Case number: NAIH-260-5/2022.

History: NAIH-7862/2021.

Subject: decision

H A T A R O Z A T

The National Data Protection and Freedom of Information Authority (hereinafter: Authority) [...]

data processing without a legal basis related to the claim of the applicant (hereinafter: Applicant) and

regarding the improper fulfillment of a stakeholder request [...] lawyer, as certified by power of attorney

Based on the request submitted by a representative (hereinafter: Lawyer), an official procedure was initiated [...]

(hereinafter: Respondent) regarding the investigation of his data management, in which procedure a

Authority makes the following decisions:

I. In the Authority's decision, the Applicant's request

gives place and

II. finds that the Respondent has violated the personal rights of natural persons

on the protection of data in terms of processing and the free flow of such data, as well as

Regulation 2016/679 (EU) repealing Directive 95/46/EC (hereinafter:

GDPR or General Data Protection Regulation)

- paragraph 1 of Article 6,

- point d) of Article 17 (1) and

- Paragraph 4 of Article 12.

expiration,

III. The Authority instructs the Applicant to initiate an administrative lawsuit

deadline for filing an action

and in the event of initiating an administrative lawsuit a

within 5 days after the termination of the administrative lawsuit, the Applicant was treated without a legal basis

delete your personal data (default data) from the Central Credit Information System.

ARC. In its decision, the Authority charged the Applicant ex officio with the illegal data processing it carried out

because of

HUF 1,000,000, i.e. one million forints

data protection fine

obliged to pay.

The data protection fine is the governing action for the initiation of the administrative lawsuit

the 15th following the expiry of the deadline, or in the case of the initiation of a public administrative lawsuit, following the

court's decision

Within days, the forint account for the collection of centralized revenues of the Authority

(10032000-01040425-00000000 Centralized direct debit account IBAN: HU83 1003 2000 0104

0425 0000 0000) must be paid. When transferring the amount, NAIH-260/2022. FINE. for number

must be referred to.

If the Respondent does not fulfill his obligation to pay the fine within the deadline, he is in default

must pay an allowance. The amount of the late fee is the legal interest, which is due to the delay

is the same as the central bank base rate valid on the first day of the relevant calendar semester. The fine and the

in case of non-payment of late payment, the Authority orders the execution of the decision.

The III. taking the measures prescribed in point, the Respondent from taking the measures

must be submitted in writing within 8 days of the

certify to the Authority.

The Authority draws the Applicant's attention to the fact that the decision is open to appeal

until the expiry of the deadline for filing an action or, in the case of an administrative lawsuit, until the final decision of the court

the data affected by the disputed data management cannot be deleted or destroyed.

There is no place for an administrative appeal against the decision, but it is subject to notification

Within 30 days with a letter of claim addressed to the Capital Court in a public administrative case

can be attacked. The statement of claim must be submitted electronically to the Authority1, which is the case

forwards it to the court together with its documents. Those who do not benefit from the full personal tax exemption

for him, the fee for the administrative lawsuit is HUF 30,000, the lawsuit is subject to the right to record the fee. The capital city

Legal representation is mandatory in court proceedings.

I N D O C O L A S

Infotv.) § 60

I. Procedure of the procedure

I.1. On October 20, 2021, through the Applicant's certified legal representative, the

CXII of 2011 on information self-determination and freedom of information. law (a

in the following:

(1) data protection official procedure

initiated and requested that the Central Credit Information Service be unlawfully provided by the Respondent

The Authority shall order the deletion of personal data transmitted to the system (hereinafter: KHR).

The Authority NAIH-7862-1/2021. in its order no. called on the Applicant to make up the deficiency, for which

the answer was received on November 9, 2021 (file number NAIH-7862-3/2021), therefore the

In order to fill in the gap, the data protection official procedure was started on November 10, 2021.

I.2. The Authority received the Application under NAIH-7862-4/2021. the procedure was notified in order no

and invited him to make a statement for the first time in order to clarify the facts

with reference to the CL of 2016 on the general administrative order.

law (a

hereinafter: Ákr.) to paragraph (1) of § 62.

To the Authority's invitation, the Respondent sent its response within the deadline and attached its statements

copies of supporting documents.

I.3. The Authority NAIH-260-2/2022. and NAIH-260-3/2022. notified in its orders no

Notify the Respondent and the Applicant that the evidentiary procedure has been completed and the declaration is made

you can use your right and your right to inspect documents.

Neither the Applicant nor the Respondent commented on the Authority's order.

II. Clarification of facts

1 The NAIH_KO1 form is used to initiate the administrative lawsuit: NAIH KO1 form (16.09.2019) The

form can be filled out using the general form filling program (ÁNYK program).

2

II.1. The Applicant's application and attached attachments

The Applicant submitted a stakeholder request for deletion to the Respondent, however a

The applicant refused to fulfill it. The Applicant further submitted that according to the KHR

the date of the "default" data is 18.03.2009. day, however, the entry of this date

08.03.2019 on the day of

happened. According to the Applicant, the default data is only a

they can be listed in the KHR for 10 years from the date of their occurrence, but they are still there

they are listed in the KHR. According to the Applicant, the claim against the Respondent

expired.

For the application, the Applicant, to support its claims, the Respondent on March 2, 2021

dated March 10, 2021 - IKT-2021/WO/2/5703. registration number

your letter - and also from the KHR system - on February 4, 2021 - retrieved Person Own

You have attached a copy of your credit report.

IKT-2021/WO/2/5703. file number, the stakeholder request contained the following

regarding:

"... Given that the Client is currently in active default as a result of the above contract

exists, our Company is unable to cancel its default in Central Credit Information

From system.

If the Customer undertakes to pay the capital part of the above debt, i.e. HUF 1,568,769

in a lump sum

considers and

immediately take measures to passivate the default in KHR."

According to the Personal Credit Report retrieved on February 4, 2021, the Applicant, as

reference data provider

with an outstanding claim

in connection with 18.03.2009 starting daily 08.03.2019 default data were entered on

for recording.

