



**SINGAPORE TELECOMMUNICATIONS LIMITED**

**SUBMISSION TO THE INFO-COMMUNICATIONS DEVELOPMENT  
AUTHORITY OF SINGAPORE**

**IN RESPONSE TO THE**

**PUBLIC CONSULTATION ON REVIEW OF THE END USER SERVICE  
INFORMATION PROVISIONS IN THE CODE OF PRACTICE FOR  
COMPETITION IN THE PROVISION OF TELECOMMUNICATION  
SERVICES 2012**

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SERVICES 2012 (CODE)**

**1 INTRODUCTION**

- 1.1 Singapore Telecommunications Limited and its related companies (“**SingTel**”) are licensed to provide info-communications services in Singapore. SingTel is committed to the provision of state-of-the-art info-communications technologies and services in Singapore.
- 1.2 SingTel welcomes the opportunity to provide comment on the proposed revisions to the Code of Practice for Competition in the Provision of Telecommunications Services 2012 (“**the Code**”).
- 1.3 On 13 February 2014, SingTel lodged a submission to the Personal Data Protection Commission (“**PDPC**”) in response to the public consultation on the proposed advisory guidelines on the application of the Personal Data Protection Act (“**PDPA**”) to scenarios faced in the telecommunications sector. As that submission covers similar issues to this present submission, these two submissions can be read in conjunction with each other.
- 1.4 This submission is structured as follows:
- (a) Introduction;
  - (b) Summary of major points;
  - (c) Statement of interest;
  - (d) Comments
  - (e) Conclusion

## 2 SUMMARY OF MAJOR POINTS

- 2.1 SingTel welcomes the Info-communications Development Authority of Singapore's ("IDA") intention to streamline the operation of the privacy and data protection provisions of the Code to take account of the new obligations coming into effect under the PDPA.
- 2.2 SingTel strongly supports the alignment of the two regulatory regimes. An integrated and consistent regulatory approach will make the obligations easier to understand and implement.
- 2.3 While SingTel welcomes the consultation, SingTel is concerned that the IDA's proposals will:
- (a) have the potential unintended effect of maintaining non-alignment between the Code and the PDPA, which in turn will create significant compliance and implementation problems for telecoms operators; and
  - (b) will create unreasonable constraints on the manner in which telecoms operators provide public telecoms services in certain situations.
- 2.4 SingTel's primary concern is the remaining non-alignment between the definition of End User Service Information ("EUSI") in the Code and the definition of 'personal data' in the PDPA. When these definitional inconsistencies are coupled with the IDA's proposed amendments to section 3.2.6.2 of the Code, the effect of the proposed changes is a removal of the exemptions that are currently available under the Code and an inability for telecoms providers to rely on the protections that would otherwise be potentially available under the PDPA.
- 2.5 SingTel does not consider that there is merit in splitting the concept of EUSI to distinguish between Residential End Users and Business End Users. Most significantly, there is no merit in adopting a different range of exemptions in the context of these two user types. The precise reason as to why the IDA has proposed this approach is unclear but does not appear to be well founded or justifiable.

- 2.6 Further, SingTel has significant concerns about the IDA's proposed treatment of the following matters:
- (a) planning and provisioning;
  - (b) interconnection, inter-operability and other requirements;
  - (c) outbound roaming;
  - (d) inbound roaming;
  - (e) messages to inbound roamers; and
  - (f) bad debts and fraud.
- 2.7 SingTel is genuinely interested in ensuring a workable data protection and privacy framework under both the Code and PDPA. A key part of achieving this objective is the need for clearer alignment at a conceptual level between these two frameworks and a clear and unambiguous list of exemptions in section 3.2.6.2 of the Code.
- 2.8 Further clarity is also required in relation to the IDA's classification of certain types of information, such as information disclosed or received as part of the provision of outbound or inbound roaming services.
- 2.9 SingTel requests that the IDA take these comments on board and requests another round of consultation on any revised proposal developed by the IDA in response to this submission. We look forward to working with the IDA on further improving the applicable provisions under the Code.

