

**From:** [REDACTED]  
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**To:** PSA Consultations <consultations@psauthority.org.uk>  
**Subject:** Consultation on draft Code 15

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Dear Barbara

We wanted to comment on two specific elements of the draft code 15:

### 3.15.4

Recordings of Live Entertainment Services must be retained for three years from the point at which the data is collected, in line with the PSA's data retention requirements. Any such recordings must be provided to the PSA upon request, to the extent permitted by law.

We note this recording retention extension from 12mths in the current code to 3 years in the draft code 15. We would question the rationale for the extension and ask if it has been balanced against consumer privacy concerns. The existing requirement to retain recordings for 12 months is a source of regular queries from callers, who are concerned that their conversations are being recorded in the first place, and also worry about who has access to such recordings and under what circumstances. The fact that calls are being recorded is a genuine and valid source of concern to callers who are very aware of publicised data breaches by supposedly secure organisations. The existing requirement to hold recordings, whilst well intentioned, is in fact a disincentive to call for many consumers and infringes on the privacy expectations of the vast majority of callers, whilst providing minimal additional protection for those it is aimed to protect. The current trend is against corporates holding more than the minimum necessary personal data of consumers, not more.

As recordings are of IVR voice calls, and such services are not available on subscription but are generally billed within a month of being made, our experience is that issues are brought to light quickly by the bill payers. It would be an exceptional case whereby a 3 year old call recording would add any additional relevant information to the case.

### 3.3.7

**Multi-factor authentication** must be used by merchant providers to establish and demonstrate informed and explicit consumer consent to charges in the following circumstances:

- (a) where the service is accessed fully or in part via an **online gateway**;

We are concerned that this section a) is drafted too widely and may be seen to capture those services where the entire cost of the service is paid for by an IVR call, but some service content is delivered online. We note the comments that IVR services are not intended to be caught by this definition and would like some additional clarity on this point.

Kind regards

[REDACTED]

Virtual Talk Limited

[REDACTED]