II.2. Statement of the Applicant

The following personal data of the Applicant is managed by the Applicant:

payment, our Company a

[...] KHR ID, Applicant

debt repaid

towards

- name, birth name,

- His mother's name,

-

-

-

place and time of birth,

residential address,

phone number.

According to the Respondent, the data relating to his debt are not personal in themselves

data, since, for example, only the contract number or the amount owed by the Applicant

it does not become identifiable to a third party, however, it is transferred to the KHR system

during data transmission, these data are also uploaded, so with the above personal data

together they become quasi-personal data.

The above personal data has been managed by the Respondent since the assignment of the claim by the legal predecessor.

The assignment took place on March 1, 2018 between [...] and the Respondent.

The purpose of data management of the Respondent is to enforce the claim against the Applicant,

legal basis for the processing of personal data of natural persons

on the protection and free flow of such data, and outside the scope of Directive 95/46/EC

Regulation 2016/679 (EU) on the placement of data (hereinafter: GDPR) Article 6 (1) paragraph f)

point, thus the legitimate interest of the Respondent in relation to the enforcement of the claim.

3

On the basis of the requested legal obligation, that is, on the basis of Article 6 (1) point c) of the GDPR

also performs data management. In this regard, the Applicant about the central credit information system

CXXII of 2011 Act (hereinafter: KHR Act and Khrtv.) to paragraph (1) of Section 8

referred.

The Respondent's claim against the Applicant between the Applicant and [...] March 2, 2007.

originates from a financial leasing contract concluded on Given that the Applicant is the payment

did not fulfill its obligations, the legal predecessor terminated the contract with a letter dated March 18, 2009

terminated with immediate effect. The Applicant sent the termination letter by hand on March 28, 2009.

received on the day The Applicant indicated in the termination letter HUF 2,354,621, or its

he has not paid his outstanding debt up to the extent of his contributions to date, thus the Applicant is in default

still exists. In support of the Respondent's claims, the loan agreement and the notice

also attached a copy of the letter.

The Respondent referred to the fact that the KHR Act separates two main subjects with the KHR system

from the point of view of related obligations: reference data provider and operator of the KHR

financial enterprises. The latter refers to BISZ Zrt.

Through his legal representative, the Applicant submitted his application dated March 2, 2021 to a

to the applicant and requested the deletion of his default data from the KHR. The Applicant is 2021.

In his reply letter dated March 10, he explained that the Applicant owed a

Against request. The debt, in view of its amount, gives reason for KHR

default data should be included in the system.

The Applicant's request to delete his personal data from KHR is the Respondent

rejected it because, in addition to the fact that the legal conditions for deletion do not exist, since a

The applicant's default still exists, in this case only the KHR Act can be used for cancellation

Paragraph (4) of § 8 would provide a basis. The right and obligation to cancel is the KHR Act

based on its provisions, it does not belong to the Applicant, but to BISZ Zrt., so each KHR

statutory deadlines - among others, according to Section 11 (1) of the KHR Act

deadline - compliance is also the obligation of BISZ Zrt.

The Respondent is KHR

only in relation to obligations arising from law

reference data provider. Section 11 (1) of the KHR Act regulates the scope of the data

which the Applicant must hand over to BISZ Zrt., however, the right to cancel belongs to the Applicant

it doesn't belong. To the Applicant, as a party acting as a legal representative, due to legal representation

you should have known exactly which of your potential deletion request to consider

body, which he should contact with a "legal remedy", instead he contacted the Respondent by e-mail as

that the Requested Party does not have the right to deletion. In this context, the Applicant

noted that the Petitioner is not obliged to take legal action against a legal representative

burdened, the Applicant's legal representative should have studied only the KHR Act a

in order to exercise an appropriate remedy.

In its response to the Requested Authority, it referred to Section 6 (1), (5) of the KHR Act

(1), (2), (3) of Section 7, (1), (2), (4) of Section 8, (1) of Section 11,

to paragraph (3) of § 15.

Uploading the reference data to the KHR register of the previous holder of the claim a

performed by the liquidator as a reference data provider. The [...] former holder of the reference data

of its service obligation with regard to claims assigned to the Respondent a

did not comply before liquidation. At the time of the concession, the Respondent already indicated that

under liquidation [...] to the liquidator that, in view of the assignment, the individual

demands

regarding the change in the person of the reference data provider

it is also necessary to transfer it to the KHR register. It was then revealed that although it was mandatory, the

reference data are not included in the KHR register. Your predecessor solved this problem - a

At the request of the respondent, he sent a letter and information to all affected customers

stating that the necessary data will be transferred to BISZ Zrt., thus

make up for the default, unless the given customer pays the debt to the Respondent.

The Applicant did not refer to the statute of limitations in his letter to the Respondent. The Applicant

in this context, he notes that the KHR Act does not include the word statute of limitations. The present

for the statute of limitations of the claim – the date of the contract on which it is based

with regard to - the Civil

IV of 1959 on the Code of Law the provisions of the Act (old Civil Code) must be applied. The old Civil Code 325.

Pursuant to Section (1), the time-barred claim cannot be enforced in court, but a

claim does not cease. The Applicant's debt will therefore remain even in the event of a statute of limitations,

about which the Requested Person is obliged to provide reference data according to the KHR Act.

The Respondent also explained that he does not consider his claim time-barred until this

the court does not establish otherwise. A claim can only be considered time-barred if

it was established by the final judgment of the court. This was not done in the present case. Statute of limitations

BISZ Zrt. does not have the right to examine it.

III. Applicable legal regulations

According to Article 2 (1) of the General Data Protection Regulation, the regulation must be applied a

for processing personal data in a partially or fully automated manner, as well as

for the non-automated handling of data that is a registration system

are part of, or are intended to be part of, a registration system.