### **3 STATEMENT OF INTEREST**

- 3.1 SingTel has a comprehensive portfolio of services that includes voice and data services over fixed, wireless and Internet platforms. SingTel services both business and residential customers and is committed to bringing the best of global telecommunications to its customers in the Asia Pacific and beyond.
- 3.2 SingTel is also a leading Internet service provider ("ISP") in Singapore and has been at the forefront of Internet innovation since 1994, being the first ISP to launch broadband services in Singapore. It is licensed to offer IPTV services under a nationwide subscription television licence granted by the Media Development Authority of Singapore ("MDA").

3.3 As a licensed provider of telecoms services in Singapore under the Code, SingTel is directly affected by the IDA's proposed revisions to the Code. SingTel presents the following comments as its formal response to those proposed revisions.

#### **4 COMMENTS**

4.1 SingTel is committed to delivering telecoms services to its customers in a manner that complies with the privacy and data protection provisions of the Code and the PDPA. However, SingTel also wishes to ensure that the IDA's proposed amendments result in a full and proper alignment at the conceptual level between the Code and the PDPA; and that the regulatory burden associated with compliance remains proportionate and does not result in unnecessary costs to industry participants or to higher prices and inconvenience for end users.

4.2 Telecoms providers operate in a unique sector of the Singaporean economy where the collection, use and disclosure of both 'personal data' and EUSI are central to the delivery of telecoms services. In the telecoms sector, this data is not a by-product of customer interaction, as it may be in a sector like retail, the data is essential to service delivery. The Code currently imposes a strict exemptions based regime on telecoms operators for the protection of customer information and data.

4.3 With the introduction of the new concepts and obligations in the PDPA, SingTel would prefer to see the EUSI regime retained in the Code but adapted to align with, and to incorporate these new definitions and concepts, rather than revised in the manner proposed in the consultation paper.

4.4 In particular, SingTel proposes that the definition of EUSI in section 3.2.6.1 of the Code be amended to explicitly include all 'personal data', with the existing exemptions in section 3.2.6.2 of the Code retained.

***Distinguishing between EUSI and ‘personal data’ likely to cause confusion and does not result in legal alignment***

4.5 SingTel contests the assumption, implicit in the consultation paper, that the concepts of EUSI and ‘personal data’ are necessarily related or interchangeable. This is simply not the case. There is a clear definitional distinction between the two concepts, with important practical consequences.

4.6 Section 3.2.6.1 of the Code currently defines EUSI as:

*“...all information that a Licensee obtains as a result of an End User’s use of a service provided by the Licensee. This includes, but is not limited to, information regarding:*

- (a) The End User’s usage patterns (including number of calls, duration of calls and parties called;*
- (b) The services used by the End User;*
- (c) The End User’s telephone number and network confirmation;*
- (d) The end User’s location information; and*
- (e) The End User’s billing name, address and credit history”.*

4.7 Based on this definition, two questions must be asked to determine if information is EUSI:

- (a) Was the information obtained by a licensee?
- (b) Was the information obtained as the result of an End User’s use of a service?

If both of these questions are answered in the affirmative, then the information is EUSI. Accordingly, the definitional focus for the classification of EUSI is not the substance of the data itself, but *how* and by *whom* it was obtained.

