

**Public Consultation issued by the Personal Data Protection Commission on Proposed  
Data Portability and Data Innovation Provisions**

**Feedback And Comments By:**

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<b>No.</b>	<b>RE: Public Consultation issued by the Personal Data Protection Commission on Proposed Data Portability and Data Innovation Provisions</b>
1.	<p>Q1. What are your views on the impact of data portability, specifically on consumers, market and economy?</p> <p>MSIG Singapore: While we understand the underlying reasons put forward to support data portability, we have concern as a general insurance company, as to what kind of data could or should be ported. We are also unsure whether the porting of data for underwriting purposes benefit consumers in any way.</p> <p>Insurance contracts are based on the principle of uberrimae fidei, i.e. of utmost good faith that the intending insured discloses all material facts that could influence the insurer whether to accept the application for insurance.</p> <p>If such electronic data were to be ported to an intended new insurer, the data could be out-dated or incomplete.</p> <p>Whose responsibility is it to ensure that the electronic data is updated and complete before it is ported over?</p> <p>Can the consumer hide under the data portability provisions to disclaim accuracy of the data ported, placing the responsibility on the incumbent to update the electronic data (e.g. with claims data)?</p> <p>The insurer, having accepted the application based on the disclosed information, would have customer's data within the organization. Much of such information could have been captured in paper form in Insurer A, but Insurer B (being more digitally advanced) may have the underwriting information captured electronically. How do we reconcile the differing standards of digitalization amongst different market players?</p>
2.	<p>Q2. What are your views on the proposed Data Portability Obligation, specifically –</p> <p>a) scope of organisations covered; and</p> <p>b) scope of data covered?</p> <p>MSIG Singapore: Some of our concerns as an underwriter of insurance contracts are:</p> <p><u>On Scope of data covered:</u></p> <ul style="list-style-type: none"> <li>• Accuracy and currency of data – Porting organization should not have to validate currency and accuracy of data. E.g. user contact number, emails or information on third party</li> </ul>

- For GI – if some information is received from porting organization but not the full information to underwrite the customer or risk, receiving organization may still request individual to complete the application form or to respond to further queries from the porting organization. Receiving ported information should not amount to a waiver of the requirement to complete and sign on the proposal form or to respond to and provide further information.

#### User Provided Data

- We need to clarify if User Provided Data refers only to initial data provided by an individual to organization? Data such as motor NCD %, years of driving experience updated subsequently by organization, are these excluded?
- Data in non-electronic form is said to be exempted. There are instances where data from hard copy supporting document is updated only partially to systems. Without referencing to the original document, the partially inputted data in the systems would not be useful for receiving organization. Can such partially inputted data be excluded?
- Claim history provided by individual in proposal form are usually not updated to system (unless from on-line channel). Claim records in our system should not fall within portability scope. Sharing of claim data should be via an agreed industry-wide system.

#### User Activity Data

- There are instances that data is provided directly to customers and available for download in machine readable format by the customers themselves and insurer does not have access to such data (e.g. location data, trip history captured under user-based insurance). Would such data fall outside the scope of data portability?
- Organization should not be required to retain user activity data longer than intended for business purpose. E.g., if a health product is designed to reward policyholders based on lifestyle and physical activity through wearable device linked to an app provided by a 3<sup>rd</sup> party vendor, if the product is discontinued and app terminated, there may not be a need to retain the big data.
- For receiving organization - Receiving big data in such forms may be hard to use for any purpose without enhancing systems and/or process. Accuracy and quality of data would be a concern as well. Eg. Telematics data collected via phone app vs data from telematics device has vast difference in terms of accuracy. Furthermore, receiving organization will not have the parameters set in devices to understand the data received.
- Does claims data fall under “user activity data” or “user provided data”? We are the view that that claims data should be outside the scope of data portability.
- Data of “insured persons” under an insurance contract can be sensitive, and are usually provided by an individual for the purpose of the insurance contract. Should such data of insured persons be excluded from the scope of data portability?

