

Case number: NAIH-3659-2 / 2021.

History: NAIH / 2020/4330.

Subject: Decision

## DECISION

The National Data Protection and Freedom of Information Authority (hereinafter "the Authority") shall be seised of the case against [...] (hereinafter "the Claims Manager") under [...] (hereinafter "the Client") [...]

a notarized loan agreement, an independent lien agreement and a credit facility

personal data processed in connection with the breach of contract

processing of personal data by natural persons

the free movement of such data and repealing Directive 95/46 / EC

compliance with Regulation (EU) 2016/679 (hereinafter referred to as the GDPR)

shall take the following decision in an ex officio data protection procedure.

I.1. The Authority shall:

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the Claims Administrator has violated Article 6 (1) of the GDPR because of claims management

manages the Client's personal data (name,

mother's name, place of birth, date of birth, mailing address, permanent address,

identity card number, collateral property address, credit account number, landline and

mobile phone number),

the Claims Manager has violated Article 5 (1) (a) of the GDPR by processing the data

the principle of "legality, fairness and transparency" as set out in

for the same purpose, it treats the same set of data simultaneously on several different legal bases, and

did not clearly indicate his data management in the information provided to the Customer

legal basis,

the Claims Manager has breached accountability under Article 5 (2) GDPR

as the Authority did not justify the Client's consent, despite an explicit request from the Authority

to manage your mailing address,

the Claims Manager has breached due to improper fulfillment of the Client's request to the data subject

Article 12 of the GDPR and Article 17 (1) (b) of the GDPR.

I.2. The Authority shall oblige the Claims Administrator to initiate a judicial review

the expiry of the relevant time limit for bringing an action or, in the case of a review, the court

within 15 days of its decision:

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comply with the Customer's request for cancellation pursuant to Article 17 of the GDPR with your consent

personal data processed in accordance with Article 12 of the GDPR

inform also

pursuant to Section 14 (2) (b) of the GDPR, inform the Client that

what personal interest your personal information requires for claims management purposes

whether this interest takes precedence over the fundamental rights of the Client,

and inform the Client of his right to protest and that he is entitled to do so

how to practice! If the legitimate interest does not prove its primacy

you know, delete this data!

I.3. The Authority shall oblige the Receivables Manager to comply with the requirements of Section I.2. included in point

in the meantime, it restricts the processing of the Client's personal data for claims management purposes.

I.2. fulfillment of the obligation pursuant to point 1 to the Claim Manager from the taking of the measure

must be in writing within 15 days of receipt - the supporting evidence and any

together with a submission of a balance of interests, to the Authority. The obligation is not

the Authority shall order the enforcement of the decision.

II. The Authority shall notify the Claims Manager ex officio due to the unlawful processing of data by it

HUF 5,000,000, ie HUF 5 million

data protection fine

obliges to pay.

The data protection fine shall govern the initiation of legal proceedings

after the expiry of the time limit or, in the case of a review, 15

the settlement forint account of the collection of centralized revenues of the Authority within days

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

0425 0000 0000). When transferring the amount, NAIH / 2020/4330. JUDGE.

number should be referred to.

If the Claims Manager fails to meet its obligation to pay the fine within the time limit,

is required to pay a late payment allowance. The rate of the late payment allowance is the statutory interest, which is a

equal to the central bank base rate valid on the first day of the calendar half-year affected by the delay. THE

in the event of non-payment of a fine and a late payment allowance, the Authority shall order the decision

recovery of fines and penalties for late payment. The fine and the

the National Tax and Customs Administration collects the late payment surcharge.

There is no administrative remedy against the decision, but it has been available since its notification

Within 30 days of the application addressed to the Metropolitan Court in an administrative lawsuit

can be challenged. The application must be submitted to the Authority, electronically, which is the case

forward it to the court together with his documents. During the tightened defense, the court is hearing

acting outside the scope of this Regulation, including redress procedures. Not in full personal exemption

for the beneficiaries, the fee of the administrative lawsuit is HUF 30,000, the lawsuit is subject to the right to record material

fees.

Legal representation is mandatory in proceedings before the Metropolitan Court.

The Authority draws the Debtor's attention to the fact that it is open to challenge the decision

until the expiry of the time limit for bringing an action or, in the case of an administrative action, until a final decision of the court

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

## EXPLANATORY STATEMENT

I.

Procedure and clarification of the facts

I.1. The Authority shall, at the request of the Client, NAIH / 2018/7202. song

initiated an investigation under Article 57 (1) (f) of the GDPR and the

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CXII of 2011 on the right to self-determination and freedom of information Act (a

hereinafter: Infotv.) pursuant to Section 38 (3) a) of NAIH / 2018/7202. number.

The Client has complained that the Claims Manager handles his personal data without a legal basis, as the

Claims manager after “retroactive termination”, which in the opinion of the Client is not

lawful and which, according to the Client, was preceded by his withdrawal, he obtained without any legal basis

the Client's personal data and handles them without legal basis.

In the investigation procedure, the Authority invited the Receivables Manager to make a statement, to which the

Receivables Manager provided the following response:

Between the Customer and [...] 16.06.2008. on the date of the loan agreement (hereinafter

loan agreement) was concluded, which was entered into on 01.03.2016. was terminated on the day of

a contractual claim has become due and payable in one amount. The [...]

as the legal successor between [...] and [...] 02.02.2016 on the basis of a contract concluded on

assignment under the title 01.11.2016. from the date of the above claim, the holder of the above claim was [...]. Currently -

between [...] and the Claims Manager 02/11/2016 assignment agreement entered into on

the Receivables Manager is the holder of the receivable under the loan agreement.

The Claim Manager sent it to the Metropolitan Court [...]. order no

a copy in which the court terminated the lawsuit against the Customer as a plaintiff [...] against the contract

in an action for a declaration of invalidity and a decision of the Court of First Instance

also repealed.

According to the statement of the Receivables Manager, the purpose of processing the Client's personal data is a claims management and is based on Article 6 (1) (b) GDPR. Personal information source of the assignor, i.e. [...]

The Receivables Manager has also stated that it is against the Client

The legal basis for the transfer of data for the purpose of enforcement proceedings initiated is Article 6 of the GDPR Paragraph 1 (b) and (c).

The scope of the personal data transferred is defined in Article LIII of 1994 on Judicial Enforcement. law, a the provisions laid down in connection with the initiation of enforcement proceedings and the notaries 37/2003 on the rules of administration (X.29.) Of the IM Decree

data content according to a specified form, which is as follows:

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Name of client

place and time of birth

her mother's maiden name

ID card number

address of residence

the subject matter, amount, amount and title of the obligation

method and deadline for performance

account number of the outstanding liability

Address and title of real estate owned by the client to cover its obligation

topographical number.