4.8 The PDPA defines ‘personal data’ in markedly different terms. Section 2 of the PDPA defines ‘personal data’ as:

*...data, whether true or not, about an individual who can be identified –*

- (a) from that data; or*
- (b) from that data and other information to which the organisation has or is likely to have access.*

- 4.9 This definition shows that the determinate feature of whether information is ‘personal data’ is the ability of that data to *identify* an individual. If the data can lead to the identification of an individual, the data is ‘personal data’. If an individual cannot be identified with reference to the data, it is not ‘personal data’.
- 4.10 Against this backdrop, SingTel understands the intention of the IDA to propose revisions to the Code that will ‘*streamline sub-section 3.2.6.2*’ and ‘*provide clarity to the public and industry*’.<sup>1</sup> SingTel agrees that if the proposed revisions were to have the effect of better aligning the obligations of the PDPA and the Code, they would be worth pursuing.
- 4.11 However, having considered the issues which arise from the divergent definitions of ‘personal data’ and EUSI, SingTel is concerned that the outcome of the changes proposed in the consultation paper may not align with their intent. The proposed changes will make the Code more difficult to interpret and apply in conjunction with the PDPA. SingTel envisages this happening for the following two reasons.
- 4.12 First, as a result of the definitional distinction between ‘personal data’ and EUSI explained above, it is not possible to remove exemptions currently in section 3.2.6.2 of the Code and expect that their effect will be replaced by similar exemptions in the PDPA. The problem with this approach is that any data which constitutes EUSI under the Code, but which does not satisfy the definition of ‘personal data’, will not enjoy the exemptions that are available under Schedules 2, 3 and 4 of the PDPA. Rather, EUSI that is not ‘personal data’ will lose the exemptions in the Code under the proposed revisions to section 3.2.6.2. To illustrate this, consider the following scenario:
- (a) A telecoms provider holds a document that records the following: *at midday on 1 January a residential subscriber (phone number 12345678) called another person (using phone number 87654321)*. This information is EUSI, because it is information collected by a telecoms provider as the result of the use of a service. It is still not clear that the data is ‘personal data’, because it would be unlikely the individuals involved in the call could be identified merely from the information held.

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<sup>1</sup> Info-communications Development Authority of Singapore, ‘Review of End User Service Information Provisions in the Code of Practice for Competition in the Provision Telecommunications Services 2012’ (23 January, 2014), paragraph 4, page 3.



- (b) Under the current version of the Code, the telecoms provider could collect and disclose this information to the police, without the individual's consent, relying on the exemption from consent granted to actions that 'provide assistance to law enforcement'. This exemption is currently provided for by section 3.2.6.2(a)(iv) of the Code.
- (c) The proposed revisions to the Code, set out in Annex A of the consultation paper, remove the 'provide assistance to law enforcement' exemption from the need for consent currently in section 3.2.6.2(a)(iv) of the Code. Therefore, under the proposed revisions the telecoms provider would have no legal basis to pass the EUSI information on to the police if the information constitutes EUSI; if the same data does not necessarily constitute 'personal data' as defined by the PDPA, then none of the exemptions in schedules 2, 3 and 4 of the PDPA would apply either.

4.13 SingTel is concerned that the loss of certain existing exemptions, like in the scenario above, will make the legal position in relation to the treatment of certain types of information more ambiguous. While SingTel understands that this is not the intention behind the proposals in the consultation paper, we are concerned that this may be the unexpected result if they were to be implemented.

4.14 The second difficulty that arises from the definitional distinction between EUSI and 'personal data' is the challenge telecoms providers will have establishing systems to classify information against the two definitions. To implement the obligations that would flow from the proposed revisions to the Code, every individual piece of data held by a telecoms provider would need to be classified into one of four categories:

- (a) data that is 'personal data';
- (b) information that is EUSI;
- (c) data that is both 'personal data' and EUSI; or
- (d) data which is not 'personal data' and not EUSI.

4.15 Once data is classified into one of these four categories, the systems of a telecoms provider would need to appropriately comply with the distinct legal obligations that flow from that classification.

4.16 To add to the compliance challenge, one piece of information could shift from one category to another over time, for example, as it is integrated with other data sets or used for a particular purpose. This is a function of the fact that the definition of ‘personal data’ is linked to other data held in an organisation. SingTel submits that the compliance burden involved in complying with these parallel, but interlinked, regulatory regimes would be particularly onerous.

