

Title: PDPC's Public Consultation on Managing Unsolicited Commercial Messages and the Provision of Guidance to Support Innovation in the Digital Economy

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S/N	Questions	TMLS' comments
1	What are your views on the proposed scope and applicability of the DNC Provisions and the Spam Control Provisions?	Our company is of the view that there should be a distinction between an IM platform where the Singapore telephone number is the <u>sole</u> identifier vis-à-vis IM platforms where there are 2 or more identifiers (that may or may not include the Singapore telephone number). This is because with smartphones and mobile apps, from the customer experience perspective, there isn't much difference receiving marketing text messages via SMS and receiving commercial text messages via the IM platform with the Singapore telephone number as the sole identifier. The current definitions in para 3.5 (a) and (b) do not make such a distinction, and it may be confusing to apply both DNC and Spam Control provisions for this scenario of IM platform where the Singapore telephone number is the sole identifier.
2	What are your views on including commercial text messages sent using IM identifiers under the Spam Control Provisions?	We are of the view that the definition of "unsolicited" be clarified going forward. This is because on some IM platforms (e.g. via LinkedIn), there is a process to "connect" with individuals and it is possible to send commercial text messages in bulk to "connections". It may be implicit that "connections" have consented to receive such text messages, and in the case of LinkedIn, it is assumed to be generally commercial in nature. However, such bona-fide messages may be regarded as spam under the current definitions. If the regulatory intent is to allow such a scenario, i.e. not regard as spam, then it may be clearer to treat "deemed consent" as not falling under "unsolicited".
3	What are your views on the proposed reduction of the period for effecting withdrawal of consent to 10 business days, in line with the period to effect an unsubscribe request under the Spam Control Provisions?	Although we understand the intent of the proposed reduction, such a change will pose operational challenges for many companies and may substantially increase the cost of compliance. For systems that are not able to track public holidays/weekends, it may be difficult for the organisations to comply with the "business day" requirement (vs calendar days under the DNC provisions). We prefer to keep it at status quo of 30 days for the time being, and perhaps in the medium to longer term, the authorities can review the situation and reduce it in phases (e.g. 20 days first, and 10 days after X years)
4	What are your views on prohibiting the use of dictionary attack and address harvesting software for sending of commercial messages to all telephone numbers, IM identifier and email addresses.	We agree to prohibit this.
5	Should B2B marketing messages be subject to the requirements under the DNC Provisions, in alignment with the coverage under the Spam Control Provision?	We are of the view that B2B marketing messages should not be subjected to the requirements under the DNC Provisions. When the PDPA was first introduced in 2012, the focus and the responsibilities of the obligations were more on B2C transactions rather than B2B. As a global economic hub, it was indicated by the Minister in the Second Reading speech that the implementation of the PDPA needs to strive to balance Singapore's economic interests and provide sufficient protection for citizens in their right to personal data privacy. As it is a personal choice to use one's personal mobile number for business purposes (or have 2 SIM cards, one for business

		and one for personal use, in the same mobile phone), and we believe the numbers are not in the majority, the person should be expected to receive B2B marketing messages on his/her mobile phone. The economic costs to companies by subjecting B2B marketing messages to the requirements under the DNC do not seem justifiable to address the issues.
6	What are your views on the proposal for the DNC Provisions to be enforced under an administrative regime?	We agree with the proposal to change it to an administrative regime. However, PDPC should still have the authority to escalate specific cases for more serious, recurring and/or intentional breaches of the DNC Provisions.
7	What are your views on the proposed obligation to communicate accurate DNCR results, and liability on third-party checkers for any infringements of the DNC Provisions resulting from inaccurate information they provided?	We agree with the proposal to include liability on third-party checkers. We would like the authorities to clarify whether an organisation is able to be absolved of its liability on the breach should it have conducted the necessary due diligence on the third-party checker.
8	What are your views on the proposed prohibition of resale of results of telephone numbers checked with the DNCR?	We agree with the proposal.
9	What are your views on the proposed deeming provision?	We agree with the proposal to introduce a deeming provision. However, we would like to clarify with the authorities on what will be the treatment for scenarios where the mobile phones/SIM card had been cloned without the person's knowledge and he/she has no easy or technical means to prove so. It may seem onerous for burden of proof to only fall on the individual in this case.
10	What are your views on the proposed Enhanced Practical Guidance framework?	We agree with the proposed EPG Framework. However, we would like the authorities to provide more clarity on the cost structure for different types of companies and different types/number of queries. In addition, we would like to seek clarity on the definition of "hypothetical situations" mentioned in para 6.1. This is because with the pace of technological advances, it may sometimes be difficult to determine if the companies' future business ideas and concepts are considered as "hypothetical", or just being ahead of its time. It may be more useful to state that PDPC will not provide determinations to queries that are not sufficiently fleshed out or conceptualized.

In conclusion, our company agrees with PDPC with most of the proposed changes but would also like PDPC to provide further clarities on the above mentioned.