3.	<p>Q3. What are your views on the proposed exceptions to the Data Portability Obligation, specifically –</p> <p>a) the proposed exception relating to commercial confidential information that could harm the competitive position of the organisation, to strike a balance between consumer interests and preserving the incentive for first movers’ business innovation; and</p> <p>b) the proposed exception for “derived data”?</p> <p>MSIG Singapore: The timeframe for first mover must be defined and perhaps by the industry or sector. Allowing porting of data too soon adds cost to the porting organization and may not be utilized by receiving organization if they are not ready to adopt the data for any use. Receiving company may end up having to address customer dissatisfaction.</p> <p>Exception for “derived data” for the insurance industry should include pricing, claims, actuarial analysis and processed UBI data such scoring data and behavior data (e.g. harsh braking events, harsh cornering events).</p>
4	<p>Q4. What are your views on the proposed requirements for handling data portability requests?</p> <p>MSIG Singapore:</p> <p><u>Receiving the request</u></p> <ul style="list-style-type: none"> <li>• Informing individual upfront what data is available is important.</li> <li>• For activity based big data, there must be a restriction on the period of data and the maximum size of data.</li> </ul> <p><u>Verifying the data to be ported</u></p> <p>If the onus for verifying data is on porting organization but for an individual to review and allowed to request for removal of data, wouldn’t it be better for the porting organization to send the data to the individual only, who in turns share the data with the receiving organization?</p> <p><u>Porting of data</u></p> <ul style="list-style-type: none"> <li>• An industry/sector-wide agreed fee structure would minimize dispute over fee charged for porting.</li> <li>• If the fee amount is small, porting organization should be allowed to restrict acceptance of payment to a cost efficient payment mode.</li> <li>• Since data porting request could only be raised by individual, the porting fee should be borne by individual.</li> </ul>

- The 7 calendar days period – is this feasible, when data must be sent to individual for review? There may be a request to edit data and fee must be received before porting. The delay might come from the individual.

Format for the data

Unless the format and data scope are well defined across industry or sector, it will be challenging for receiving organizations to use the data or trust the accuracy of 3<sup>rd</sup> party data.

Receiving ported data

- Receiving organizations would not be able to ensure completeness and conformity if data is not in prescribed format.
- There must be a timeline agreed for a porting company to revert on incomplete or corrupted data.
- Individuals may still be asked to complete a proposal form and sign on the declaration.
- On the received data that is rejected, must receiving organization keep a record of it? If data is referenced for knowledge/information but not uploaded to system, how should it be treated?

Q5. What are your views on the proposed powers for PDPC to review an organisation’s refusal to port data, failure to port data within a reasonable time, and fees for porting data?

MSIG Singapore:

- There will be many incidents of rejecting porting of information if there is no agreed format and scope of data.
- On the 7 days’ timeline and porting fees, please refer to comments in Q4.

Q6. What are your views on the proposed binding codes of practices that set out specific requirements and standards for the porting of data in specific clusters or sectors?

MSIG Singapore:

Such binding codes of practices would be feasible by industry and within industry but challenging across industries.

Even within the same industry, differing organizations may have data in different format and differing digital adoption; hence it may not be practical to have binding codes of practice even for within the same industry.

	<p>Q7. What are your views on the proposed approach for organisations to use personal data for the specified businesses innovation purposes, without the requirement to notify and seek consent to use the personal data for these purpose?</p> <p>MSIG Singapore: We agree with the proposed approach.</p>
	<p>Q8. What are your views on the proposed definition of “derived data”?</p> <p>MSIG Singapore: For the general insurance industry, “derived data” would have to specifically include data like Claims data and pricing data.</p>
	<p>Q9. What are your views on the proposal for the Access, Correction and proposed Data Portability Obligations not to apply to derived personal data?</p> <p>MSIG Singapore: We agree with this proposal, but as mentioned in Q8 above, “derived data” would have to include Claims data and pricing data.</p>

**Conclusion:**

While data portability may work for certain sectors, it may prove challenging for the general insurance industry, where underwriting and claims data would have been collected electronically by the insurers over the course of the relationship between the parties in varying degrees and complexity, depending on the infrastructure and sophistication of each company. Data would invariably be in different format as well, and additional effort and costs would be required to convert the format to an “easily accessible and affordable” format to the receiving organization.

An industry, binding code of practice must therefore be in place. PDPC intends for any code of practice that may apply to organizations in specific clusters or sectors to be issued as subsidiary legislation under the PDPA and will be legally binding. Industry consultation would be crucial to ensure the intended success of the prescribed code.

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