#### ***Aligning EUSI and ‘personal data’***

4.17 Having identified the issues set out above, SingTel proposes an alternate approach to aligning the definition of EUSI in the Code with the definition of ‘personal data’ in the PDPA. The approach we propose would, for the purposes of the Code, essentially merge the definitions together.

4.18 SingTel suggests that the definition of ‘personal data’ be merged into the definition of EUSI under the Code, while the existing exemptions of section 3.2.6.2(a)(i)-(v) remain in force. Taking this approach, the definition of EUSI in Section 3.2.6.1 of the Code would be redrafted to read:

*“...all Personal Data that a Licensee obtains as a result of an End User’s use of a service provided by the Licensee. This may include, but is not limited to:*

- (a) The End User’s usage patterns (including number of calls, duration of calls and parties called;*
- (b) The services used by the End User;*
- (c) The End User’s telephone number and network confirmation;*
- (d) The End User’s location information; and*
- (e) The End User’s billing name, address and credit history”.*

4.19 Section 1.9 of the Code would also need to be amended, to add the definition of Personal Data, in the following terms:

*“Personal Data” has the meaning specified by section 2 of the Personal Data Protection Act 2012.*

4.20 Adopting this approach would simplify the operational interaction between the Code and the PDPA, enabling telecoms providers to establish systems that treat both ‘personal data’ and EUSI in the same manner. If information is capable of satisfying the definition of ‘personal data’ in the PDPA, or the definition of EUSI in the Code, a telecoms provider would have the ability to rely upon the exemptions in section 3.2.6.2 of the Code in relation to that data.

***The proposed distinction between Residential End Users and Business End Users***

4.21 The consultation paper proposes that the EUSI regime in section 3.2.6.2 of the Code be redrafted, breaking the section into two parts; one that applies to Residential End Users, and another that applies to Business End Users. The notes to Annex A of the consultation paper defines a Business End User and a Residential End User in the following manner:

*“Business End User” refers to a business subscriber of any service in Singapore.*

*“Residential End User” refers to a residential subscriber of any Service in Singapore, and for the purposes of Sub-section 3.2.6.2(c)(iii), includes a user of any service in Singapore.”*

4.22 The consultation paper proposes that four exemptions from consent would apply to Business End Users, while three exemptions would apply to Residential End Users. The wording of each of these exemptions is different, meaning that the extent of the obligation of telecoms providers to seek consent from Business End Users and Residential End Users would be different.

4.23 The wording in section 3.2.6.2 of the existing Code makes no distinction between Business End Users and Residential End Users. Rather, section 1.9(1) of the Code defines an “End User” broadly as a “*business or residential subscriber of any Service in Singapore*”. SingTel submits that this existing approach gives appropriate clarity and certainty to the telecoms industry, and enables the industry to take a consistent approach to the protection of important information across different types of subscriber.

- 4.24 The consultation paper does not explicitly explain why the approach of splitting subscribers into two types has been proposed. SingTel supposes that this approach has been proposed with the aim of assisting telecoms providers identify ‘personal data’.
- 4.25 However, the effect of some of the IDA proposals for Business EUSI would result in telecoms providers having to seek consent from Business End Users in order to use the Business EUSI for purposes that are directly related to the provision of telecommunication services, for example, billing, bad debt and fraud management.
- 4.26 Accordingly, SingTel suggests that the redrafting of section 3.2.6.2 of the Code not proceed in the form set out in Annex A of the consultation paper.
- 4.27 Notwithstanding this, if the proposed revisions to demarcate Business and Residential End Users are pursued, the following specific comments in relation to Residential EUSI would equally apply to Business EUSI.