For data management under the scope of the General Data Protection Regulation, Infotv. Paragraph (2) of § 2

according to the general data protection regulation in the provisions indicated there

is occupied

must be applied with supplements.

Pursuant to Article 4, point 7 of the General Data Protection Regulation, "data controller": the natural person
legal entity, public authority, agency or any other body that is the personal data
determines the goals and means of its management independently or together with others; if that
the purposes and means of data management are determined by EU or member state law, the data manager
or special considerations for the designation of the data controller are also EU or member state law
you can define.

Based on recital (47) of the General Data Protection Regulation, if the data management
legal basis is legitimate interest, then an interest assessment must be carried out in advance, in the framework of which
among other things, it is necessary to determine the legitimate interest, the impact on the person concerned, and that
whether the data processing is necessary or proportionate, as well as whether it is a legitimate interest must be considered
and whether the right of the affected person is of a higher order.

Based on Article 5 (1) point b) of the General Data Protection Regulation, personal data
should only be collected for specific, clear and legitimate purposes and should not be processed
in a manner inconsistent with these objectives. ("goal-boundness").

Pursuant to Article 5 (1) point c) of the General Data Protection Regulation, personal data is
they must be appropriate and relevant in terms of the purposes of data management, and a
they must be limited to what is necessary ("data saving").

Based on Article 5 (2) of the General Data Protection Regulation, the data controller is responsible for (1)
for compliance with paragraph and must also be able to demonstrate this compliance
("accountability").

Management of personal data based on Article 6 (1) of the General Data Protection Regulation
it is only legal if and to the extent that at least one of the following is fulfilled:

5

[…]

c) data management is necessary to fulfill the legal obligation of the data controller;

[…]

Based on paragraphs (1) to (4) of Article 12 of the General Data Protection Regulation:

(1) The data controller shall take appropriate measures in order to ensure that the data subject a

all the information referred to in Articles 13 and 14 regarding the management of personal data

and 15-22. and each information according to Article 34 is concise, transparent, comprehensible and easy

provide it in an accessible form, clearly and comprehensibly worded, especially a

for any information addressed to children. The information in writing or otherwise -

including, where applicable, the electronic route - must be specified. Oral at the request of the person concerned

information can also be provided, provided that the identity of the person concerned has been verified in another way.

(2) The data controller facilitates the relevant 15-22. the exercise of his rights according to art. Article 11 (2)

in the cases referred to in paragraph 15-22, the data controller is the person concerned. to exercise his rights according to art

may not refuse to fulfill your request, unless you prove that the person concerned

cannot be identified.

(3) The data controller

without undue delay, but by all means the request

within one month of its receipt, informs the person concerned of the 15-22 application according to art

on measures taken as a result. If necessary, taking into account the complexity of the request and the

number of applications, this is the deadline

it can be extended for another two months. The deadline

request for an extension by the data controller indicating the reasons for the delay

informs the person concerned within one month of receipt. If the data subject is electronic

submitted the application via e-mail, the information must be provided electronically if possible,

unless the data subject requests otherwise.

(4) If the data controller does not take measures following the data subject's request, without delay,

but it informs the person concerned no later than one month from the date of receipt of the request

about the reasons for the failure to take action, as well as about the fact that the person concerned can submit a complaint to a

with a supervisory authority, and can exercise his right to judicial redress.

Based on Article 17(1)(d) of the General Data Protection Regulation, the data subject is entitled to

that, upon request, the data controller deletes the personal data relating to him without undue delay

data, and the data controller is obliged to provide the personal data concerning the data subject

delete it without undue delay if the personal data has been unlawfully processed.

Pursuant to Article 58 (2) b), c) and i) of the General Data Protection Regulation, the supervisory

acting within the authority's corrective powers:

b) condemns the data manager or the data processor if its data management activities

violated the provisions of this regulation;

i) imposes an administrative fine in accordance with Article 83, depending on the circumstances of the given case

depending, in addition to or instead of the measures mentioned in this paragraph.

Paragraphs 1 and 2 of Article 17 (3) of the GDPR do not apply, if

data management required:

a) for the purpose of exercising the right to freedom of expression and information;

b) EU or Member State law applicable to the data controller, which prescribes the processing of personal data

fulfillment of the obligation according to, or in the public interest or public authority entrusted to the data controller

for the purpose of performing a task performed in the context of exercising a driver's license;

c) in accordance with points h) and i) of Article 9 (2) and Article 9 (3)

on the basis of public interest in the field of public health;

d) in accordance with Article 89 (1) for the purpose of archiving in the public interest, scientific and

for historical research purposes or for statistical purposes, if the right referred to in paragraph (1).

would likely make this data management impossible or seriously jeopardize it; obsession

e) to present, enforce and defend legal claims.

Based on Article 83 (1) of the General Data Protection Regulation, all supervisory

authority ensures that due to the violation mentioned in paragraphs (4), (5), (6) of this regulation, e

administrative fines imposed on the basis of Article are effective, proportionate and

be deterrent.

Based on Article 83 (2) of the General Data Protection Regulation, administrative fines are

depending on the circumstances of a given case, referred to in points a)-h) and j) of Article 58 (2)

must be imposed in addition to or instead of measures. When deciding whether it is necessary

for the imposition of an administrative fine, and when determining the amount of the administrative fine

in each case due consideration shall be given to the following:

a) the nature, severity and duration of the infringement, taking into account the data management in question

nature, scope or purpose, as well as the number of persons affected by the infringement, as well as the

the extent of the damage they have suffered;

b) the intentional or negligent nature of the infringement;

c) mitigating the damage suffered by the data controller or the data processor

any action taken in order to;

d) the degree of responsibility of the data manager or data processor, taking into account the a

technical and organizational measures undertaken on the basis of Articles 25 and 32;

e) relevant violations previously committed by the data controller or data processor;

f) the remedy of the violation with the supervisory authority and the possible negative nature of the violation

extent of cooperation to mitigate its effects;

g) categories of personal data affected by the infringement;

h) the manner in which the supervisory authority became aware of the violation, in particular,

whether the data controller or the data processor reported the violation and, if so, how

with detail;

i) if against the relevant data manager or data processor previously - in the same a

subject - one of the measures mentioned in Article 58 (2) was ordered, orally

compliance with revolving measures;

j) whether the data manager or the data processor has complied with Article 40

certification

to approved codes of conduct or according to Article 42

for mechanisms; as well as

approved

k) other aggravating or mitigating factors relevant to the circumstances of the case,

for example, or financial gain as a direct or indirect consequence of the infringement

loss avoided.