I.2.The Authority found in its investigation procedure that it was referred to by the Claims Officer

The legal basis under Article 6 (1) (b) GDPR is only applicable if the processing

necessary for the performance of a contract to which one of the parties is a party and therefore cannot be extend this legal basis to data processing for which the data subject is concerned by the contract

In order to remedy the situation caused by non-compliance, the Contracting Parties shall be bound by it

necessary to take action under the obligation to cooperate. The contract may also fall within the scope of the steps taken by the data controller who entered into the contract concluded with the person concerned - that is, who is the other party to the contract - in the event of a delay in performance calls on the data subject to comply. Contractual under Article 6 (1) (b) of the GDPR

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not a legal basis for the processing of the Client's personal data for the purpose of claim management applicable.

In view of the above, the Authority Section 56 (1) and Section 58 (2) GDPR

(d) NAIH / 2019/3249/32. s. In its letter, the

terminate the unauthorized processing of the Customer's personal data or certify it as appropriate the existence of a legal basis and provide appropriate information.

I.3.A NAIH / 2019/3249/32. s. letter to the Receivables Manager according to the return receipt certificate 2019. took over on 14 August.

Given that the Receivables Manager has not complied with the Authority's NAIH / 2019/3249/32. s. therefore, the Authority again called on the Claims Administrator to NAIH / 2020/1757. s. letter NAIH / 2019/3249/32. to comply with the letter no.

A NAIH / 2020/1757. s. The letter was received by the Receivables Manager on 21 February 2020, however he did not prove to the Authority that he had complied with the repeated injunction.

The Claims Manager provided the following in relation to the findings of the Authority's request live:

Article 6 (1) of the GDPR relates to the processing of Customer's personal data for the purpose of claiming The grounds for invoking the legal basis under paragraph 1 (b) are as follows:

In all cases, the purchased receivables are based on a contract. Under the contract an outstanding claim, together with its security, shall be assigned by the former claimant to For receivables manager. For assignment to the debtor of the assigned claim consent is not required.

The obligation arising from the assigned contract continues to exist, of which the debtor is only may be released upon performance. By concluding a contract of assignment, the rules of civil law according to which the transaction becomes perfect vis-à-vis third parties (including the debtor) takes effect.

The contract as an obligation from its conclusion to performance in any way and in the event of failure to complete, the demand is negligible period may be interpreted as the set of rights and obligations of the parties. For this reason a The contractual relationship between the receivable manager and the Client is the assigned receivable and its safeguards.

Act V of 2013 on the Civil Code (hereinafter: the Civil Code) provides an opportunity that the claim (and its security) due to the right holder under the contract (obligation) assign the debtor to another, but this does not in any way affect the situation of the debtor influence. None from the data controllers (assignor and assignee) the taking of a further act is not justified by the assignment, and therefore by the dogmatics of law contradicts or is incompatible with the institutions of civil law if the right to data protection in the foreground, the data controllers are responsible for the assigned claim personal data processed in connection with it, as data processing is the claim ancillary activity related to the enforcement of

In addition to the above, the Claims Officer also submitted that the relevant text of the GDPR refers generally to both the contract and its performance: the law does not a restrictive indication that the legal basis is only for living contracts nor does it distinguish between voluntary and enforced performance. The to the contrary, a restrictive interpretation as opposed to the application of civil law norms to date and the legal basis of the activity on which the data processing is based breaks the link, and between the legal basis of the related data processing, ie it does not take into account the data processing

ancillary nature.

Data protection considerations are based on the above considerations or unilateral actions, with regard to legal declarations, they cannot live an independent life, but assert a claim may serve the legitimate interest of the (intending to enforce) party. Privacy considerations can only play a role to the extent that the party asserting the claim cannot go beyond that the requirement of a reasonable and proportionate level of data processing to enforce your claim, but the other party may not question the legitimacy of the claim.

I.4. Because of the above, as the Claims Administrator did not commit the infringement even after the request of the Authority remedied, therefore the Authority issued the Infotv. Pursuant to Section 58 (2) (a), the investigation procedure closed and Infotv. Pursuant to Section 60 (1), on 29 May 2020 ex officio data protection initiated official proceedings concerning the processing of the data covered by the complaint. Infotv. Pursuant to Section 71 (2), the Authority in the matter of filing a complaint NAIH / 2018/7202. the data obtained during the investigation procedure initiated on used during an official procedure.

In addition to the facts set out above, the Authority made statements in the course of the investigation supplemented the facts in the official proceedings on the basis of

The Client has indicated to the Authority that in exercising its right to object to the Claim Manager, the submitted requests during the investigation procedure to which it did not receive an adequate reply From Receivables Manager. In the investigation procedure, the Receivables Manager sent to the Authority - 2019. dated 1 July 2006, according to the statement:

'From 04.03.2019 to 25.06.2019, they have arrived a total of 117 times, - the same with content - inquiries from the Complainant objecting to illegal data processing, for which he has 30 days in compliance with the legal deadlines on 22.05.2019, 05.06.2019, 20.06.2019 and 26.06.2016

We replied in the negative.

In our replies, we explained to the Complainant in all cases that EU 2016/679 subject to the data processing legal bases referred to in the General Data Protection Regulation (GDPR)



for the processing of your personal data on 24.06.2008. on the day of [...] (successor: [...]) concluded independent in order to enforce a claim arising from a secured loan agreement. [...]

contract in the form of a transfer or assignment. Following the above, the

[...] Further assigned the material claims to [...]. '

The Receivables Manager sent a copy to the Authority of the information provided to the Client - above

- a copy of your information, in which you only referred to it, as above

also stated in its statement that it would treat "data processing legal bases" under the GDPR

Customer's personal data, however, did not specify that Article 6 (1) of the GDPR

which of the legal bases does it handle the Client's personal data with reference to?

for the purpose of debt management, only provided information that it is not doing so on the basis of consent

data management.

The Authority shall issue the Receivables Manager in accordance with NAIH / 2020/4330/1. initiating the procedure notified and called for a statement, in response to which the Claims Manager filed on 1 July 2020 provided the following information in a letter received:

Attached is a table summarizing the personal data of the Client managed by the Claims Manager

According to the following:

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data source: [...]., concerned

the purpose of data management: receivables management

legal basis for data processing:

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I. Article 6 (1) (b) of the GDPR

II. Section 169 (2) of Act C of 2000 on Accounting

III. GDPR Article 6 (1) (a)

-

Date of commencement of legal relationship: 01/11/2016

Personal data

Name:

His mother's name:

Place of birth:

Date of birth

Mailing address

Mailing address

Mailing address:

Permanent address:

Personal. song

Hedging

real estate

it's title

Affected

credit account number

Affected mobile number

Affected telephone number

Validity

the beginning

Validity

is over

Data handling

its goal

Data handling

legal basis

[...]