### ***Planning and provisioning***

- 4.28 SingTel strongly opposes the IDA’s proposal to remove the current exemption from the requirement for end user consent for the use of EUSI for “planning” and “provisioning” and providing an authorization for planning and provisioning that is limited to network operations and/or network maintenance.
- 4.29 The commercial reality is that telecoms providers typically conduct significant analysis before making capital investments in network infrastructure or product development. This analysis is necessarily multifaceted. It involves overlaying technical and commercial considerations to make an economic decision on the viability of a capital investment.
- 4.30 Business and product development go hand in hand with planning. To ensure that telecom providers’ networks have the capabilities required by customers, telecom providers need to understand how customers are using their networks and how these services are likely to be used in the future. Then, to make the right decisions about where and how to upgrade our networks, they need to understand how the upgrades will deliver a commercial return. In this process, EUSI is a critical input into the

technical and commercial analysis undertaken by telecom providers to ensure that we continue to deliver outcomes for our customers.

- 4.31 The nexus between end user information, technical planning and capital investment is of particular importance in the telecoms industry. SingTel strongly supports the continuing operation of 3.2.6.2 (a) for both Residential and Business EUSI, and would ask the IDA to reconsider its proposal to abolish it.

***Interconnection, inter-operability and other requirements***

- 4.32 SingTel supports the IDA’s intention to maintain an exemption from the requirement of consent for the purposes of interconnection and inter-operability. However, SingTel requests that the IDA also consider retaining the “provisioning” and “billing” exemptions under section 3.2.6.2 of the Code in the context of Interconnection Related Services and Mandated Services under the Code, the NetCo Interconnection Code and the OpCo Interconnection Code.
- 4.33 As the IDA is aware, a Dominant Licensee must provide Interconnection Related Services and Mandated Wholesale Services to other Licensees. Requesting Licensees may obtain such services from the Dominant Licensee on the terms specified in a Reference Interconnection Offer (“**RIO**”) developed by the Dominant Licensee and approved by the IDA. The Dominant Licensee is required to offer, in addition to interconnection and inter-operability applications, Physical and Logical Interconnection, Essential Support Facilities, Unbundled Network Elements, Unbundled Network Services and Mandated Wholesale Services, under section 2.1 of Appendix 2 of the Code (“**Other Requirements**”).
- 4.34 Similar to interconnection and inter-operability, the provision of Other Requirements is a regulatory requirement by IDA. Individual consent should not be required for the collection, use or disclosure of such information where such collection, use or disclosure is required under written law. The IDA should authorize the Dominant Licensee and its Requesting Licensees to collect, use and disclose EUSI without consent for the purpose of acquiring, provisioning, maintaining and use of Interconnection Related Services.

- 4.35 Examples of EUSI provided by Requesting Licensees to Dominant Licensees when acquiring, provisioning, maintaining and use of Interconnection Related Services can be found in the order for Local Loop (Schedule 3A of the SingTel's RIO), order for Line Sharing (Schedule 3B of the SingTel's RIO) and order for Internal Wiring (Schedule 3C of the SingTel's RIO).
- 4.36 A Requesting Licensee who seeks to obtain Interconnection Related Services may accept the RIO on the terms and conditions specified by the Dominant Licensee and approved by the IDA without negotiation (Section 6.2.1 of the Code). As the purpose and intended use of EUSI provided by Requesting Licensees to a Dominant Licensee for acquiring, provisioning, maintaining and use of Interconnection Related Services pursuant to the RIO is subject to reviewed and approved by the IDA, it makes practical sense for the collection, use or disclosure of such EUSI be authorized under the Code.
- 4.37 Similar requirements to provide certain services can be found in the NetCo Interconnection Code and the Opco Interconnection Code. Given that the purpose of NetCo Interconnection Code contains the entire obligations and responsibilities on the Licensee in relation to the services to be offered and of the Qualifying Persons in relation to the take up of the Licensee's services (Section 1.3 of the NetCo Interconnection Code 2009), the provision and use of EUSI for acquiring, provisioning and use of Mandated services should also be authorized under the NetCo Interconnection Code or the Code.
- 4.38 As NetCo is required to only offer Mandated Services to a Qualified Person pursuant to Section 2.1 of the NetCo Interconnection Code by law, it provides that the PDPA would exempt the Licensees from obtaining individual consent for the collection, use or disclosure of such information for use under the NetCo's Interconnection Offer ("ICO") and Customised Agreement to NetCo Interconnection Offer approved by the IDA.