On the basis of Article 18 (2) of the General Data Protection Regulation, if the data management is (1)

is subject to restrictions based on paragraph, with the exception of the storage of such personal data, only

with the consent of the person concerned, or

to present or enforce claims or

to protect, or to protect the rights of other natural or legal persons, or

It can be handled in the important public interest of the Union or a member state.

yogi

Based on Article 83 (5) of the General Data Protection Regulation, the following provisions

violation - in accordance with paragraph (2) - in the maximum amount of EUR 20,000,000

with an administrative fine, and in the case of businesses, the previous financial year is a full year

shall be subject to an amount of no more than 4% of its world market turnover, with the provision that of the two

a higher amount must be imposed:

a) the principles of data management - including the conditions of consent - of Articles 5, 6, 7 and 9

appropriately;

b) the rights of the data subjects 12-22. in accordance with article

Infotv. According to Section 2 (2), personal data is the general data protection regulation

under the scope of the general data protection regulation, III-V. and VI/A. In chapter,

and § 3, 3., 4., 6., 11., 12., 13., 16., 17., 21., 23-24. point, paragraph (5) of § 4, that

Paragraphs (3)-(5), (7) and (8) of Section 5, Paragraph (2) of Section 13, Section 23, Section 25, Section 25/G.

in paragraphs (3), (4) and (6) of § 25/H. in paragraph (2) of § 25/M. in paragraph (2) of § 25/N.

7

§ 51/A. in paragraph (1) of § 52-54. §, § 55 (1)-(2), § 56-60.

§ 60/A. §§ (1)-(3) and (6), § 61 § (1) points a) and c), § 61 (2)

and paragraphs (3), paragraph (4) point b) and paragraphs (6)-(10), paragraphs 62-71. § 72.

§, § 75, paragraphs (1)-(5), § 75/A. § and defined in Annex 1

must be applied with supplements.

Infotv. On the basis of § 61, subsection (6), open to challenge the decision

until the end of the deadline, or until the final decision of the court in the case of an administrative lawsuit a

data affected by disputed data processing cannot be deleted or destroyed.

Infotv. 75/A. pursuant to § 83 (2)-(6) of the General Data Protection Regulation, the Authority

paragraph

exercises its powers taking into account the principle of proportionality,

especially with the fact that you are in the law regarding the handling of personal data

The regulations defined in the mandatory legal act of the European Union are being implemented for the first time

in case of violation, to remedy the violation - with Article 58 of the General Data Protection Regulation

in accordance with - takes action primarily with the warning of the data manager or data processor.

Act V of 2013 on the Civil Code (hereinafter: Civil Code) 6:193. according to §:

(1) The creditor may transfer his claim against the obligee to someone else.

(2) In order to obtain the claim by transfer, the transfer contract or other

legal title and assignment of the claim is required. The assignment is between the assignor and

the contract of the assignee by which the assignee takes the place of the assignor.

(3) With the assignment, the pledge securing the claim is transferred to the assignee and

rights arising from sureties, as well as interest claims.

The Civil Code 6:196. Pursuant to §, the assignor is obliged to claim the assignee

to provide the information necessary for its enforcement, and the holder of the claim is obliged

to hand over documents proving its existence to the assignee.

Khrtv. 1, it is registered in the central credit information system (hereinafter: KHR).

the purpose of data management is a more informed assessment of creditworthiness, as well as the person responsible

promoting the fulfillment of lending conditions and the reduction of lending risk

for the safety of debtors and reference data providers.

The Khtv. According to § 2, paragraph (1), point f), the reference data provider:

1. a financial institution performing at least one of the financial services, payment

institution, electronic money issuing institution, insurance company, public warehouse.

also a

hereinafter together: data provision

Khrtv. Pursuant to Section 5 (2), the reference data provider relates to the financial service

contract, the contract for the provision of investment credit, and the securities

rental agreement,

students defined by law

loan agreement (a

subject contract)

after it is concluded, it will be handed over to the KHR in writing

The Khrtv. According to Section 5 (5), the financial enterprise managing the KHR is transferred to the KHR

for the purpose of data transmission, you may only receive reference data provided by the reference data provider

and only the reference data managed by the KHR can be transferred to the reference data

service provider. The data request

relating to the registered person indicated in the request

apart from reference data, no other data can be transferred from KHR to the reference data provider.

From KHR to Diákhitel Központ Zrt.

reference data cannot be transferred.

The Khrtv. According to Section 5 (6), KHR's data is processed in an automated manner. THE

sent by reference data providers, relating to the same natural persons

reference data in the KHR a

for the purpose of receiving data by a reference data provider

can be connected.

8

The Khrtv. According to paragraph (3) of § 6, if the conditions set out in this law exist, a

reference data provider - taking into account customer protection rules - in five working days

must internally provide the reference data it manages to the financial company managing the KHR

to hand over in writing. The start of the deadline calculation

a) the date of conclusion of the contracts specified in § 5, subsection (2),

b) in paragraph (1) of § 11 and § 14 and 14/B. the period specified in § has expired,

The Khrtv. According to paragraph (1) of § 7, when applying the provisions contained in §§ 11 and 14, the

calculation of the amount and duration of overdue and unpaid debt in that case as well

must be carried out continuously if the claim arises from the contract that is the subject of the data provision

is transferred to another reference data provider.

