. Institut Kanser Negara
21. Pusat Darah Negara
22. Institut Kesihatan Umum
23. Institut Pengurusan Kesihatan
24. Institut Penyelidikan Perubatan
25. Institut Penyelidikan Sistem Kesihatan
26. Institut Perubatan Respiratori
27. Institut Tingkah laku Kesihatan

**KOD QR:  
GARIS PANDUAN ONLINE HEALTHCARE SERVICES**



Pautan: [https://www.moh.gov.my/index.php/database\\_stores/store\\_view\\_page/68/84](https://www.moh.gov.my/index.php/database_stores/store_view_page/68/84)



MINISTRY OF HEALTH MALAYSIA

Guideline on

# Online Healthcare Services

2 0 2 5

MEDICINE  
HEALTH  
TREATMENT  
DOCTOR  
SURVEY  
RECIPE

MEDICINE







MINISTRY OF HEALTH MALAYSIA

Guideline on

# Online Healthcare Services

2025

MEDICINE  
HEALTH  
TREATMENT  
DOCTOR  
SURVEY  
RECIPE

MEDICINE



**Published by:**

eHealth Planning Section  
Planning Division, Ministry of Health Malaysia  
Level 2, Block E1, Precinct 1  
Federal Government Administrative Centre  
62590 Putrajaya, Malaysia

**Copyright**

The copyright owner of this publication is eHealth Planning Section. Content may be reproduced in any number of copies and in any format or medium provided that a copyright acknowledgement to eHealth Planning Section is included and the content is not changed, not sold, nor used to promote or endorse any product or service, and not used in an inappropriate or misleading context.

**Guideline on Online Healthcare Services**

e ISBN 978




Seksyen Perancangan eHealth, Bahagian Perancangan, KKM  
(online)



# STATEMENT OF INTENT



These clinical practice guidelines (CPG) are meant to be guides for clinical practice, based on the best available evidence at the time of development. Adherence to these guidelines may not necessarily guarantee the best outcome in every case. Every healthcare provider is responsible for the management of his/her unique patient based on the clinical picture presented by the patient and the management options available locally.





# CONTRIBUTORS



## Internal (MOH)

- eHealth Planning Section, Planning Division
- Pharmaceutical Services Programme
- Oral Health Programme
- Medical Development Division
- Family Health Development Division
- Medical Practice Division
- Allied Health Sciences Division
- Information Management Division
- Legal Advisor Office
- Nursing Division
- Traditional and Complementary Medicine Division

## External

- Malaysian Medical Council (MMC)
- Personal Data Protection Department
- Malaysia Productivity Corporation (MPC)
- National Cyber Security Agency (NACSA)
- Futurise Sdn. Bhd.  
(Collaborator- entity under Ministry of Finance in charge of National Regulatory Sandbox (NRS))

Updated: 29 October 2024

# TABLE OF CONTENT

<b>PART 1 - INTRODUCTION</b>	<b>1</b>
1.1 OVERVIEW	1
1.2 GUIDELINE OBJECTIVES	2
1.3 GUIDELINE FOCUS – VIRTUAL CLINIC SERVICES	2
<b>PART 2 - SCOPE OF GUIDELINE</b>	<b>3</b>
2.1 APPLICATION OF GUIDELINE	3
2.2 ONLINE HEALTHCARE SERVICES CASES	3
2.3 EXCLUSIONS FOR ONLINE HEALTHCARE SERVICES	3
<b>PART 3 - DEFINITIONS</b>	<b>4</b>
<b>PART 4 - GENERAL REQUIREMENT FOR PLATFORM PROVIDER</b>	<b>8</b>
<b>PART 5 - REQUIREMENTS FOR PLATFORM OPERATIONS</b>	<b>9</b>
5.1 PLATFORM OPERATIONS	9
5.2 PLATFORM TECHNICAL REQUIREMENTS	14
<b>PART 6 - DATA PROTECTION</b>	<b>19</b>
<b>PART 7 - REQUIREMENTS FOR HEALTHCARE PROFESSIONALS</b>	<b>21</b>
<b>PART 8 - REFERENCES</b>	<b>26</b>



## PART 1 - INTRODUCTION

Advancements in technology have resulted in significant changes in the delivery of healthcare services over the past decade. While once medical consultations were deemed possible only where doctor and patient meet face-to-face, it has become increasingly commonplace, especially in the Covid-19 pandemic era, for medical services to be provided virtually, an over- distance patient-doctor interaction through the use of technology. New services and business models in the medical industry have been introduced, leading to a rise in private online healthcare services providing digital platforms for medical services in Malaysia.

Online Healthcare Services available locally can be broadly categorised into 5 groupings (offered separately or in combination) as follows: -

-  **(a) Information and Booking**  
Information sharing and booking of appointments for healthcare services.
-  **(b) Telemedicine**  
Virtual/remote healthcare delivery to patients by means of information and communications technology.
-  **(c) Home Care**  
Delivery of care at a patient's home, such as house calls, home nursing, home physiotherapy services and home diagnostic services.
-  **(d) Wellness and Preventive Care**  
Information, products and services delivered online for healing and/or prevention and to enable people to lead healthy lives.
-  **(e) E-Pharmacy services**  
Tele-pharmacy services which may include online prescription, dispensing, delivery of medication and medicine counselling.