- 4.39 Examples of EUSI provided by Qualified Person to NetCo when acquiring, provisioning and maintaining and use of Mandated Services can be found in the request for Residential End-User Connection, reclassification of Non-Residential Premise and change of appointment (Schedule 1 of the OpenNet ICO). Example of NetCo providing EUSI to Qualified Person for Qualified Licensee to bill its end-users can be found in Section 6.3 of Schedule 1 of the OpenNet's ICO where OpenNet will provide the Qualified Person a Service Report Form where the home owner has previously refused OpenNet's entry to the premise or required installation of internal cabling exceeding 15 meters.
- 4.40 In view of Interconnection Related Services and Mandated Services are required to be offered, the IDA should consider retaining the "provisioning" and "billing" purposes to the extent necessary to acquire, provision, maintain and use of Interconnection Related Services and Mandated Services under the Telecom Competition Code, the NetCo Interconnection Code and the OpCo Interconnection Code.

### ***Outbound Roaming***

- 4.41 SingTel does not agree with the IDA's assumption that information that is transferred or disclosed arising from outbound roaming will necessarily constitute 'personal data' in the first place.
- 4.42 Based on a close consideration of the nature of data actually exchanged in outbound roaming, SingTel does not consider that the information involved in a typical outbound roaming information exchange involves the transfer of 'personal data', as defined by the PDPA. The reasons for this are as follows:
- (a) the information which a Singapore mobile operator discloses to an overseas mobile operator in relation to an outbound roaming subscriber will generally be the MSISDN of the subscriber and information about that subscriber's eligibility for roaming services and related information, such as the type of roaming services that should be provided (e.g. voice, data, etc.).

- (b) SingTel does not consider that the above mentioned information will constitute personal data for the purposes of the PDPA in the context of outbound roaming services provided by overseas mobile operators.

4.43 Put simply, the provision of this information is unlikely to result in a situation where the identity of the roaming subscriber will be capable of being readily ascertained by the overseas mobile operators. In any event, telecoms providers will generally require end users to explicitly consent or ‘opt in’ to the subscription or take up of roaming services.

4.44 If the IDA maintains its view that outbound roaming involves the transfer of ‘personal data’, then SingTel believes that there is merit for the IDA to continue to grant an authorization for the collection, use and disclosure of Residential and Business EUSI for roaming.

4.45 SingTel also notes that it may not always be the case that legacy customers would necessarily have consented to such a disclosure (e.g. if the terms of supply significantly predated the PDPA changes). In this case, SingTel proposes that where an end user has taken up, or has previously used roaming services, then consent should be deemed to have been obtained from the end user for supplying their ‘personal data’ to the overseas mobile telecoms providers for the purpose of providing the roaming service.

### ***Inbound Roaming***

4.46 In relation to the proposal that mobile telecoms providers be considered data intermediaries, SingTel has given its comments in our submission to the PDPC public consultation on the proposed advisory guidelines on the application of the PDPA to scenarios faced in the telecommunications sector



