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Presenters

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Overview of the CCPA

- Passed by California legislature on June 28, 2018
- Goes into effect January 1, 2020
- Protects "consumers," which encompasses all natural California residents
- Many terms are defined broadly
- Does not apply to medical information covered by HIPAA or HITECH, or information covered by the GLBA
- Contains five individual privacy rights for consumers

Who Must Comply with the CCPA?

Any business that:

Does business with any (one) California resident, and either:

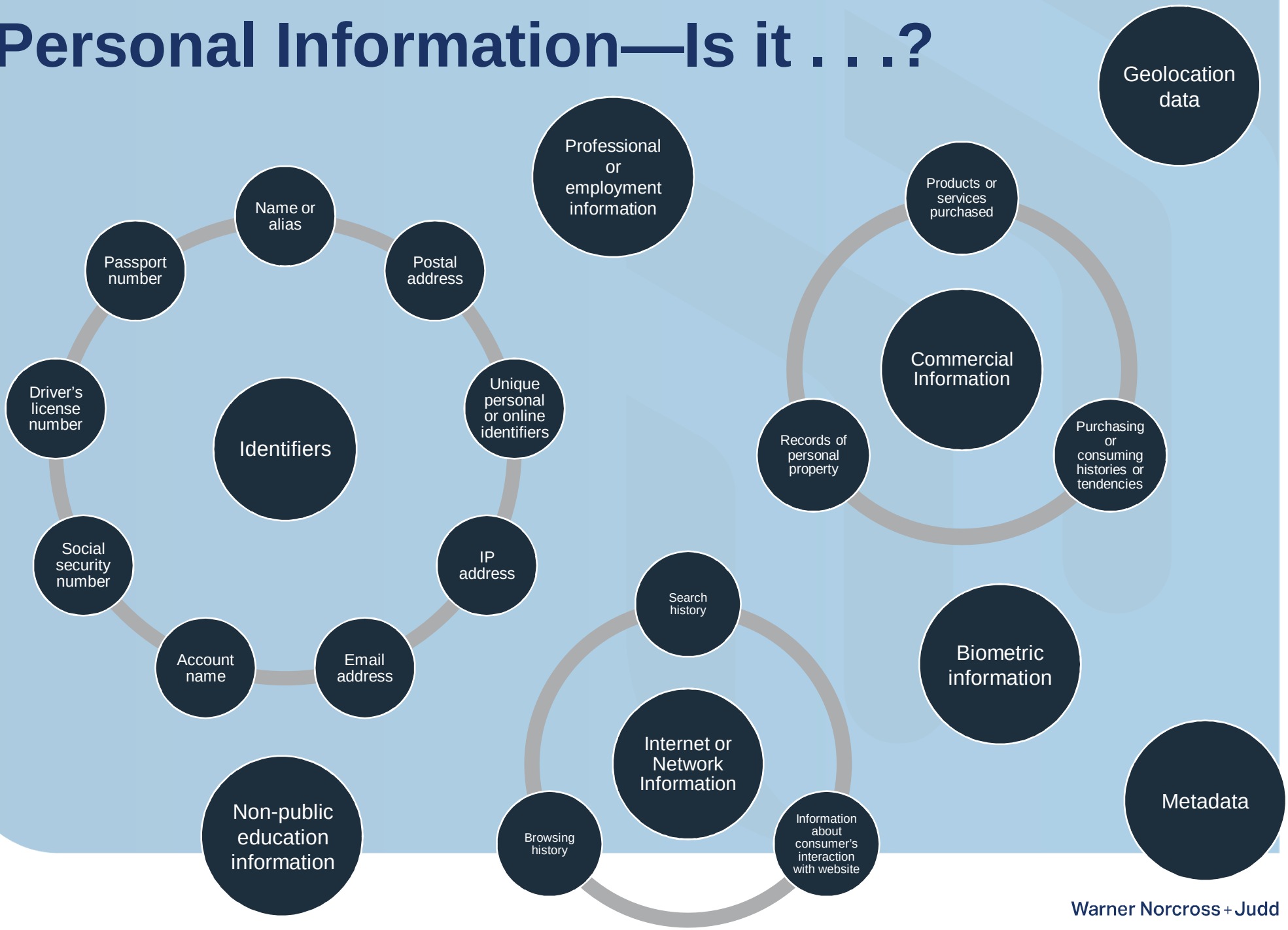
- Earns $25,000,000/year in revenue;
- Annually buys, receives (for business' commercial purposes), sells, or shares for commercial purposes the personal information of 50,000 or more consumers, households, or devices; or
- Derives 50% or more of its annual revenue by selling personal information.

What Information is Covered by the CCPA?

"Personal Information" of Consumers

Information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

Personal Information—Is it . . .?