It is becoming apparent that healthcare policies and regulations created in an analogue age may be inadequate to cater for the often-disruptive healthcare service models in the digital age. Ambiguities and lacunas in the law create uncertainty for healthcare professionals, platform providers and patients alike. It is crucial for there to be clear standards and requirements to guide those involved in the online healthcare services industry.

## 1.2 Guideline Objectives

This Guideline on Online Healthcare Services outlines the requirements and recommendations for those providing online healthcare services.

As the safety and welfare of the public and healthcare professionals are paramount, the Guideline has been developed based on MOH's 5 Guiding Principles of Healthcare Provision (*Safety, Quality, Accountability, Privacy and Traceability*) as well as MOH's *Report on the Establishment of a Regulatory Framework for Private Online Healthcare Service in Malaysia*<sup>1</sup>. The Guideline incorporates feedback from healthcare professionals and professional associations to ensure that it is fit-for-purpose while still facilitating growth in the industry.

The Guideline may be further refined based on data collected and feedback received, eventually becoming a more comprehensive guide for relevant stakeholders. Ultimately, the Ministry of Health (MOH) may choose to use the Guideline as a basis for amending existing regulations or introducing new ones to accommodate online healthcare services and similar innovative healthcare models in the future.

## 1.3 Guideline Focus – Virtual Clinic Services

Virtual clinics have been identified as one of the most critical areas of online healthcare services locally, having impact not only on clinical practice and policy, but also on society and the environment at large.

For the purpose of this Guideline, a “**virtual clinic**” is defined as a digital environment, shifting away from facility-based delivery of Healthcare Services 2, which enables the optimal delivery of online healthcare services, including but not limited to consultation services, diagnosis/investigation and treatment of a patient, by a healthcare professional, which is: -

- (a) provided according to the best standard of care and in compliance with the relevant Code of Professional Conduct;
- (b) delivered through a specialised and secure technology platform, mobile application, web portal and/or website owned by the healthcare provider and/or a third-party provider; and
- (c) provided in accordance with the scope set out in **Clause 2.2**, subject to the exclusions set out in **Clause 2.3**.

<sup>1</sup> See full reference in item 1, Part 8 of Guideline.

<sup>2</sup> Global Strategy on Digital Health 2020-2025 (World Health Organization, 2021)

## PART 2 – SCOPE OF GUIDELINE

### 2.1 Application of Guideline

This Guideline sets out minimum standards and requirements applicable to Platform Providers in the provision of Online Healthcare Services.

While the Guideline is not intended to govern Healthcare Professionals under the jurisdiction of their respective regulatory bodies, **Part 7** sets out the recommended standards of practice which Healthcare Professionals shall comply with when providing Online Healthcare Services.

This Guideline does not replace existing regulations, rules and statutory standards that govern the standard of practice of Healthcare Professionals. Hence, Healthcare Professionals shall comply with all applicable legislation, regulatory policies and existing guidelines when providing Online Healthcare Services.

### 2.2 Online Healthcare Services Cases

Online Healthcare Services may only be offered for specific cases or services, including: -

- a) non-emergency cases;
- b) follow-up management for stable cases;
- c) group session counselling services for such areas as psychology, nutrition or rehabilitation;
- d) referral or secondary care programme by specialist or consultant; or
- e) support services such as the supply of medication, laboratory and/or imaging services.

### 2.3 Exclusions for Online Healthcare Services

Online Healthcare Services are STRICTLY PROHIBITED for the following types of cases or services: -

- a) emergency cases, being cases where the injury or illness is acute and poses an immediate risk to a person's life or long-term health;
- b) cases which require the supply through post of any psychotropic drugs, drugs falling within the ambit of the **Dangerous Drugs Act 1952** and its regulations;
- c) cases which require intermediate or complex medical treatment; or
- d) psychiatric cases requiring In-Person Session.

## PART 3 – DEFINITIONS

Below is a list of definitions used in the Guideline:

<b>“Code of Professional Conduct” or “CPC”</b>	means a code of ethics established by the healthcare profession as guidance for Healthcare Professionals to safeguard the public, ensure propriety in professional practice and prevent the abuse of professional privileges. For the purpose of clarity, different branches or fields of the healthcare profession may have specific CPC applicable to their members;
<b>“Commercial Transactional Data”</b>	means data relating to transaction of a commercial nature, whether contractual or not, which includes any matters relating to the supply or exchange of goods or services including information on the buyer, seller, delivery, goods or services involved, price of the goods or services and condition or warranty of the goods;
<b>“Confidential Data”</b>	means Personal Data and other information, records and documents collected pursuant to the Online Healthcare Services and through the Platform;
<b>“Data Custodian”</b>	means the person responsible for, or the person with administrative control over, granting access to Confidential Data, while securing and protecting the privacy and confidentiality of the data in compliance with all applicable laws and guidelines for data users and data processors;
<b>“Data Owner”</b>	means an individual who is the subject of the Personal Data and who holds all rights as a data subject under data protection laws and as a Patient under the applicable laws and guidelines on access to Medical Records;
<b>“E-Pharmacy”</b>	means a mode of pharmacy services by a Licensed Pharmacist that utilises technology using a secured online platform;
<b>“E-Prescription”</b>	means an instruction made and digitally signed by a registered medical practitioner or a registered dental practitioner in accordance with the Digital Signature Act 1997 via electronic means, issued to a Patient and sent to a Licensed Pharmacist via the Platform to supply any medicine containing any poison for the purpose of the medical or dental treatment of any person;
<b>“Excluded Healthcare Service”</b>	means any of the healthcare services described in <b>Clause 2.3</b> .