[...]

[...]

[...]

[...]

[...]

[...]

[...]

[...]

[...]

11/01/2016

11/01/2016

11/01/2016

11/01/2016

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Receivables management

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Receivables management

I., II.

I., II.

I., II.

I., II.

I., II., III.

I., II., III.

I., II.

I., II.

I., II.

I.

[...]

11/01/2016

Receivables management

I., II.

[...]

[...]

11/01/2016

11/01/2016

Receivables management

Receivables management

I.

I.

The Claims Manager also stated that it would maintain NAIH / 2018/7202. test number

statements made in the proceedings.

In the case of personal data processed on the basis of consent, the Receivables Manager is the consent did not prove its existence to the Authority, despite an explicit request from the Authority, and therefore to the Authority despite the fact that the Authority NAIH / 2020/4330/1. personal data

In its Question 1 on the legal basis for the management of substantiate your claims with documents.

I.5. The Authority notified the Client of the initiation of the procedure in accordance with NAIH / 2020/4330/2. number and that the CL of 2016 on General Administrative Procedure. law (hereinafter: the Act) provides him with the status of a client.

With reference to the above, Ákr. Pursuant to Section 76, the Authority shall, upon completion of the evidentiary proceedings has notified the Client that - subject to the rules on access to the file, he may examine the evidence and submit a request for further proof. THE

At the request of the Client, the Authority sent a copy of the evidence, which, after reviewing the Customer has made the following statements and representations:

I.5.1.  
never inhabited during, this title cannot be associated with it in any way. According to the Customer a Receivables Manager "negligently" handles mail and home addresses and assumes that there are many sent a letter to this erroneous address containing the Customer's personal details and bank secrets contained, so without legal basis, third parties could also get to know the Customer personally data. Customer assumes that the receivables manager has purchased the database without review taken over and "poured" into its own database. The Client therefore again requests the Authority to: to oblige the Claims Manager in the case of contracts taken over from [...] "in accordance with Art. 6: 194 § (1) and Ptk. 6: 197. § (2) "and impose a" substantial "fine to pay the Receivables Manager.

The Claim Manager was also notified by the Client in 2014 that it was under [...]

The address has already changed since he moved abroad and the Customer sent his letters from this address to To the receivables manager.

I.5.2. In addition to the above, the Client has submitted that the GDPR Article 6 (1) (b)

cannot rely on a legal basis in connection with the processing of his personal data, as "if a

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contract does not exist at the time of assignment (Section 194 of the Civil Code) then the assignee

you may not form a right to that contract or any personal data arising from it

including the initiation of enforcement proceedings. "

The Client stressed that their right of withdrawal on March 21, 2015

practiced on the day on which the Claims Manager's legal predecessor was settled. This is the Receivables Manager

its predecessor did not dispute until its termination without a successor in the summer of 2017, ie

accepted. The client referred to the old Civil Code. Section 226 (2) and Section 321, as the original

contract even the old Civil Code. concluded within the scope of Consequently, from the contract

the resulting claim was also "extinct" as early as the time of its predecessor. Accordingly, the Receivables Manager is faulty

the assertion that "any (particularly obligatory) relationship exists" between him and a

Between Receivables Manager.

According to the Client, the Claims Manager does not deal with the above, despite the existence of final orders

against the Receivables Manager, and the Authority has also notified the relevant

and called for its data management to be brought into line with the GDPR, and

level ", the Client also drew the attention of the Receivables Manager to the above, so he protested

against the processing of your personal data.

According to the Client, "neither the claims manager nor its predecessor was excluded from the

withdrawal is challenged in court and following a final judgment annulling the withdrawal

(in which case the legal basis of the personal data through the restoration of the contract

could have been recovered) the contract is lawfully terminated by the predecessor and is settled by the claims manager

before notifying customers. "

I.5.3. With reference to the above, the Client also emphasized that the termination of the

As a result of the contract, the legal predecessor of the Receivables Manager shall be the Customer 's personal data

could not have used it contrary to the original purpose of the data processing. Consequently, the

In 2016, the receivables manager “did not have the handling of personal data and bank secrecy

right’. The legal predecessor of the Claim Manager is illegal and the purpose of the Client's personal data is illegal

‘misleading the notary’ by creating a false public document

referred to by the Claims Manager.

I.5.4. The Client also referred to the Civil Code. the rule (§ 6: 194) that only that

may be transferred and, in addition, “personal data

which already exist at the time of the transfer, or

in the direction of the assignee ” (§ 6: 197). According to the Customer, his personal data

with respect to the second infringement occurred when the Claims Manager in his direction

Despite a series of indications, “the portfolio is subject to the Civil Code. has not been filtered and cleaned in accordance with

thereby knowingly leaving in the portfolio the personal data it has illegally acquired

data.” According to the Customer, it is not sufficient that the assignor and the assignee a

certain obligations and contracts are agreed in their own transfer agreement

and it is not sufficient to record the contract numbers but to the transferor

in each case, the “logical chain” with which the legal relationship is given must be presented

becomes assignable. For the Customer, this “logical chain” does not exist because a

The receivables manager cannot show how the withdrawal came into effect

until termination.

The Claim Manager was also notified by the Client already in 2014 that the number under [...]

his address has already changed as he has moved abroad, yet to start enforcement

mailed the notice to the terminated address against the Claim Manager and his father living there

initiated enforcement.

I.5.5. According to the Client's statement, the enforcement procedure is carried out by the Claim Manager

and unlawfully using his personal data ”, and whereas the

enforcement proceedings are pending at auction, and therefore calls for a substantive decision to be taken as soon as possible

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I.5.6. The Client has requested that the Authority conduct a full review of the Receivables Manager adhere to the "ominous" assignment and bind the Claims Manager

to delete any personal data which, after withdrawal, or which expires on 2 February 2016

It is based on the termination dated after the date of the Civil Code, as in these cases the Civil Code. due to violation of the personal data arising from a given legal relationship may not be lawfully processed by the Claim Manager.

I.5.8. The Client has requested that the Authority issue a resolution on what is legal and

it is correct for the notary to do so if he notices that during the enforcement proceedings he is seeking enforcement it does not have the data legally required for an enforcement clause.

I.5.9. If the Authority makes a final order according to which the Claims Administrator is

If the Client's personal data could not be lawfully processed, the Client requests that the Authority request it request the Claims Manager to delete the Client's personal data immediately and permanently, and call on the Claims Manager to treat the Claims Manager unlawfully as a result illegally transmitted personal data from the Central Credit Information System immediately and delete completely.