The Khrtv. According to § 8, paragraph (1), the financial enterprise managing the KHR - in paragraphs (3)-(4),

and with the exception contained in § 9 - the reference data specified in paragraph (2).

managed for five years from the date. After the end of the five years, or further according to § 9

in case of withdrawal of consent to data management, the financial enterprise managing the KHR a

permanently and irreversibly deletes reference data.

The Khrtv. According to § 8, paragraph (2), of the calculation of the deadline specified in paragraph (1).

start:

a) in the case according to § 11, if the debt has not been terminated, according to § 11 paragraph (1)

the end of the fifth year from the date of data transfer.

Khrtv. Pursuant to Section 9 (1), the financial enterprise managing the KHR shall comply with Section 5 (2) a)

data received according to point after the termination of the contractual relationship - a (2)

with the exception contained in paragraph - within one working day permanently and irrevocably

deletes it.

Khrtv. Pursuant to Section 11 (1), the reference data provider is the financial institution managing the KHR

to the enterprise in writing to that natural person according to Annex II. of the chapter

reference data according to points 1.1-1.2, who is in the contract that is the subject of the data provision

does not meet its payment obligations in such a way that it is overdue and unpaid

the amount owed exceeds the minimum applicable at the time of default

monthly minimum wage in the amount of 100,000 and persistently in arrears exceeding this minimum wage amount,

lasted for more than ninety days.

Khrtv.

recordable data

1. Data that can be registered in relation to natural persons:

1.1. Identification data:

II. About customers in the central credit information system

II. Annex No.:

the name,

b) birth name,

c) date and place of birth,

d) mother's birth name,

e) identity card (passport) number or other proof of identity a

LXVI of 1992 on the registration of citizens' personal data and residential address.

ID number suitable according to law,

address,

f)

g) mailing address,

h) electronic mail address.

1.2. Data of the contract that is the subject of data provision:

a) type and identifier (number) of the contract,

b) date of conclusion, expiration or termination of the contract,

c) customer quality (debtor, co-debtor),

d) the amount and currency of the contract, as well as the method and frequency of repayment,

e) the date of occurrence of the conditions specified in paragraph (1) of § 11,

9

f) the expired and

amount of unpaid debt,

g) the method and date of termination of the expired and unpaid debt,

h) transfer of the claim to another reference data provider, referring to a lawsuit

comment,

i) the fact and time of prepayment, the prepayment amount and the amount of the outstanding capital debt,

currency,

amount and currency of outstanding capital debt,

j)

k) the amount and currency of the repayment installment of the contractual amount.

to hand over to. THE

Khrtv. Section 22, Paragraphs (2)-(3): (2) The reference data provider from the entry into force of this Act

within one hundred and eighty days of the calculation, he will hand over to the financial company managing the KHR the

relating to the natural person customers of its existing contracts, Annex II. chapter 1.1-1.2

reference data according to point The financial enterprise managing the KHR based on this paragraph

processes received data until the date specified in § 9.

(3) Paragraph (2) does not affect the obligation of reference data providers to comply with the provisions of 11-14/B.

reference data according to § for the financial company managing the KHR a

law

from its entry into force.

CXII of 1996 on credit institutions and financial enterprises. law (hereinafter:

old Hpt.) – I.9.2009 - V.2.2009 between - 130/A. Based on paragraph (9) of § a

the reference data provider shall immediately submit the reference data it manages to the KHR

managing financial enterprise

reference data provider data transfer

his obligation also exists in the event of changes to the reference data that have already been transferred, if about them

is aware of.

Old Hpt. 130/C. Pursuant to § (1), the reference data provider is the financial institution managing the KHR

to the enterprise, it will hand over to that natural person Annex No. 3 II. of the chapter

his reference data according to points 1.1-1.2, who in points b)-c) and e)-f) of subsection (1) of § 3

included in the financial service contract, as well as in the separate legislation

does not fulfill his payment obligations in a specific student loan agreement in this way

it is enough that the amount of your overdue and unpaid debt exceeds the default

minimum monthly minimum wage and the amount of this minimum wage

a delay in excess of 90 days persisted continuously.

Old Hpt. 130/I. Section (1) and (2) point a): (1) The financial enterprise managing the KHR

- with the exception of paragraphs (3)-(4) - the reference data specified in paragraph (2).

managed for five years from the date. After five years, the financial company managing the KHR a

permanently and irreversibly deletes reference data.

(2) The start of the calculation of the deadline specified in paragraph (1):

a) the date of termination of the overdue debt is 130/C. in the case according to §.

Acr. On the basis of § 27, paragraph (3), the authority, in the course of its procedure, in order to conduct it -

in the manner and scope defined by law - manages the protected data that

are related to its procedure,

conducting

necessary for

According to Article 77 (1) of the General Data Protection Regulation, all data subjects are entitled to

to file a complaint with a supervisory authority if, in the opinion of the data subject, it concerns him

processing of personal data violates the general data protection regulation.

Infotv. According to § 38, paragraph (2), the Authority is responsible for the protection of personal data,

as well as for learning data of public interest and public in the public interest

law

control and promotion of its validity, as well as personal data within the European Union

facilitating its free flow. According to paragraph (2a) of the same §, general data protection

the tasks and powers established for the supervisory authority in Hungary

and the treatment of which the procedure is successful

with regard to legal entities under its jurisdiction in the general data protection regulation and e

it is exercised by the Authority as defined by law.

Infotv. According to Section 60 (1), enforcement of the right to the protection of personal data

in order to do so, the Authority will initiate a data protection official procedure at the request of the data subject.

Infotv. According to § 60, paragraph (2), request to initiate the official data protection procedure

it can be provided in the case specified in Article 77 (1) of the General Data Protection Regulation

in.

In the absence of a different provision of the General Data Protection Regulation, data protection initiated upon request

for official procedure, the Acr. provisions shall be applied

Defined in Infotv

with differences.