<b>“Excluded Patient”</b>	means: (a) a Minor unaccompanied by a Guardian; (b) a Mentally Unsound Person unaccompanied by a Guardian; or (c) a Patient seeking treatment for an Excluded Healthcare Service;
<b>“Guardian”</b>	means: - (a) in respect of a Minor, the parent or parents of the Minor, or a person lawfully appointed by will or by an order of a competent court to be the guardian of the Minor, or a person who has lawful custody of the Minor; or (b) in respect of a Mentally Unsound Person, the person’s spouse or next of kin, or a person lawfully appointed by will or by an order of a competent court to be the guardian of such Mentally Unsound Person, or a person who has the charge of, care and control over such Mentally Unsound Person;
<b>“Healthcare Professional(s)”</b>	means any person providing Healthcare Services which requires him or her to possess a Valid Practising Certificate and be registered with a professional regulatory body under the jurisdiction of MOH;
<b>“Healthcare Services”</b>	includes: a) medical, dental, nursing, midwifery, allied health, pharmacy, traditional and complementary medicine, and ambulance services and any other service provided by a Healthcare Professional; b) any service for the screening, diagnosis, or treatment of persons suffering from, or believed to be suffering from, any disease, injury or disability of mind or body; c) any service for preventive or promotive health purposes; d) any service for curing or alleviating any abnormal condition of the human body by the application of any apparatus, equipment, instrument or device or any other medical technology; or any health-related services;
<b>“In-Person Session”</b>	means Healthcare Services provided by a Healthcare Professional to a patient face to face and through physical interaction;
<b>“Licensed Pharmacist”</b>	means a pharmacist registered under the <b>Registration of Pharmacists Act 1951</b> and who possesses a valid Type A licence issued under the <b>Poisons Act 1952</b> ;
<b>“Medical Data”</b>	means the healthcare information of a Patient contained in a Medical Record that may be collected or obtained from the Patient, Guardian or through Online Healthcare Services with Healthcare Professionals;

<b>“Medical Record”</b>	means the electronic documented healthcare information of a Patient including a Healthcare Professional’s clinical notes, reports, prescriptions or dispensing, recording of discussion with Patients or Guardians, referral notes, laboratory and histopathological reports, imaging records and reports, clinical photographs, consent forms, video or telephone recordings, Online Healthcare Services session transcripts, data from healthcare or medical devices and letters to and from other Healthcare Professionals but shall not include Commercial Transactional Data;
<b>“Mentally Unsound Person”</b>	means a person adjudged under any law to be in a state of unsoundness of mind (however described);
<b>“Minor”</b>	means a person below eighteen (18) years of age;
<b>“MOH”</b>	means Ministry of Health Malaysia;
<b>“Online Healthcare Services”</b>	means Healthcare Services provided to a Patient by a Healthcare Professional for valuable consideration, in which the arrangement, booking and/or delivery of such services is made or provided remotely and intermediated through a Platform;
<b>“Patient(s)”</b>	means a patient who is residing or located in Malaysia, whether a citizen or otherwise, who obtains Online Healthcare Services by utilising the Platform and is not an Excluded Patient;
<b>“Personal Data”</b>	means all information that relates directly or indirectly to an individual who is identified or identifiable from that information or from that and any other information collected pursuant to the provision of Online Healthcare Services, including any sensitive personal data (such as the physical or mental health of an individual including Medical Data and Medical Records) and expression of opinion about such individual;
<b>“Platform”</b>	means a specialised and secure technology platform, mobile application, web portal and/or website provided by a Platform Provider, which provides Patients access to Healthcare Professionals, and which facilitates the arrangement, booking and/or delivery of Online Healthcare Services;
<b>“Platform Provider”</b>	means a company involved in the business of Online Healthcare Services which provides Patients with access to Healthcare Professionals, and facilitates arrangements, bookings and/or delivery of Online Healthcare Services through its Platform;
<b>“Registered Pharmacist”</b>	means a fully registered pharmacist registered under the <b>Registration of Pharmacists Act 1951</b> ;
<b>“Valid Practising Certificate”</b>	means a valid practising certificate issued by the respective professional bodies to allow Healthcare Professionals to practise in Malaysia;

## PART 4 – GENERAL REQUIREMENT FOR PLATFORM PROVIDER

No.	Item	Requirements
1	<b>Form of business</b>	A company properly incorporated and registered with Companies Commission Malaysia (“CCM”).
2	<b>Registration/ Licensing</b>	(a) Where the operations of a Platform Provider involve E-Pharmacy services, such services must be provided by a Licensed Pharmacist.
3	<b>Management Qualification</b>	(a) The Platform Provider’s senior management or board of directors must include at least one (1) registered medical practitioner in Malaysia in possession of a Valid Practising Certificate; and  (b) Where E-Pharmacy services are to be provided on the Platform, the Platform Provider’s senior management or board of directors must also include at least one (1) Registered Pharmacist.
4	<b>Company Profile</b>	a) company must have a [document/record] that includes, but is not limited to, the following information: <ul style="list-style-type: none"> <li>(i) proof of company incorporation and registration with CCM;</li> <li>(ii) Memorandum of Association;</li> <li>(iii) details of the board of directors;</li> <li>(iv) details of senior management;</li> <li>(v) organisation chart;</li> <li>(vi) audited financial documents; and</li> <li>(vii) address for business operations in Malaysia;</li> </ul> (b) Online Healthcare Services business model/ process including service protocols and workflows; (c) information on the Platform including system architecture and payment system used for Online Healthcare Services; (d) experience in Online Healthcare Services (if applicable); (e) total number of registered Healthcare Professionals and Patients (if applicable); and (f) total number of Online Healthcare Service cases to date (if applicable).
5	<b>Location of Business</b>	Platform Provider must establish and maintain a physical place of business in Malaysia, and ensure Online Healthcare Services business operations are based in Malaysia.