## II. Applicable legal requirements

Pursuant to Article 2 (1) of the GDPR, the processing of data in the present case requires the GDPR apply.

Infotv. Pursuant to Section 2 (2), the GDPR is there

shall apply with the additions set out in the provisions set out in

According to Article 4 (1) of the GDPR, "personal data" means identified or identifiable natural data

any information about the person ("data subject"); identifiable natural person who

directly or indirectly, in particular by means of an identifier such as a name, number,

location data, online identification or physical, physiological, genetic,

one or more factors relating to his intellectual, economic, cultural or social identity



identifiable by;

According to Article 4 (7) of the GDPR, "data controller" means a natural or legal person, a public authority body, agency or any other body which processes personal data for the purposes of and determine its assets independently or together with others; if the purposes and means of data management determined by Union or Member State law, the controller or the designation of the controller specific aspects may be laid down in Union or Member State law;

According to Article 4 (11) of the GDPR, "consent of the data subject" means the voluntary, a clear and well-informed and clear statement by the data subject by means of a declaration or an act which unequivocally expresses its confirmation that:

consent to the processing of personal data concerning him or her;

According to recital 44 of the GDPR, data processing is lawful if it is required under a contract or the intention to enter into a contract.

Pursuant to Article 5 (1) (a) of the GDPR, the processing of personal data is lawful and be carried out fairly and in a way that is transparent to the data subject ("legality, fair procedure and transparency ");

Under Article 5 (2) of the GDPR, the controller is responsible for complying with paragraph 1 and be able to demonstrate such compliance ('accountability').

Pursuant to Article 6 (1) of the GDPR, the processing of personal data only if and to the extent that lawful if at least one of the following is met:

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(a) the data subject has given his or her consent to the processing of his or her personal data for one or more specific purposes

treatment;

(b) processing is necessary for the performance of a contract to which one of the parties is a party; or to take action at the request of the data subject prior to the conclusion of the contract required;

(c) processing is necessary for compliance with a legal obligation to which the controller is subject;

(f) processing for the legitimate interests of the controller or of a third party

necessary, unless the interests of the data subject take precedence over those interests

or fundamental rights and freedoms which call for the protection of personal data,

especially if the child concerned.

Pursuant to Article 7 (1) of the GDPR, if the processing is based on consent,

the controller must be able to prove that the data subject's personal data

contributed to the management of

Pursuant to Article 17 (1) of the GDPR, the data subject has the right to request the controller

delete personal data concerning them without undue delay and the data controller

shall be required to provide the personal data of the data subject without undue delay

delete if one of the following reasons exists:

(a) personal data are no longer required for the purpose for which they were collected or for other purposes

treated;

(b) the data subject withdraws the authorization provided for in Article 6 (1) (a) or Article 9 (2) (a);

consent to the processing, and there is no consent to the processing

other legal basis;

(c) the data subject objects to the processing pursuant to Article 21 (1) and is not

priority legitimate reason for the processing, or Article 21 (2) is concerned

protests against data processing on the basis of

(d) personal data have been processed unlawfully;

(e) personal data are required by the law of the Union or Member State applicable to the controller

must be deleted in order to fulfill an obligation;

(f) the collection of personal data through the information society referred to in Article 8 (1)

in connection with the provision of related services.

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

data management required:

- (a) for the purpose of exercising the right to freedom of expression and information;
- (b) the Union or Member State law applicable to the controller governing the processing of personal data or in the public interest or in the exercise of official authority vested in the controller to perform a task performed in the exercise of a license;
- (c) in accordance with Article 9 (2) (h) and (i) and Article 9 (3), a on grounds of public interest in the field of public health;
- (d) for the purposes of archiving in the public interest in accordance with Article 89 (1), scientific and for historical research or statistical purposes, in so far as the right referred to in paragraph 1 is concerned would be likely to make such processing impossible or seriously jeopardize; obsession
- e) to file, enforce or defend legal claims.

Under Article 21 (1) of the GDPR, the data subject is entitled to his own situation object at any time to the processing of his personal data pursuant to Article 6 (1) (e). or (f), including profiling based on those provisions

is. In this case, the controller may no longer process the personal data unless it is the controller demonstrates that the processing is justified by compelling legitimate reasons which take precedence over the interests, rights and freedoms of the data subject, or relating to the submission, enforcement or defense of legal claims.

Pursuant to Article 21 (4) of the GDPR, the right referred to in paragraphs 1 and 2 shall be no later than the first contact with the data subject shall be explicitly brought to his or her attention information shall be displayed clearly and separately from all other information.

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Pursuant to Article 77 (1) of the GDPR, any interested party has the right to lodge a complaint with one supervisory authority if, in the opinion of the data subject, personal data concerning him or her handling violates GDPR.

Article 58 (2) (b), (d) and (i) GDPR: In the power of the supervisory authority to rectify

acting:

(b) reprimands the controller or the processor if he or she is acting in a data-processing capacity

has infringed the provisions of this Regulation;

(d) instruct the controller or processor to carry out its data processing operations, where applicable

in a specified manner and within a specified period, bring this Regulation into line

with its provisions;

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

in addition to or instead of the measures referred to in this paragraph;

Infotv. According to Section 38 (2), the task of the Authority is to protect personal data,

and the right of access to data in the public interest and in the public interest

monitoring and facilitating the enforcement of personal data within the European Union

facilitating the free movement of According to paragraph (2a) of the same section, the GDPR is the supervisory

the tasks and powers established for the authority under the jurisdiction of Hungary

as defined in the GDPR and this Act

exercise.

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

In order to do so, the Authority may initiate ex officio data protection proceedings.

Infotv. Pursuant to Section 60 (2), an application to initiate official data protection proceedings

may be submitted in the case specified in Article 77 (1) GDPR.

Infotv. Pursuant to Section 61 (1) (a), it was taken in a data protection official proceeding

In its decision, the Authority Data management specified in Section 2 (2)

may apply the legal consequences set out in the GDPR in connection with such operations.

Pursuant to Article 58 (2) (b) of the GDPR, the supervisory authority condemns

the controller or the processor if its data processing activities have infringed this Regulation

or the supervisory authority in accordance with point (d) of the same paragraph

instruct the controller, acting in accordance with its powers, to carry out its data processing operations, where appropriate

in a specified manner and within a specified period, bring this Regulation into line

provisions.

Unless otherwise provided by the GDPR, the data protection authority proceedings initiated upon request shall be

Ákr. shall apply with the exceptions specified in the Infotv.