ARC. Decision of the Authority

IV.1. Question of limitation of claim

According to the Applicant, the Respondent wanted to recover from the Applicant

claim is already time-barred, however, the Respondent contested this and referred to the Civil Code. 6:23 a.m. §

Pursuant to paragraph (4), the statute of limitations cannot be ex officio in court or official proceedings

taking into account.

In the present procedure, the Authority has time-barred the claim in relation to the data management of the Respondent

did not examine it, because it is judged by Infotv. Based on paragraphs (2)-(2a) of § 38, it does not belong to

Under the jurisdiction of the authority. The decision of this question falls under the jurisdiction of the court.

The Respondent registers a claim against the Applicant in relation to which a

The applicant did not attach any court decision that would establish that it does not exist,

therefore, with regard to the claim registered by the Respondent regarding data management a

a legitimate interest may exist.

IV.2. The Applicant's personal data, data management, Data controller quality of the Applicant

IV.2.1. Personal data of the Applicant stored in KHR

According to Article 4, point 1 of the General Data Protection Regulation, the Applicant is owed to the Respondent

data stored in the KHR in relation to your debt - including all contractual basic data,

all default data - are considered personal data of the Applicant, which data a

Transfer to a financial company managing KHR is in accordance with Article 4 of the General Data Protection Regulation.

is considered data processing according to point 2 of Article

THE

also the provisions of the General Data Protection Regulation

are applicable, which are permitted by national regulations as contained therein

must be interpreted together. In the same way as all domestic regulations relating to specific data management

legal provision, in this case the Khrtv. related provisions are also general

in accordance with the data protection decree, it is necessary to interpret its rules without degrading them.

The data stored in KHR form two separate groups:

due to the above

in this case

- default data and

-

contractual basic data and static repayment data.

11

IV.2.2. The Respondent as data controller

The Khrtv. Pursuant to Section 2, Paragraph (1), Point f) Subpoint 1, to the Requested reference data provider
it counts as. The Khrtv. Based on Section 5 (6), KHR's data is processed in an automated manner,
so if a change is required with regard to the transferred reference data, it is
in this case, the modified data must be handed over to the reference data provider managing the KHR
financial institution (BISZ Zrt.), which automatically takes it over.
Although both BISZ Zrt. and the Respondent perform personal data registered in the KHR
certain data management activities, however, these data available in the KHR are different
data management operations are affected. The Khrtv. Based on Section 5 (5), the data to the KHR
in connection with its transmission, deletion, as well as their legality and accuracy, the Requested a
responsible person, i.e. the Respondent in relation to the data processing objected to by the Applicant
to be considered a data controller.

IV.3. Deletion of data managed in KHR

The Applicant wrote to the Applicant on 02.03.2021. in his daily stakeholder application, only the default
requested deletion of data.

IV.3.1. In order to assess the request of the Applicant for the deletion of the data, the
The authority should check that the data is managed for the appropriate purpose and the general data protection
whether it is based on a legal basis according to the decree.
Based on Article 17 (1) point d) of the General Data Protection Regulation, at the request of the data subject
the data controller deletes the personal data concerning him without undue delay, if the personal
data was handled illegally. Article 17 (3) of the General Data Protection Regulation
lists the cases where Article 17 (1) of the General Data Protection Regulation

not applicable. One of these cases, Article 17 (3) of the General Data Protection Regulation

The case according to paragraph b) is when the processing of personal data is required by law.

IV.3.2. Default data

Based on the concession, Khr. TV. Pursuant to Section 7, Paragraph (3), the Requested receiver

is considered a reference data provider with regard to the claim owed to the Applicant. This

does not interrupt the calculation of the amount and duration of an overdue and unpaid debt,

therefore, calculations related to the storage of data must be carried out continuously in Khr. TV. Section 7 (1)

based on paragraph

If the debtor defaults on payment, the Khrtv. Article 11, paragraph (1).

if the conditions are met, default data may be forwarded to KHR, i.e

as a result, the debtor may avoid the so-called to negative list. The Khrtv. Paragraphs (1) and (2) of § 8

determine how long default data can be handled in KHR. According to the

reference data, as a general rule, starting from the date specified in § 8, subsection (2).

can be treated in the KHR for up to a year. After five years, BISZ Zrt. – the reference data provider

on his initiative - the reference data will be permanently and irretrievably deleted. If

however, the debt has not ceased, it must be from the end of the fifth year from the date of data transfer

calculate the 5-year duration of data management in the KHR, which is therefore overall in this

in this case, it means that it is 10 years from the date of transfer by the reference data provider

for a period of time, unpaid claims relating to natural persons can be handled in the KHR

reference data regarding the debt, if the debt has not ceased in the meantime.

On behalf of the Authority - previous NAIH-4833/2021 with a similar subject to the present case. started at

case - it arose as a question of legal interpretation that in the event that the data

only the assignee (in this case a

On the basis of the requester's indication, the liquidator of the transferor) fulfills it, from which date

it is necessary to calculate the Khrtv. deadlines indicated in paragraphs (1)-(2) of § 8, considering that

the duration of data management in the KHR is determined by the Khrtv. orders to count from the date of data transfer. THE

NAIH-4833/2021. In case no. 1, the Magyar Nemzeti Bank (a

hereinafter: MNB) stated that in order to enforce the customer protection rules

it is necessary to calculate the deadline with the assumption that the data in the Khrtv. Paragraph (3) of § 6

were handed over within the deadline, i.e. the duration of data management cannot be extended

due to the failure of a reference data provider.

Upon termination of the Applicant's contract with [...], KHR identification number […] - 2009.

on March 18 - Khrtv, which requires the transmission of data to the KHR. was not yet effective, that is

It was announced on September 26, 2011, and according to § 21, on the 15th day after its announcement,

It entered into force on October 11, 2011. The Khrtv. before its entry into force, there was already a central one

credit information system, the rules of which are laid down in the old Hpt. contained. The old Hpt. 130/C. §-the

personal data of natural persons were only transmitted in that case

to the KHR if they are in default and the amount of the debt reached at the time of default

valid lowest monthly minimum wage, and this delay is continuous, more than ninety

persisted for days. The old Hpt. 130/A. (9) the reference data provider

the financial enterprise managing the reference data managed by it was immediately obliged to KHR

to hand over to.