# PART 5 – REQUIREMENTS FOR PLATFORM OPERATIONS

## 5.1 Platform Operations

No.	Item	Requirements
1	<b>Registration and Verification Process</b>	<p>(a) The Platform Provider shall put in place proper processes and procedures to: -</p> <ul style="list-style-type: none"><li>(i) enable the registration of Healthcare Professionals and Patients on the Platform; and</li><li>(ii) conduct proper and necessary screenings and checks on: -<ul style="list-style-type: none"><li>(1) <u>Patients</u> – for the purpose of verifying identity, age and suitability for Online Healthcare Services; and</li><li>(2) Healthcare <u>Professionals</u> – for the purpose of verifying identity, credentials, registration with professional bodies and Certification/licence to practise; and</li></ul></li></ul> <p>(b) The Platform Provider shall be responsible to obtain all required supporting documents from Healthcare Professionals and Patients and extend their best efforts to verify the veracity of the same before approving any registration.</p> <p>(c) The Platform Provider shall be responsible to obtain all required supporting documents from Healthcare Professionals and Patients and extend their best efforts to verify the veracity of the same before approving any registration.</p> <p>(d) The Platform Provider shall be responsible to ensure that Patients’ written consent for the collection, use, processing and retention of Confidential Data and written informed consent for the provision of Online Healthcare Services are obtained and recorded during the registration process in accordance with the <b>Personal Data Protection Act 2010</b>, the relevant Code of Professional Conduct and Malaysian Medical Council Guideline: Consent for Treatment of Patients by Registered Medical Practitioners. Such consent must be reproducible as and when required.</p>

No.	Item	Requirements
2	<b>Secure Communication Channels</b>	The Platform must have secure and reliable communication channels (such as email, video, chat and/or text messaging) for use by Healthcare Professionals and Patients in OHS sessions.
3	<b>Commencement and End of Session</b>	<p>The Platform must have technological processes in place allowing:</p> <ul style="list-style-type: none"> <li>(a) a Patient to acknowledge and confirm the commencement and end of an OHS session including any written consent or informed written consent that the Healthcare Provider may want to obtain and record; and</li> <li>(b) the automatic log-out of a Patient from an Online Healthcare Services session where there is prolonged inactivity or no response on the part of the Patient.</li> </ul>
4	<b>Medical Records and Notes</b>	<ul style="list-style-type: none"> <li>(a) The Platform Provider shall ensure that the Platform allows Healthcare Professionals to safely and securely create, store and access Medical Records for each Online Healthcare Services session in digital format utilising such Platform tools as applicable; and</li> <li>(b) Patients may request access to their Medical Data and Medical Records for legitimate purposes and in good faith utilising such Platform tools as applicable.</li> </ul>
5	<b>Healthcare and Medical Devices</b>	<p>The Platform Provider shall ensure that:</p> <ul style="list-style-type: none"> <li>(a) any healthcare devices (that are not medical devices under the Medical Device Act 2012) deployed or used with the Platform is safe, secure and in compliance with all applicable laws, regulations and guidelines including data protection laws; and</li> <li>(b) all medical devices deployed or used with the Platform are in compliance with the Medical Device Act 2012, its rules and regulations, and any applicable guidelines published from time to time.</li> </ul>
6	<b>Automatic Matching of HCP with Patient</b>	Where a Platform automatically matches profiles of Healthcare Professionals according to a Patient's requirements, such matching must be in a fair and appropriate manner with no undue preference for any particular Healthcare Professional.

No.	Item	Requirements
7	<b>Commencement and End of Session</b>	<p>(a) No advertisements of medicines shall be published on the Platform unless it has been approved by the Medicine Advertisements Board in the manner provided for under Section 7 of the Medicines (Advertisements and Sales) Act 1956; Any advertisement regarding the online healthcare services shall comply with the Medicines (Advertisement and Sale) Act 1956 [ACT 290] &amp; the requirements of the Regulations.</p> <p>(b) Platform Provider shall publish on the Platform only advertisements that have been approved by the Medicine Advertisements Board for private clinics, hospitals and laboratories;</p> <p>(c) Platform Provider may include information on a Healthcare Professional on the Platform subject to any regulatory requirements, but must refrain from making any laudatory remarks on the Healthcare Professional's professional experience or make any claim which suggests superiority over any other practitioner or practice;</p> <p>(d) Platform Provider must also ensure that no Healthcare Professional carries out or is associated with any activity on or through the Platform which can be construed as an advertisement or promotion of such Healthcare Professional's skill, knowledge, services and/or qualification for the purpose of professional advantage and/or obtaining Patients; and</p> <p>(e) Platform Provider must ensure all advertisements and promotion is in accordance with all applicable laws, regulations and guidelines published from time to time.</p>
8	<b>User Training</b>	<p>The Platform Provider shall:</p> <p>(a) provide a proper and comprehensive training program for Healthcare Professionals to ensure that they are competent to use the relevant features and functions of the Platform in managing Patients and providing Online Healthcare Services; and</p> <p>(b) further ensure that a Healthcare Professional be allowed to commence providing Online Healthcare Services only upon successful completion of the said training program.</p>