The Ákr. Pursuant to Section 10 (1), the customer is the natural or legal person, other

an organization whose right or legitimate interest is directly affected by the matter, to whom

the official register contains data or is subject to official control

drawn.

The Ákr. Pursuant to § 36, the application is submitted by the customer in writing or in person

a statement requesting that a right be instituted or a decision taken by the authority, or

legitimate interest.

The Ákr. Pursuant to Section 62 (4), the authority is free to choose the method of proof, and a

assess the available evidence in its sole discretion.

Infotv. 75 / A. §, the Authority shall exercise the powers provided for in Article 83 (2) to (6) of the GDPR

proportionality, in particular by providing personal data

legislation or a binding act of the European Union

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for the first time in the event of a breach of the rules laid down in

in accordance with Article 58 of the GDPR, in particular the controller or processor

shall be warned.

Section 169 (1) - (2) of Act C of 2000 on Accounting (hereinafter: the Accounting Act)

pursuant to paragraph

1. An undertaking shall draw up accounts for the financial year and a report on them

supporting inventory, valuation, general ledger extract, as well as the logbook or other information required by law.

for at least 8 years in a legible form in accordance with the requirements of

keep.

(2) The accounting document supporting the accounting accounts directly and indirectly

(including general ledger accounts, analytical and detailed records), at least 8

shall be retrievable in a legible form for a period of one year and may be retrieved by reference to the accounting records way to preserve.

Pursuant to Section 166 (1) of the Accounting Act, an accounting document is any such document

issued or made by a natural person in a business or other relationship with the farmer

a document issued by a person or other economic operator (invoice, contract,

agreement, statement, credit institution statement, bank statement, legal provision, other

document which may be classified as such), whatever its printing or other method of production, which:

supports the accounting of the economic event.

Act LIII of 1994 on Judicial Enforcement. Act (hereinafter: Vht.) § 11 (1) - (3)

pursuant to paragraph

1. The court shall issue an enforceable title at the request of the person seeking enforcement.

(2) The applicant for enforcement shall communicate when submitting the application for enforcement

(a) the name of the debtor (name in the case of an organization, company name in the case of a company) and identification

necessary information (at least the place and date of birth and the name of the mother and the organization

registration number, company registration number in the case of a company), and

b) depending on the circumstances of the case: the debtor's place of residence, place of work or registered office,

its place of business (hereinafter: its registered office) and the location of its assets subject to enforcement; e

At least one of the items listed in point 1 shall be provided.

(3) In the case of a request for the execution of immovable property, the real estate registration data shall be communicated.

Infotv. Pursuant to Section 71 (2), the Authority has lawfully obtained a document in the course of its proceedings,

data or other means of proof in another procedure.

### III. Decision of the Authority

III.1. Existence of a claim, dispute, method of termination of contract and enforcement

the lawfulness of the initiation of proceedings

III.1.1. The Customer disputes the existence of the claim, although he has not attached any documents pending litigation to establish the existence of a claim would be related.

In the present proceedings, the Authority is the claim for the data management of the Receivables Manager the existence and legality of the transfer and the lawfulness of the assignment assessment of Infotv. Pursuant to Section 38 (2) - (2a), it does not fall within the competence of the Authority.

III.1.2. Furthermore, the Authority did not examine whether the contract covered by the data processing was terminated or terminated by resignation. Statement by the Client and the Claims Manager on this matter they contradicted, although the Client's allegations were also supported by court documents in which the court stated that a contract which had previously been terminated by withdrawal could not be terminated,

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especially given that the Client's withdrawal was not challenged by his predecessor.

The termination of the contract is the lawfulness of data management or data management does not affect the circumstances, given that both the Receivables Manager and the Client are involved agrees that the contract has been terminated and during the examination of the purpose and legal basis of the data processing only this fact is relevant in II.2. as explained in point. The contract

The method of termination is Act V of 2013 on the Civil Code (hereinafter: the Civil Code). is an important issue, but it has no data protection relevance, as both the termination and the termination on the basis of withdrawal shall be treated in the same way from a data protection point of view.

III.1.3. From the Client's comments, it can be concluded that the enforcement procedure question the legality of the initiative and the law of enforcement.

Given that this is not a data protection issue, this is a matter for the Authority in the absence of such a judgment.

If the executor complies with the rules of the enforcement procedure and the Client's right and legitimate interest has taken a materially infringing action, in which case the Customer may file an enforcement objection entitled to Vht. Pursuant to Section 217 (1) - (2).

In view of the above, the Receivables Manager records a receivable from the Customer that in respect of which neither party has attached a court decision in the course of the proceedings which would find that it does not exist, so that the Receivables Manager may in principle have a legitimate interest in To manage customer personal information.

### III. 2. The legal basis for the data management of the Receivables Manager

#### III.2.1. Data processing based on a contractual basis

III.2.1.1. The Claims Manager shall notify the Authority in accordance with NAIH / 2018/7202. in test procedure no.

3 July and 17 September, according to the reply sent by the

Claims manager is reserved for the management of data for claims management purposes primarily under GDPR 6.

Article 6 (1) (b) of the GDPR.

paragraph 1 (a).

The statement made by the Claim Manager in the present official proceedings, ie the personal data of the Client

According to the table summarizing the purpose and legal basis of the processing, the Receivables Manager has more personal data

also identified receivables management as a data management purpose, but two in some cases

also relied on three pleas in law (Article 6 (1) (a), (b) and (c) GDPR).

III.2.1.2. The Authority shall maintain NAIH / 2018/7202. in test procedure No

finding:

Legal basis under Article 6 (1) (b) of the GDPR - pre-contractual basis

except where it is necessary for the performance of the contract, ie

this legal basis cannot be extended to data processing for which the data subject has a contract

In order to remedy the situation caused by non-compliance, the Contracting Parties shall be bound by it

to take action that goes beyond the obligation to cooperate

need. The performance of the contract may also include steps where the controller who a

delayed the conclusion of the contract with the person concerned, ie who is the other party to the contract

calls on the data subject to comply. However, Article 6 (1) (b) of the GDPR



The contractual legal basis under Article 1 is no longer applicable if the controller is due to non-performance of the claim against the data subject dealing with the recovery of claims (i.e. you want to solve the problem outside the contract).

Thus, there is no contractual legal relationship between the Receivables Manager and the Client, especially given that the contract is terminated before the assignment, as in the case at hand.

The legal basis for the transfer of data in the context of a transfer is thus only different, typically

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the legitimate interest of the assignee in enforcing the claim for his own part may.

According to the justification attached to the Civil Code, the transfer of claims is the same as the transfer of ownership it is based on logic, so the assignment is in fact nothing more than a claim transfer of ownership.