The old Hpt.

[…] KHR identification number

default data related to his contract to [...] at the latest when the contract is terminated

- immediately - he should have forwarded the old Hpt. according to KHR. The Khrtv. Section 22 (3)

paragraph provides that the reference data providers of Khrtv. under the scope of

contract default data must be provided from the entry into force of the law. That is, the Applicant

in connection with the contract – which is the subject of this case – on October 11, 2011, the claim at the time

data transfer obligation of the right holder. The Khrtv. Paragraph (6) of § 22 also stipulated that

that the Khtv. upon entry into force of the old Hpt. managed in the KHR according to this law, the KHR-

data to be registered in must be managed in the KHR.

as a result of the above provisions, the Applicant

its provisions have expired, on the other hand, the

The position of the Authority is that the management of the default data in the KHR

for the duration of which are already Khrtv. when it entered into force, the old Hpt. KHR according to

in, the Khrtv. provisions must be applied, since on October 11, 2011, the old Hpt. to KHR

concerning

natural persons

data retention period for default data related to the contracts of the Khrtv. rules

according to those concerned, it is more favorable than in the old Hpt.

In view of the above, Khrtv. The day of the start of the deadline according to point a) of paragraph (2) of § 8 –

with regard to the old Hpt. 130/A. § (9) - between the Applicant and […] at the latest

the date of termination of the contract, i.e. March 18, 2009, despite the fact that a

At the request of the respondent, the liquidator carrying out the liquidation of […] actually only on 08.03.2019.

forwarded the data related to the contract to BISZ Zrt., including the default

data as well. As a result, until March 18, 2019, they could have been included in the KHR

Details of defaults in relation to the applicant […] KHR contract identification number,

i.e. on this day, the legal obligation to manage personal data has ended.

As a result, from March 19, 2019, the Applicant illegally, without legal basis

includes these personal data in the KHR, as the default data is in the KHR

its legal obligation to display and handle it ended on March 18, 2019, and

it is not possible to apply an additional legal basis in connection with data management in the KHR. Because of this

The authority found that the Respondent violated Article 6 of the General Data Protection Regulation.

paragraph (1) of Article Furthermore, in view of the fact that the Applicant […] KHR

with the default data in the KHR in relation to your contract ID number

there is an obligation to delete it, therefore the Applicant is affected by the Applicant

should have fulfilled his request, due to failure to do so, the Requested Article 17 (1) of the GDPR

point d) of paragraph

13

IV.3.3. Contractual basic data and static data

The Khrtv. its rules are not clear in terms of whether the Khrtv. Section 8, subsections (1) and (2) a)

to the reference data provider after the data management period determined by point

only the data relating to the default or all the data relating to the contract

should you delete it. The Khrtv. Section 8, subsection (2), point a) only applies to default data

determines the duration of data management, as it states that "11. in the case according to §

i.e. this provision does not apply to additional contractual data. From this

as a result, the contractual basic data - including the natural personal identification data of the debtor and

residential address data - and to delete the static repayment data, the Khrtv. Paragraph (1) of § 9

is applicable, which stipulates that data transferred in accordance with point a) of § 5, subsection (2) a

must be deleted after the termination of the contractual relationship. That is, the default data in § 8 (1) and

Based on point a) of paragraph (2), for ten years from the date of their transmission to the KHR

can be handled in the KHR, while basic contractual data can only be deleted if the parties

contractual relationship is terminated. As a result, in view of the Hungarian National Bank's

Authority with similar subject matter - NAIH-4833/2021. in his decision given in case no

- the Authority determines that the Respondent is liable to the Applicant

due to his claim, due to his claim, these are "negative events", so without default data

data can be further processed in the KHR and shall be processed in accordance with Article 6 of the General Data Protection

Regulation

Paragraph (1) and the Khrtv. Based on Section 5 (2) and Section 9 (1).

IV.3.4. Request for cancellation by the Applicant

In view of what was described in the previous points, the Authority […] KHR listed in the Applicant KHR

your request to delete default data related to your contract ID number

agreed.

ARC. 3.5. The Respondent's response to the Requester's (deletion) request

In response to the Requester's cancellation request received on March 2, 2021, the Respondent responded on March 10, 2021.

sent information on the reasons for rejecting the request in a letter dated

the data subject provided information within the one-month deadline prescribed in paragraph (3) of Article

rejection of the request.

The Authority does not accept the Respondent's position that he is acting with a legal representative

applicants' stakeholder requests must be assessed differently than applicants without a legal representative

data subject's request, given that the GDPR does not contain such a provision. For this reason - a

Based on the provisions of Article 12 (1) GDPR - rejection of the Requested stakeholder request

is obliged to inform the affected parties about the same in all cases. Furthermore, GDPR is like that

due to the lack of a provision in this regard, in the case of submitting a cancellation request, you cannot demand the

It was requested that a legal reference be included in connection with the fact that the KHR

according to the provision of the law, the deletion must be carried out, namely to the Respondent

in case of submitting a request for cancellation, you must always provide a legal reference

why you do not comply with the deletion request. This also means that the Applicant must certify

must have the legal basis for data processing based on Article 12 (4) of the GDPR, as the data subjects

data management operations and their circumstances can only be seen in this way. Without it, it is

concerned cannot consider their situation and legal options.

Given that the Respondent, in its response to the Requester's cancellation request, did not

explained which legal provision he refused to comply with the request

and, therefore, the Authority found that it violated Article 12 (4) of the GDPR.

IV.4. Legal consequences

IV.4.1. The Authority granted the Applicant's request, and GDPR Article 58 (2) b)

points, condemns the Applicant for violating it

- Article 6 (1) of the GDPR,

- point d) of Article 17 (1) of the GDPR and

- Article 12 (4) of the GDPR.