No.	Item	Requirements
		<p>The Platform Provider shall:</p> <p>(c) provide a proper and comprehensive training program for Healthcare Professionals to ensure that they are competent to use the relevant features and functions of the Platform in managing Patients and providing Online Healthcare Services; and</p> <p>further ensure that a Healthcare Professional be allowed to commence providing Online Healthcare Services only upon successful completion of the said training program.</p>
9	<b>Grievance Mechanism</b>	<p>(a) The Platform Provider shall put in place a proper patient grievance mechanism and process (“Grievance Mechanism”) to enable Patients to provide feedback on Online Healthcare Services, Healthcare Professionals and/or the Platform;</p> <p>(b) The Platform Provider shall ensure that any issue raised using such Grievance Mechanism is promptly addressed and managed.</p>
10	<b>Compliance with Law</b>	<p>(a) Platform Provider shall comply with all applicable legislation, regulatory policies and guidelines while providing OHS.</p> <p>(b) Platform Provider shall also put in place adequate safeguards to ensure that no unlawful activity is carried out on the Platform, not limited to the lists below:</p> <p>(i) False Declaration False, misleading or inaccurate information or concealment of or failure to disclose material facts in Platform Providers.</p> <p>(ii) Unlawful Conduct Involvement in any unlawful conduct or illegal activities which may affect the Platform Provider’s ability to continue conducting the business of Online Healthcare Services and/or which affects its integrity and reputation;</p>

No.	Item	Requirements
		<p>(iii) Financial Insolvency Becomes insolvent or bankrupt, permanently ceases business, commits an act of bankruptcy, or has commenced against it any bankruptcy proceedings or makes an assignment for the benefit of its creditors;</p> <p>(iv) Breach of Confidentiality Involvement in any unlawful disclosure of confidential data in the provision of Online Healthcare Services; and/or</p> <p>(v) Failure to Rectify Persistent failure to promptly and effectively address any defects, flaws or vulnerabilities on the Platform.</p>
11	<b>Legal Risk of Online Healthcare Services</b>	<p>Save and except where a Platform Provider directly employs its own Healthcare Professionals to provide Online Healthcare Services, the Platform terms and conditions should properly disclose that: -</p> <p>(a) Healthcare Professionals are independent third parties solely responsible for the provision of Healthcare Services and the Patient's interaction with such Healthcare Professionals is at Patient's own risk and liability; and</p> <p>(b) The Platform is merely a technology platform to provide Patients with access to Healthcare Professionals and facilitate the delivery of Online Healthcare Services, and there is no doctor-patient relationship between the Platform Provider and the Patient.</p>
12	<b>Legal Risk of Online Healthcare Services</b>	<p>(a) Platform Provider shall ensure that any E-Prescription issued on the Platform shall: -</p> <p>(i) be controlled;</p> <p>(ii) issued to the Patient for single use only, being a one-time prescription with up to three (3) times dispensing per prescription;</p> <p>(iii) where the medication prescribed falls within the category of Group B poison, be sold or supplied in such manner, and be prescribed in such form, as described in <b>Section 21(2) of the Poisons Act 1952</b>;</p>

No.	Item	Requirements
		<ul style="list-style-type: none"> <li>(iv) be made and sent to the Patient using electronic means within the Platform;</li> <li>(v) be accessible only to the partner pharmacy who will actually be supplying the medication; and</li> <li>(vi) be promptly endorsed by the supplying Licensed Pharmacist, and details of such prescription and supply duly and properly recorded so as to enable proper audit, tracing and verification to be carried out;</li> </ul> <p>(b) The issuance of E-Prescriptions through personal email, text message or any social media messaging platforms is strictly prohibited; and</p> <p>(c) The supply and delivery of medication via the Platform: -</p> <ul style="list-style-type: none"> <li>(i) shall not commence in any form, including by putting any medication in the “shopping cart” feature of the Platform, if any, by patients, without prior consultation with a medical practitioner or a dental practitioner and the issuance of an e-Prescription by such medical practitioner or dental practitioner;</li> <li>(ii) must only be through a Licensed Pharmacist; and</li> <li>(iii) must only be in accordance with the “<i>Guideline on Online Pharmacy Services (e-Pharmacy) (Garis Panduan Perkhidmatan Farmasi Secara Dalam Talian (e-Pharmacy))</i>” and all other applicable laws, regulations, and guidelines as published on <a href="http://www.pharmacy.gov.my">www.pharmacy.gov.my</a> from time to time.</li> </ul>