By assignment, the claim is separated from the original legal relationship from which it arises and the concessionaire enters only in respect of the claim and not in respect of the fundamental relationship in place of the transferor. By assigning the claim to the from the fundamental right and the assignee becomes the holder of the claim, the assignee and the related data management, is no longer that contract from which the claim originally originated. The concessionaire is a to act in his own interest and for his own benefit in order to recover a claim, since he is assigning it becomes the claimant of the claim and the enforcement of the claim, the enforcement of the debtor, and the processing of data for that purpose is in his legitimate interest and not in the underlying contract as the claim became independent of the contract by the assignment.

It is a precondition for data processing under Article 6 (1) (b) of the GDPR, if not it is a matter of taking steps at the request of the data subject before concluding the contract, that the contract for which it is performed be valid and valid reference is made to data management.

Based on the above, the Receivables Manager performed the a

processing of personal data which has been terminated, ie is not capable of producing legal effects.

As a result, Claims Manager could not have lawfully relied on its data management

Article 6 (1) (b) of the GDPR as the legal basis.

In this context, the Authority notes that the [...] Court of First Instance

similar to another factoring company performing factoring activities - the Mansion 2020.

upheld in its final judgment of 14 September 2006 - the contractual legal basis

shared the Authority's position on the applicability set out above. The Capital

General Court of the European Data Protection Board, 2/2019. also appears in its recommendation no

interpreted the performance of the contract as a legal basis narrowly

shall be construed and shall not automatically extend to the processing of data resulting from non-compliance, or that

only by sending a payment reminder or routing the contract to normal

data processing may fall under the legal basis of the performance of the contract, the original contract

However, this shall not apply to the processing of data for the purposes of claims management after its termination.

The Authority also does not share the claim manager's view that "the data protection

considerations regarding the above consideration, or unilateral acts, legal declarations

they cannot live an independent life, but the party asserting (intending to enforce) the claim is legal

the data controller is lawful in relation to the processing

Article 6 (1) (f) of the GDPR may be invoked as a legal basis in the interests of

In this case, the best interests of the data controller

the priority of the legitimate interest of the party asserting the claim cannot be accepted without weighing the interests. The

Article 5 (1) (a) of the GDPR relating to data processing is "lawful, fair

procedure and transparency "and set out in Article 5 (2) of the GDPR

Due to the "accountability principle", the Authority also does not accept the claim manager's claim that

that "privacy considerations can only play a role to the need

nor may the enforcing party go beyond what is necessary and proportionate to enforce its claim

data processing requirement, but the other party may not question the legitimacy of the claim

meg ”.

However, what is written above does not necessarily mean that the Customer's personal information

There is no legal basis for the Receivables Manager to deal with the claims for the purposes of debt management, as received by the Client within the framework of its receivables purchase activity permitted by law

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personal data and the enforcement of lawfully obtained claims, and

there was a legitimate interest in the processing of the above data from the legislation

however, the existence of this can be seen in recital (47) of the GDPR

must be demonstrated to the controller by a balancing test.

In this context, the controller must examine whether the disputed claim exists,

given that the assessment of the lawfulness of your data processing depends on this question.

If the claim exists, in order to control the management of data by the Customer

shall be informed in accordance with Section 14 (2) (b) of the GDPR

the Client about the legitimate interests required for personal data receivables management

whether this interest takes precedence over the fundamental rights of the Client, and

inform the Client of his right to protest and how to do so

you can practice.

III.2.1.3.Data provided to the executor when initiating enforcement proceedings

According to the statement, the Receivables Manager transmitted the following personal data of the Client to

in order to order enforcement, to the notary ordering enforcement:

-

Name of client

place and time of birth

her mother's maiden name

ID card number

residence

the subject matter, amount and title of the obligation

method and deadline for performance

account number of the outstanding liability

details of the real estate owned by the Client - used to cover its obligation

Act LII of 1994 on Judicial Enforcement. Act (hereinafter: Vht.) Section 5 (1)

in the course of judicial enforcement, it must also be achieved by the State that the payment of money, or the other obligor (hereinafter: debtor) shall fulfill his obligation.

Based on the above, the initiation of enforcement proceedings is for the purpose of debt management is closely linked to data processing, as the enforcement procedure is a legal claim during which the procedure for obtaining enforcement is achieved by the independent court bailiff on the initiative of the debtor to fulfill his obligation.

Based on the above, in the course of data processing for the purpose of receivables management, it is considered lawful if a ordering enforcement in order to conduct enforcement proceedings transmits the personal data required by law to a notary public.

A Vht. Section 11 (2) - (3), as well as in connection with the initiation of enforcement proceedings 37/2003 on the rules of notarial administration. (X.29.) IM Decree

Pursuant to Annex 3, the Receivables Manager in connection with its data management for receivables purposes was able to lawfully transmit the Client's personal data to the notary. In this context, the Authority is based on a legitimate interest within the meaning of Article 6 (1) (f) of the GDPR considered as data processing because, subject to the legal provisions referred to, the initiating legal proceedings to recover a claim is a legally recognized interest.

#### III.2.2. Personal data processed with the consent of the Customer

According to recital 171 of the GDPR, before the date of application of the Regulation data processing had to be brought in line with the Regulation. Provided consent the consent complies with the conditions laid down in the Regulation, so

it is not necessary to reapply for the consent of the data subject in order for the controller to continue to data management. If the consent did not comply with the requirements of the Regulation,

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in particular the conditions set out in Articles 7 and 8, a new consent shall be obtained from stakeholders.

According to the table provided by the Claims Manager to the Authority, [...] and [...] mail addresses with the consent of the Client.

Pursuant to Article 6 (1) (a) of the GDPR, the processing of personal data referred to above under Article 4 (11) of the GDPR

information in the context of the processing

before making a decision on the granting of an authorization, and clearly state the their consent.

According to the Data Protection Working Party, "the individual concerned must be clear and comprehensible and provide full information on all [...] relevant issues, such as processed the nature of the data, the purpose of the processing, the recipients of the possible transfer, and on the rights of data subjects. " (Working document stored in the electronic health record, on the processing of personal data concerning the state of health, WP 131, Brussels, 2007.

February 15)

However, handling two different mail addresses at the same time for receivables management purposes does not comply with Article 5 (1) (d) of the GDPR, ie one of the two postal addresses provided

there can be no receivables management purpose, only possibly the retention of accounting records legal basis under Article 6 (1) (c) of the GDPR. With respect

however, that the Customer has stated that it has never had the number [...]

mailing address, so this mailing address is incorrect and may be used for claims handling purposes not in its records, only possibly to the administration of the posting to the wrong address

may be handled by the Receivables Manager in connection with its obligation and kept on its receipts.