IV.4.2. The Authority instructs the Applicant based on GDPR Article 58 (2) point c) that the

- delete the Applicant's default data, which were handled without a legal basis, from the KHR.

IV.4.3. The Authority examined ex officio whether due to the established violations, the

Imposition of a data protection fine against a request. In this context, the Authority shall comply with Article 83 (2) of the GDPR

paragraph and Infotv.75/A. based on §, considered all the circumstances of the case ex officio and

found that in the case of the violation revealed during the present procedure, neither was the warning

a proportional, non-dissuasive sanction, therefore it is necessary to impose a fine, which a

Authority decided by acting in discretionary power based on legislation.

When imposing the fine, the Authority took the following factors as aggravating factors

taking into account:

1. The violations committed by the Respondent are Article 83, Paragraph 5, Points a) and b) of the GDPR

are considered violations of the higher penalty category, concerned

they are related to law and principle.

2. The violation is serious, as it significantly affected the interests of the Applicant due to the fact that a

Illegally registered default data can adversely affect creditworthiness

examination, and therefore may be of great importance from the point of view of the existence of the person concerned. THE

According to the authority's point of view, the individual's financial possibilities - even potentially -

restrictive unlawful data processing has outstanding material weight. (GDPR Article 83 (2)

paragraph point a)

3. Illegal data processing has been in place for a long time, since March 19, 2019.

(GDPR Article 83 (2) point a)

brought about by the KHR

4. The Respondent is grossly negligent in the violation of rights caused by data processing without a legal basis behavior

does not comply with the provisions of the law

arose from his interpretation. The seriousness of the negligence is supported by the fact that the Applicant your request for deletion, and then your request for the initiation of the official data protection procedure

nor encouraged him to review the legality of his data management. (GDPR 83.

Article (2) point b)

When imposing the fine, the Authority considered the following factors as mitigating factors:

1. The Authority had previously dismissed the Petitioner for violating the provisions of the GDPR

he did not condemn him. (GDPR Article 83 (2) point e)

2. There was no information that the Applicant actually suffered any damage.

(GDPR Article 83 (2) point c)

3. The revealed violation affects only the Applicant, but this is a peculiarity of the application procedure.

(GDPR Article 83 (2) point a)

Other aspects taken into account by the Authority:

15

1. The personal data requested to be deleted by the Applicant are financial data and do not qualify

special personal data. (GDPR Article 83 (2) point g)

2. The Authority also took into account that, based on the Respondent's 2020 report, the

pre-tax profit was […] HUF. The imposed data protection fine does not exceed

the maximum fine that can be imposed. (GDPR Article 83 (5) point a)

By imposing a fine, the special preventive goal of the Authority is to encourage the Applicant

to review its data management practices and ensure that your personal data is protected in the future

enforcement of the right to data protection.

According to Article 83 (5) points a) and b) of the GDPR, the violations committed by the Respondent

are considered violations of the category of higher fines. The nature of the violations

the upper limit of the fine that can be imposed is 20,000 based on GDPR Article 83 (5) point b)

000 EUR, or a maximum of 4% of the total world market turnover of the previous financial year.

The Authority follows the provisions of Article 83 (2) of the GDPR regarding the imposition of fines

did not take into account its provisions, because they were not relevant in the case at hand: d), f), h), i), j),

k) points.

Based on the above, the Authority decided in accordance with the provisions of the statutory part.

A. Other questions

The competence of the Authority is set by Infotv. Paragraphs (2) and (2a) of § 38 define it, and its competence is

covers the whole country.

The Akr. § 112, § 116, paragraph (1) and § 114, paragraph (1)

there is room for legal remedy against the decision and the order through a public administrative lawsuit.

* * *

The rules of the administrative trial are set out in Act I of 2017 on the Administrative Procedure

hereinafter: Kp.) is defined. The Kp. Based on § 12, paragraph (1), by decision of the Authority

the administrative lawsuit against falls within the jurisdiction of the court, the lawsuit is referred to in the Kp. § 13, subsection

(3) a)

Based on point aa), the Metropolitan Court is exclusively competent. The Kp. Section 27 (1)

legal representation is mandatory in a lawsuit falling within the jurisdiction of the court based on paragraph b).

The Kp. According to paragraph (6) of § 39, the submission of a claim is an administrative act

does not have the effect of postponing its entry into force.

The Kp. Paragraph (1) of § 29 and, in view of this, Pp. It is applicable according to § 604, that is

of 2015 on the general rules of electronic administration and trust services

CCXXII. Act (hereinafter: E-Administration Act) according to Section 9 (1) point b) the customer

legal representative is obliged to maintain electronic contact.

The place and time of submitting the statement of claim is set by Kp. It is defined by § 39, paragraph (1).

The amount of the fee for the administrative lawsuit is determined by Act XCIII of 1990 on fees. law

(hereinafter: Itv.) 45/A. Section (1) defines. It is from the advance payment of the fee

Itv. Paragraph (1) of § 59 and point h) of § 62 (1) exempt the party initiating the procedure.

If the Respondent does not adequately certify the fulfillment of the prescribed obligation, the Authority

considers that the obligation has not been fulfilled within the deadline. The Akr. According to § 132, if a

the obligee has not complied with the obligation contained in the final decision of the authority, it can be enforced.

The Authority's decision in Art. According to § 82, paragraph (1), it becomes final with the communication. The Akr.

16

Pursuant to § 133, enforcement - unless otherwise provided by law or government decree

- ordered by the decision-making authority. The Akr. Pursuant to § 134, the execution - if it is a law,

government decree or, in the case of municipal authority, a local government decree otherwise

does not have - the state tax authority undertakes.

dated: Budapest, according to the electronic signature

In the absence of President Dr. Attila Péterfalvi:

Dr. Győző Endre Szabó

vice president

17