## 5.2 Platform Technical Requirements

No.	Item	Requirements
1.	<b>Safety and Security</b>	<p>The Platform must have the following in place: -</p> <ul style="list-style-type: none"> <li>(a) demonstrably risk-based policies, processes and other safeguards to secure the Platform system from inappropriate access, intrusion, hacking and misappropriation including but not limited to: -               <ul style="list-style-type: none"> <li>(i) limitation of physical and digital access to the Platform back-end only to specific personnel within the Platform Provider's organisation who require access as part of their employment;</li> <li>(ii) verification and authentication of the identity of any personnel who accesses or uses the Platform by requiring proof of identification such as passwords or biometrics; and</li> <li>(iii) ensuring user access and activity is auditable through all routes;</li> </ul> </li> <li>(b) periodic checks (such as penetration testing) and security audits to verify the security and safety of the Platform system; and</li> <li>(c) encrypted storage and transmission for data collected and stored on the Platform.</li> </ul>
2.	<b>Usability</b>	<p>The Platform shall be either a web-based or mobile application, which is cross-platform and compatible with multiple operating systems enabling Patients and Healthcare Professionals to access the Platform on any smartphone, tablet, personal computer or any other similar communications device.</p>
3.	<b>Use of Cloud Services</b>	<ul style="list-style-type: none"> <li>(a) Where Platform Provider uses the services of a third- party cloud service provider in providing Online Healthcare Services on the Platform, it shall ensure that any service agreement entered into with such cloud service provider shall, at a minimum, address the following: -           <ul style="list-style-type: none"> <li>(i) service delivery;</li> <li>(ii) service accessibility and availability;</li> </ul> </li> </ul>

No.	Item	Requirements
		<ul style="list-style-type: none"> <li>(iii) established, documented and proven processes for dealing with planned and unplanned downtime including communication with customers;</li> <li>(iv) appropriate remedies and liability limitations when service issues arise;</li> <li>(v) disaster recovery;</li> <li>(vi) monitoring and measurement including submission of security audit reports (vulnerability assessment reports); and</li> <li>(vii) data loss or security breach notification processes, which must be aligned to applicable legal and regulatory requirements; and</li> </ul> <p>(b) When preparing service agreements with a cloud service provider, the Platform Provider may use the ISO/IEC 19086-1 document as a guide and reference.</p>
	<p><b>Monitoring and Measurement</b></p>	<ul style="list-style-type: none"> <li>(a) Platform Provider must ensure that the Platform remains accessible and performs at an optimum level at all times with minimum down-time or service interruption. Reasonable advance notice shall be given to users of the Platform where there is to be such down- time or services interruption; and</li> <li>(b) To measure the performance and ensure sustainability of the Platform, the following performance metrics may be considered: - <ul style="list-style-type: none"> <li>(i) throughput to measure the system response speed;</li> <li>(ii) reliability to measure system availability;</li> <li>(iii) system availability;</li> <li>(iv) latency;</li> <li>(v) load balance;</li> <li>(vi) durability to measure on how likely to lose data;</li> <li>(vii) elasticity to measure on how much a resource can grow;</li> <li>(viii) linearity to measure system performance as the load increases;</li> </ul> </li> </ul>

No.	Item	Requirements
		<p>(ix) agility to measure how quickly the provider responds to load changes;</p> <p>(x) automation to measure the percentage of requests handled without human interaction; and</p> <p>(c) customer service response times.</p>
5.	<b>Continuity of Service</b>	<p>The Platform Provider shall maintain plans for business continuity, disaster recovery and backup capabilities and facilities designed to ensure the Platform can continue to perform satisfactorily in the event of any untoward incidents. Such plans shall include, but shall not be limited to, testing, accountability and corrective actions designed to be promptly implemented as necessary.</p>



## PART 6 – DATA PROTECTION

No.	Item	Requirements
1.	<b>Safety &amp; Security of Data</b>	<p>Platform Provider shall ensure that it has in place policies and practices to ensure: -</p> <ul style="list-style-type: none"><li>(a) appropriate administrative, physical and technical safeguards to protect the security, confidentiality, accuracy and integrity of Confidential Data which includes: -<ul style="list-style-type: none"><li>(i) implementing a data classification and handling scheme that defines data types according to sensitivity, and the corresponding policies in relation to the handling, movement, safety and privacy of such Confidential Data;</li><li>(ii) ensuring that Confidential Data collected and stored on the Platform is subject to the data sovereignty rights of Malaysia and the Personal Data Protection Act 2010;</li><li>(iii) ensure that all Confidential Data in transit, in use and at rest is protected in accordance with recognised industry practice on data encryption and cryptography; and</li><li>(iv) limiting Confidential Data access exposure by encrypting the sensitive volumes at rest;</li></ul></li><li>(b) all such steps are taken to protect Confidential Data from any loss, misuse, modification, unauthorised or accidental access or disclosure or alteration in compliance with all applicable data protection laws;</li><li>(c) access to Confidential Data and access to any place or system where Confidential Data is kept is restricted to individuals who are authorised to use or access such Confidential Data as part of their employment; and<ul style="list-style-type: none"><li>(i) appropriate processes are in place for the management and reporting of any data loss or security breach in accordance with applicable legal or regulatory requirements.</li><li>(ii) ensuring that Confidential Data collected and stored on the Platform is subject to the data sovereignty rights of Malaysia and the Personal Data Protection Act 2010;</li></ul></li></ul>