Furthermore, the Client indicated in its comment to the Authority that the Receivables Manager informed him that he no longer had a Hungarian mailing address and that he was a foreigner sent its letters to the Claims Manager from the address, however, the Claims Manager did not has deleted your previous mailing address, but will continue to handle it without a legal basis.

It was found that the Claims Manager - the Authority

NAIH / 2020/4330/1. number

notwithstanding his express request in point 1 of his order for clarification, the Authority did not certify to the Customer 's consent to the processing of the personal data of the mailing address, notwithstanding that referred to this legal basis in its table sent to the Authority, in breach of Article 5 of the GDPR

The principle of accountability under paragraph 2, the Authority therefore obliged the Receivables Manager to prove this or, failing that, to delete this personal data.

III.2.3. Act C. of 2000 on Accounting. (hereinafter: the Accounting Act) Section 169 (2)

personal data processed pursuant to paragraph 1

Under Article 6 (1) (c) of the GDPR, personal data also apply in that case

may be processed if the processing is in order to fulfill a legal obligation on the controller required.

According to the table on personal data managed by the Receivables Manager, the Customer handles the following personal data with reference to Section 169 (2) of the Accounting Act:

- name
- His mother's name
- place of birth, date of birth,
- mailing addresses,
- permanent address,
- ID number
- credit account number.

The loan agreement, as well as its termination or withdrawal from it  
statements, payment receipts shall be treated as accounting receipts, which  
at the time of assignment, the assignor was obliged to comply with the provisions of the Civil Code. 6: 196 § a  
Receivables Manager, which is the Receivables Manager as accounting directly and  
indirect supporting accounting document (including general ledger accounts, analytical,  
and detailed records) must be kept by the Accounting Act for at least 8 years  
Pursuant to Section 169 (2).

Currently - between [].] And the Claims Manager 02/11/2016 on the date of assignment  
under the contract - the Claim Manager is the holder of the claim under the loan agreement,  
and whereas the retention period under section 169 (2) of the Accounting Act has not yet expired  
Article 6 (1) (c) of the GDPR.

The Claims Manager has a legal basis for the processing of personal data  
which are contained in the documents according to the Accounting Act, but only for the retention of documents  
and not for claims management purposes, so in the present case the name of the Client, the name of the mother,  
place and date of birth, postal address, permanent address, identity card number and  
manages your credit account number legally on your accounting records.

### III.3. Fair and transparent data management

Pursuant to Article 5 (1) (a) of the GDPR, the processing of personal data is lawful and  
be treated fairly and in a way that is transparent to the data subject.

The Receivables Manager has also set a receivables management purpose for personal data  
in which he referred to Section 169 (2) of the Accounting Act. Where the Receivables Manager  
indicates this plea in law, in which case it cannot rely on debt management, as this  
obligation to keep records. It is conceivable to be a personal piece of information

There are several purposes for data processing and there are several legal bases for this, but this is not the case  
In this case, the different purposes of data processing and the related legal bases are transparent  
should be treated separately.

The Claim Manager, by stating the purpose and legal basis for the processing of the Client's personal data, is according to the summary table attached by him, also for several personal data a stated a purpose, but also relied on two, in some cases three, pleas in law, violated the principle of Article 5 (1) (a) of the GDPR.

#### III.4. Fulfillment of the Customer's requests to the data subject

##### III.4.1. Requiry information requirement

The Claimant shall have the right of cancellation of the Client pursuant to Article 17 and Article 21 of the GDPR in its replies to the requests of the data subject in the exercise of its right to protest

In general, it stated that, in the light of the pleas in law under the GDPR, the data management and did not inform the Client of the exact legal basis under the GDPR which personal data you handle.

Transparency must apply throughout the data management process. For the person concerned it must be transparent which personal data are which data controllers, how, what the legal basis and, in the present case, the legal obligation treated.

Article 12 of the GDPR stipulates that the controller is obliged to submit a request to a data subject if he does not take action, he shall inform the person concerned, inter alia the refusal to grant access in the present case and the reasons therefor.

The Claims Administrator has not complied with this statutory obligation.

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The controller in cases under Article 12 (5) GDPR - unfounded or excessive due to its repetitive nature - you can refuse to comply with the request, but also inform me separately the data subject. Failing this, the Claim Manager must inform the Client in detail in the context of your application, in the event of a refusal to comply with your application reasons. Recurrence can only be established if the data subject has previously filed a request to the controller to exercise the same right, in this case



reference may be made to information already provided. The Authority found that the Receivables Manager nor did it provide adequate information in the initial information provided to the data subjects concerned, as it did not indicated the exact legal basis for its data processing and did not elaborate on it later.

In view of the above, it can be concluded that the Receivables Manager is appropriate failed to fulfill its obligation to provide information, thus the Receivables Manager infringed Article 5 (1) (a) GDPR and Article 12 GDPR.

#### III.4.2. Withdrawal of consent

Pursuant to Article 17 (1) (b) of the GDPR, the controller is obliged to inform the data subject delete the personal data relating to them without undue delay if they are revoked the consent on which the processing is based and there is no other legal basis for the processing, and Nor is Article 17 (3) of the GDPR applicable.

Consent shall be given to the Claims Administrator upon submission of the Customer's claims under Article 17 delete personal data processed in your system, ie the mailing addresses stored in your system should have provided and should have provided or informed about it the Customer on what other legal basis it handles this personal data.

Given that the Claims Officer failed to do so since its reply it did not specify which personal data it treated with which legal basis, therefore violated Article 17 (1) (b) of the GDPR.

#### III.5. The Client's requests to the Authority

III.5.1. The Client has submitted the following requests for termination of the evidentiary procedure following notification, after presentation of the evidence:

- The Client has requested that the Authority conduct a full review of the Receivables Manager adhere to the "ominous" assignment and bind the Claims Manager to delete any personal data which, after withdrawal, or which expires on 2 February 2016

It is based on the termination dated after the date of the Civil Code, as in these cases the Civil Code. due to violation of the personal data arising from a given legal relationship may not be lawfully processed by the Claim Manager.

- The Client has requested the Authority to issue a resolution on the legal and correct to the notary if he finds that during the enforcement proceedings the applicant for enforcement a does not have the data required for an enforcement clause.

- If the Authority makes a final order according to which the Claim Manager is the Client could not lawfully process his personal data, the Client requests that the Authority request the Claim Manager to immediately and permanently delete the Customer's personal data the Receivables Manager that the transmitted your personal data from the Central Credit Information System immediately and in full delete.