- 4.47 In relation to the IDA proposal, SingTel does not consider that the provision of inbound roaming services will necessarily result in the disclosure of ‘personal data’ to a Singapore mobile telecoms provider by the relevant overseas mobile telecoms provider.
- 4.48 It is not usually possible for a Singapore mobile telecoms provider to establish the identity of the roaming subscriber through the information which is typically collected from the overseas host mobile operator. The other relevant data points which would be necessary to enable the Singapore mobile telecoms provider to identify the roaming subscriber are held by the overseas mobile telecoms provider and are not typically available to the Singapore mobile telecoms provider that provides roaming services.
- 4.49 SingTel therefore submits that the proposed revisions in relation to inbound roamers are, in fact, unnecessary. Rather, they risk complicating matters in relation to how the local mobile telecoms providers manage the use of the customer data when that customer is in fact a subscriber and end user of an overseas party.
- 4.50 The IDA itself partially acknowledges this point in paragraph 25 of the consultation paper, where it says that any authorization it provides in relation to inbound roamers may not be relevant for business subscribers on the grounds that the inbound roamers are actually subscribers of a foreign telecommunication operator.
- 4.51 Given the above, it may be impractical and not necessary to attempt to use the Code to regulate the use, collection and disclosure of inbound roamer’s data.
- 4.52 SingTel also notes that delivery of messages to inbound roamers, as envisaged by the IDA, would be a matter covered by existing commercial arrangements between the local mobile telecoms provider and overseas telecoms provider (i.e. the roaming partner). In some cases, those arrangements permit such messages to be sent. However, in other cases, they would not be permitted. The commercial agreements would also cover the nature of the messages that could be sent.
- 4.53 Accordingly, when the application PDPA provisions are viewed in the context of these contractual constraints on such communications, local mobile telecoms providers would not be completely unconstrained in marketing their own services to inbound roamers.

4.54 For these reasons, SingTel does not agree with the proposed changes to the Code, as they relate to inbound roamers. Notwithstanding this, if the IDA still wishes to consider authorizations for the collection, use and disclosure of residential EUSI in relation to inbound roamers, SingTel provides its comments on the regime for managing messages that are sent to inbound roamers.

#### ***Messages to inbound roamers***

4.55 The IDA's proposal seeks to allow local mobile telecoms providers to send inbound roamers Roaming Related Information, without the need for consent. In note 6 of Annex A in the consultation paper, Roaming Related Information is defined as:

- (i) *The preferred roaming partners in a foreign jurisdiction;*
- (ii) *Charges for voice, messaging and data services to the in-bound roamer's home country, in Singapore and to any third countries; or*
- (iii) *The alternative roaming options available to the subscriber such as alternative call back options or roaming rate-capped buddies.*

4.56 The delivery of information to inbound roamers would typically take the form of an SMS to an inbound roamer who is using a non-Singapore telephone number. SingTel understands that these messages would not be restricted by Part IX of the PDPA (the part that relates to the Do-Not-Call Registry), which only regulates the sending of messages to *Singapore* based telephone numbers.

4.57 SingTel supports the IDA proposal to allow local mobile telecoms providers to send roaming related information, without consent, to inbound roamers. As the PDPC stated in its recent discussion paper, if the inbound roamer subsequently provides the local mobile telecoms provider with 'personal data', then that data would need to be appropriately handled in accordance with the requirements of the PDPA.

### ***Bad debts and fraud***

4.58 SingTel strongly opposes the proposal to remove the exemption from the requirement of consent for the use of Business EUSI to manage bad debt and fraud. In SingTel's experience, the issues of bad debt and fraud are not limited to Residential End Users.

4.59 If the proposed revision to this section were to proceed, the law would be left in the peculiar position whereby:

- (a) the limited collection, use and disclosure of Residential EUSI without consent would be authorized; through the operation of the exemptions in schedule two, three and four of the PDPA; however
- (b) the collection, use and disclosure of Business EUSI without consent would not be authorized.

4.60 This situation could incentivize unscrupulous businesses, already contractually obligated to pay a telecoms provider, to withdraw consent as a mechanism to make it harder for the telecoms provider to recover an outstanding debt.

4.61 For this reason, SingTel requests that the IDA reconsider its proposed revisions to the exception from consent that currently allow for the collection, use and disclosure of Business EUSI in the process of managing bad debt and fraud.

## **5 CONCLUSION**

5.1 SingTel appreciates the opportunity to contribute to the consultation process on this important area of public policy. We look forward to engaging further with the IDA on these matters.