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Right to Know (Right of Disclosure)

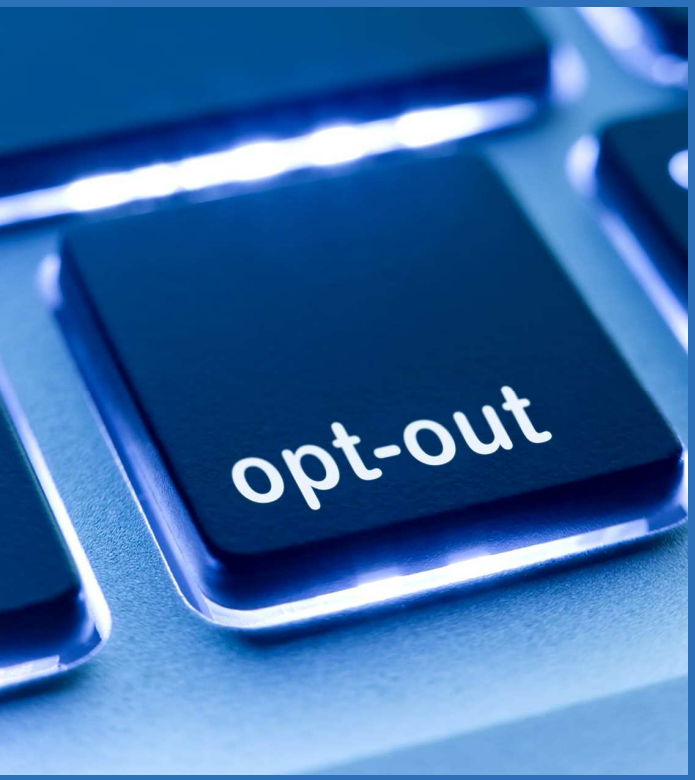
Businesses must disclose the personal information collected, sold, or disclosed for a business purpose about a consumer

Right to Access

Business must provide consumer with a copy of specific personal information a consumer requests

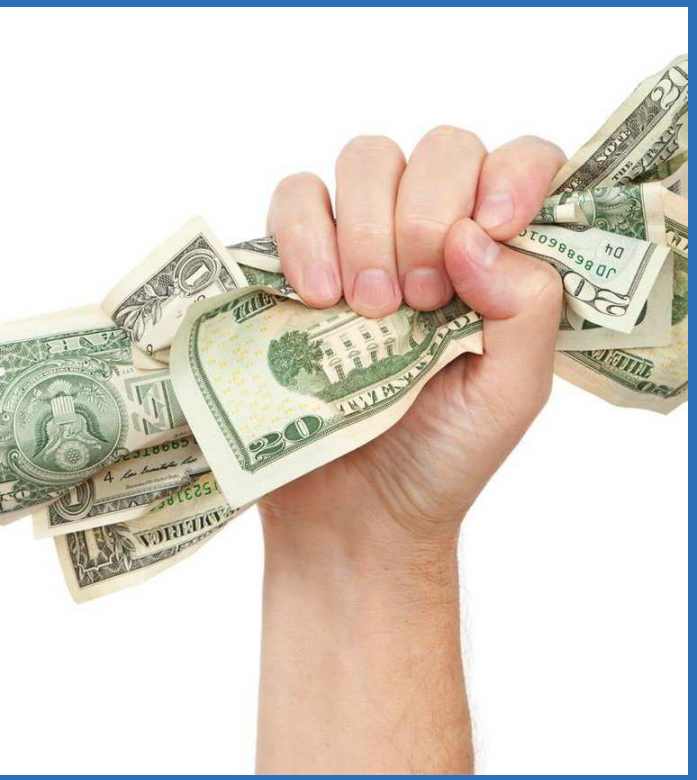
Right to Deletion (Right to be Forgotten)

Business must delete personal information collected about a consumer in response to a verifiable request, with certain exceptions



Right to Opt-Out

Businesses must permit consumers to opt out of the sale of their personal information to third parties



Right to Equal Service (Antidiscrimination)

Businesses may not discriminate against consumers who choose to exercise their rights

What Must a Business Do to Comply with the CCPA?

Mandatory

- Provide consumers with at least two different methods for submitting requests
- Have information about a consumer's rights under the CCPA on their homepage, or put the CCPA information on a separate, readily accessible, California-specific page
- Respond to verifiable consumer requests within 45 days, free of charge

Mandatory, continued

- Update privacy policies and notifications

- Ensure agreements between company and third-parties comply with the CCPA (and create agreements if not already in place)

Additional Takeaways

- Implement protocols to handle consumer requests in regards to their personal information

- Consider adopting additional security measures that extend beyond minimum requirement of "reasonable" security measures

Differences Between the CCPA and GDPR

Differences

- CCPA regulates only for-profit businesses, while GDPR regulates more expansively
- Definition of "personal data" under the CCPA more expansive
- GDPR regulates "processing" generally, while the CCPA focuses on the sale of personal information
- CCPA includes a private right of action

Consequences of the CCPA

Consequences

No enforcement until either 6 months after publication of Attorney General's regulations or July 1, 2020, whichever is sooner; HOWEVER,

- Private right of action for California residents
- Action by Attorney General against businesses

Changes That May Be Needed to Your Insurance Program

Insurance Program

- CCPA emphasizes the importance of cyber/privacy liability insurance
  - The amount of per record liability exposure has the potential to create significant enterprise risk
  - Cyber insurance is one method to mitigate that risk
- It is important to ensure your cyber coverage is actually mitigating the risk
  - Confirm coverage for statutory damages and regulatory enforcement claims
  - Exposure for failure to delete information upon request vs. traditional "breach" coverage
  - CCPA may result in increased risk of litigation and litigation expense...are your limits sufficient?

Conclusion

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Questions?

Thank you!

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