No.	Item	Requirements
		<ul style="list-style-type: none"> <li>(iii) ensure that all Confidential Data in transit, in use and at rest is protected in accordance with recognised industry practice on data encryption and cryptography; and</li> <li>(iv) limiting Confidential Data access exposure by encrypting the sensitive volumes at rest;</li> <li>(d) all such steps are taken to protect Confidential Data from any loss, misuse, modification, unauthorised or accidental access or disclosure or alteration in compliance with all applicable data protection laws;</li> <li>(e) access to Confidential Data and access to any place or system where Confidential Data is kept is restricted to individuals who are authorised to use or access such Confidential Data as part of their employment; and</li> <li>(f) appropriate processes are in place for the management and reporting of any data loss or security breach in accordance with applicable legal or regulatory requirements.</li> </ul>
2.	<b>Location of Confidential Data</b>	<p>Platform Provider must ensure that all precautions have been taken to ensure that Confidential Data collected is:</p> <ul style="list-style-type: none"> <li>(a) stored in a safe and secure location; and</li> <li>(b) hosted by a cloud service provider or data centre possessing the following certification: <ul style="list-style-type: none"> <li>(i) Information Security Management System or cloud- specific certification or standard (i.e. ISO/IEC 27017, Cloud security, ISO/IEC 27018, Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors, Payment Card Industry Data Security Standard, Cloud Security Alliance Cloud Controls Matrix, Service Organisation Control);</li> <li>(ii) Tier 1, 2, or 3 certifications; and/or</li> <li>(iii) Information Technology Infrastructure Library.</li> </ul> </li> </ul>

No.	Item	Requirements
3.	<b>Use of Confidential Data</b>	Platform Provider shall ensure that any collection, use, processing, disclosure, transfer, retention and disposal of Confidential Data complies with all applicable laws including data protection laws.
4.	<b>Ownership and Custodianship of Data</b>	<p>(a) Medical Data, excluding information obtained by Healthcare Professionals from a third party, are owned by the Patients or Guardian, who hold all legal rights as Data Owner.</p> <p>(b) Medical records are owned by the registered healthcare facility under MOH. The responsibility of the OHS platform provider is to ensure that patient information is recorded and protected.</p> <p>(c) The Platform Provider shall be the Data Custodian of all Confidential Data and shall ensure specific written consent must be obtained from the Patient or Guardian and, where applicable, the relevant Healthcare Professional before any release of Confidential Data to any third person.</p>



## PART 7 – REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

No.	Item	Requirements
1.	<b>Qualification to Practice</b>	<p>A Healthcare Professional must be: -</p> <p>(a) duly registered with the respective professional regulatory body in Malaysia; and</p> <p>(b) in possession of a Valid Practising Certificate.</p>
2.	<b>Insurance</b>	<p>A Healthcare Professional should have appropriate liability protection and coverage to provide protection from any malpractice incidences.</p>
3.	<b>Standard of Care</b>	<p>The use of technology for Online Healthcare Services should not affect or alter the ethical, professional and legal requirements in the provision of care by Healthcare Professionals. As such, Healthcare Professionals providing Online Healthcare Services must ensure an acceptable standard of professional care and exhibit the norms of good clinical practice comparable to In- Person Session services.</p>
4.	<b>Establishment of a patient-doctor relationship</b>	<p>At the start of each Online Healthcare Services session, the Healthcare Professional will be required to:-</p> <p>(a) inform the Patient of his/her identity, location/ place of practice and registration status, and take appropriate steps to confirm the identity of the Patient;</p> <p>(b) explain to the Patient his/her role as the Healthcare Professional;</p> <p>(c) explain the limitations and risks of Online Healthcare Services; and</p> <p>(d) obtain the Patient's confirmation that he/she consents to the Online Healthcare Services session.</p>

No.	Item	Requirements
5.	<b>Qualification to Practice</b>	<p>(a) A Healthcare Professional shall assess the appropriateness of Online Healthcare Services before proceeding to provide care; and</p> <p>(b) A Healthcare Professional can opt not to proceed or to terminate a session early in the following circumstances: -</p> <ul style="list-style-type: none"> <li>(i) where in the professional judgement of the Healthcare Professional, the Patient's presenting problem cannot be addressed through Online Healthcare Services and requires an In-Person Session;</li> <li>(ii) where the Patient is a Minor and/or a Mentally Unsound Person and has no Guardian present;</li> <li>(iii) where the internet connection, individual device performance (whether belonging to the Healthcare Professional or Patient) or Platform performance is interrupted or deteriorates to a level where Online Healthcare Services cannot be delivered satisfactorily; and/or</li> <li>(iv) where the Patient or his/her Guardian, as the case may be, is unable to participate meaningfully and effectively in an Online Healthcare Services session, or where Patient's surroundings do not allow Online Healthcare Services to be delivered satisfactorily.</li> </ul> <p>In such instances, the Healthcare Professional should inform the Patient and terminate the session. Thereafter, he/she may arrange for another Online Healthcare Services session or In-Person Session for the Patient, or trigger the refund process for any fee paid, or any portion of the same (if applicable), through the Platform.</p>
6.	<b>Appropriateness of Online Healthcare Services for Patient Informed Consent</b>	<p>Healthcare professionals must follow all ethical and legal requirements to obtain, review, and confirm Patient's valid and informed written consent at each consultation session in accordance with the relevant Code of Professional Conduct and Malaysian Medical Council Guideline: Consent for Treatment of Patients by Registered Medical Practitioners.</p>



No.	Item	Requirements
7.	<b>Communications between Healthcare Professional and Patient</b>	<p>(a) All communications between a Healthcare Professional and a Patient in relation to the Online Healthcare Services shall be through the official communication channels provided on the Platform (such as Platform video, chat and/or message functions) to ensure that all Healthcare Professional-Patient interactions are secure; and</p> <p>(b) In the interest of ensuring privacy and confidentiality of information as well as accountability, Healthcare Professionals are strictly prohibited from communicating with patients through telephone calls or social media platforms (such as WhatsApp, Telegram or Facebook Messenger) when providing all or any part of the Online Healthcare Services. Any request made by patients for communication through these channels should be declined and the Patient be redirected to the Platform official channels of communication.</p>
8.	<b>Privacy, Confidentiality and Security of Patient Information</b>	<p>(a) Healthcare Professional is responsible for Confidential Information obtained from or about a Patient and shall take all steps to ensure that the Confidential Information and any related documentation are effectively protected against improper disclosure at all times;</p> <p>(b) Healthcare Professional's duty of confidentiality extends beyond information revealed by the Patient and also covers what the Healthcare Professional may independently conclude or form an opinion about;</p> <p>(c) Healthcare Professional must ensure that he/she is in a proper and appropriate location to provide Online Healthcare Services so as to ensure the privacy and confidentiality of a Patient's information during an Online Healthcare Services session;</p> <p>(d) Healthcare Professional may release Confidential Information only: -</p> <ul style="list-style-type: none"> <li>(i) where it is required by law; or</li> <li>(ii) with the Patient's written consent (or the written consent of a Guardian properly authorised to act on the Patient's behalf) either implicitly for the sake of a Patient's own care or expressly for other purposes; and</li> </ul>

No.	Item	Requirements
		(e) Where a Healthcare Professional is satisfied that Confidential Information should be disclosed, he/she shall act promptly to disclose all relevant information but shall keep such disclosure to the minimum necessary and use anonymised or coded information where practicable and where it serves the purpose
9.	<b>Compliance with Law</b>	(a) Healthcare Professionals shall comply with all applicable legislation, regulatory policies and guidelines when providing Online Healthcare Services.




## PART 8 - REFERENCES

1. "Establishment of Regulatory Framework for Private Online Healthcare Service (OHS) in Malaysia" - Final Report for Ministry of Health Malaysia dated 23 November 2020.
2. Private Healthcare Facilities and Services Act 1998 [Act 586].
3. Medical Act 1971 [Act 50] read together with the Medical (Amendment) Act 2012 and Medical Regulations 2017.
4. Medicines (Advertisement and Sale) Act 1956 [Act 290].
5. Allied Health Professions Act 2016 [Act 774].
7. Personal Data Protection Act 2010 [Act 709].
8. Interpretation Acts 1948 and 1967 [Act 388].
9. Sale of Goods Act 1957 [Act 382].
10. *Nurul Husna Muhammad Hafiz & Anor v. Kerajaan Malaysia & Ors* [2015] 1 CLJ 825.
11. Malaysian Medical Council. *Code of Professional Conduct 2019*. [CODE-OF-PROFESSIONAL-CONDUCT-2019-Amended-Version.pdf](#)
12. Malaysian Medical Council. *Code on Good Medical Practice 2019*. [Good-Medical-Practice-2019.pdf \(mmc.gov.my\)](#)
13. Malaysian Medical Council. Advisory on Virtual Consultation (during the Covid 19 pandemic). [https://mmc.gov.my/wpcontent/uploads/2020/04/MMC\\_virtualconsultationADVISORY.pdf](https://mmc.gov.my/wpcontent/uploads/2020/04/MMC_virtualconsultationADVISORY.pdf)
14. Malaysian Medical Council. *Malaysian Medical Council Guideline on Telemedicine 2024*. [MMC-Guideline-on-Telemedicine.pdf](#)
15. Malaysian Medical Council. *Guideline: Consent for Treatment of Patients by Registered Medical Practitioners 2016*. [https://mmc.gov.my/wp-content/uploads/2019/11/Consent\\_Guideline\\_21062016.pdf](https://mmc.gov.my/wp-content/uploads/2019/11/Consent_Guideline_21062016.pdf).
16. Malaysian Medical Council. *Guideline for Medical Records and Reports 2006*. <https://mmc.gov.my/wp-content/uploads/2019/11/Medical-RecordsMedical-Reports.pdf>
17. Malaysian Medical Council. *Guideline on Audio and Visual Recordings 2010*. <https://mmc.gov.my/wp-content/uploads/2019/11/Audio-and-Visual-Recordings.pdf>.
18. Malaysian Medical Council. *Guideline for Document Verification 2012*. [Guideline-doc-verify.pdf \(mmc.gov.my\)](#).
19. Malaysian Medical Council. *Guideline on Confidentiality 2011*. [Confidentiality-guidelines.pdf \(mmc.gov.my\)](#)
20. Garis Panduan Perkhidmatan E-Pharmacy Dalam Online Healthcare Services 2022. [gp-e-pharmacy-dalam-ohs.pdf \(moh.gov.my\)](#)
21. World Health Organization. (2022). *Consolidated Telemedicine Implementation Guide*. [iris.who.int/bitstream/handle/10665/364221/9789240059184-eng.pdf?sequence=1](https://iris.who.int/bitstream/handle/10665/364221/9789240059184-eng.pdf?sequence=1)
22. World Health Organization. (2021). *Global Strategy on Digital Health 2020-2025*. World Health Organization. [9789240020924-eng.pdf \(who.int\)](#)



EHEALTH PLANNING SECTION  
Planning Division  
Ministry of Health Malaysia  
Level 2, Block E1, Precinct 1  
62590 Putrajaya, Malaysia





EHEALTH PLANNING SECTION  
Planning Division  
Ministry of Health Malaysia  
Level 2, Block E1, Precinct 1  
62590 Putrajaya, Malaysia