### III.5.2

the application shall not be considered as a motion for proof because the Client does not specify what evidence he still considers justified, and the present administrative procedure is the subject of a notarised loan agreement in case number [...], which establishes an independent lien

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contract, as well as a person treated in connection with the default of a credit line contract examination of data management related to data, which is the assignment mentioned by the Customer data processing on the basis of

### III.5.3. Non - evidentiary statements submitted by the Client, as decided by the Authority and

The legal consequences to be applied by the Authority and the resolution of the Authority publication. The present proceedings of the Authority were not initiated upon request but ex officio initiated official proceedings in which Ákr. in accordance with the rules of the Client is not the applicant, but Ákr. Pursuant to Section 10 (1), he participates as a customer, so he is not entitled to apply to submit, only remarks and proposals of evidence may be made by the Ákr. rules therefore, at the discretion of the Authority, applicable to the Claims Administrator the Authority did not comply with its requests for legal consequences.

### III.6. Legal consequences

III.6.1. Pursuant to Article 58 (2) (b) of the GDPR, the Authority condemns a

Claim Manager because you have violated it

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Article 5 (1) (a) of the GDPR,

Article 5 (2) of the GDPR,

Article 6 (1) of the GDPR,

Article 12 of the GDPR, and

Article 17 (1) (b) of the GDPR.

III.6.2. In accordance with Article 58 (2) (g) of the GDPR, the Authority shall order ex officio

the following:

-

restrictions on the processing of Customer's personal data while Claim Manager

does not justify a legitimate interest in the processing of claims for the purposes of data processing

priority over the rights and interests of the Customer and the mailing address

the Customer 's consent in respect of, as was not substantiated during the proceedings by

To the Authority and, according to the Client's statement, does not handle it legally

mail address managed for the purpose of receivables management, as the [....]

number was never the Customer's mailing address, [...]. has already expired.

-

the fulfillment of the Client's cancellation request by the person handled on the basis of the consent

personal data not processed on the basis of consent

appropriate information to the Customer regarding the data.

The need for the data management of the Receivables Manager for receivables management purposes is basically a

the existence of a claim could be substantiated, but this is disputed by the Client. To the Receivables Manager

it must therefore examine whether the disputed claim exists, given that it

the lawfulness of its data processing depends on this question. Where the claim

exists, the Authority - in order to ensure the data management of the Receivables Manager due to the illegality of the data, the Client may exercise control over his / her data properly - ex officio obliged the Claims Administrator to comply with Section 14 (2) (b) of the GDPR inform the Client of the personal interest required for his / her personal data receivables management, this interest takes precedence over the fundamental rights of the Client and inform the Client, as a data subject, of his right to protest, and how to practice it.

In addition to the above, as the Receivables Manager is managed under Article 6 (1) (a) GDPR did not prove the existence of consent in relation to personal data and is therefore subsequent also instructed the Claims Manager to verify it.

If the claim does not exist, or if the claim exists, the Claim Manager a

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the priority of a legitimate interest or personal data processed on the basis of consent the Client 's consent cannot be proved by the Authority Claims manager to delete data for which there is no legal retention obligation.

III.6.3. The Authority examined of its own motion whether it was justified against the Claims Administrator imposition of a data protection fine. In this context, the Authority will comply with Article 83 (2) of the GDPR and Infotv.75 / A. § considered ex officio all the circumstances of the case and found that in the case of an infringement detected in the present proceedings, the warning is neither proportionate nor appropriate a dissuasive sanction, it is therefore necessary to impose a fine.

In particular, the Authority took into account that the breaches committed by the Claims Officer

A higher fine under Article 83 (5) (a) and (b) of the GDPR constitute an infringement.

In imposing the fine, the Authority took into account the following factors as aggravating circumstances:

- The infringement is serious because it affects the exercise of the rights of the Claim Manager and is fundamental

also committed an infringement by processing unlawful data. (GDPR Article 83 (2) (a))

- The Claim Manager is intentional to violate the law caused by unlawful data processing

caused by his behavior and data management practices. (Article 83 (2) (b) and (d) of the GDPR)

- To convict the Claimant for violating Article 5 (1) (a) of the GDPR

has already taken place on [...]. by failing to provide information

context. In this decision, the Authority imposed a data protection fine of HUF 2,000,000

ordered the Claims Manager to pay.

In its decision [...], The Authority also condemned the Claims Manager as three

the person concerned had to find out from various sources, which made it impossible for him to see through him

therefore infringed Article 5 (1) (a) of the GDPR in this case as well.

point. In this decision, the Authority paid a HUF 500,000 data protection fine

obliged the Claims Manager.

In its decision [...], The Authority condemned the Receivables Manager because

did not clearly indicate the legal basis in its prospectus, only the purpose of the data processing, thus

in this connection, it infringed Article 5 (1) (a) of the GDPR. In this

In its decision, the Authority instructed the Claims Manager to pay a data protection fine of HUF 1,000,000

obliged.

In addition to the above, the Claims Manager was convicted in the decision [...] A

Infringement of Article 6 (1) of the GDPR, since in the case of data processing for claims management purposes a

The claimant relied on an incorrect legal basis and Article 12 (1) of the GDPR

also because it did not comply with the request. In this

In the case of the Authority, the Authority ordered the payment of a data protection fine of HUF 5,000,000

Receivables Manager.

(GDPR Article 83 (2) (e) and (i))

According to the receivables manager's report for 2019, the pre-tax profit was HUF [...]. THE

the data protection fine imposed shall not exceed the maximum fine that may be imposed. (Article 83 (5) GDPR)

paragraph (a)

The specific deterrent effect of the Authority on fines is to

Receivables Manager to review your data management practices.

that

encourage

the

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Infringement by the Claims Administrator under Article 83 (5) (a) and (b) of the GDPR

according to which it constitutes an infringement in the higher category of fines. Nature of the infringement

the maximum amount of the fine that may be imposed under Article 83 (5) (a) and (b) of the GDPR 20

EUR 000 000 or up to 4% of the total worldwide turnover in the preceding business year.

With regard to the imposition of a fine, the Authority follows Article 83 (2) GDPR

did not take into account the provisions of the Directive because they were not relevant in the present case: point (c), point (f) points (g), (h), (j) and (k).

ARC. Other issues

The powers of the Authority shall be exercised in accordance with Infotv. Section 38 (2) and (2a), its jurisdiction is covers the whole country.

The Ákr. Pursuant to Section 112 and Section 116 (1) and Section 114 (1), respectively a

There is an administrative remedy against the decision and the order.

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The rules of administrative litigation are laid down in Act I of 2017 on the Procedure of Administrative Litigation (a hereinafter: Kp.). A Kp. Pursuant to Section 12 (1) by decision of the Authority

The administrative lawsuit against the court falls within the jurisdiction of the court Section 13 (3) a)

Pursuant to point (aa) of the Act, the Metropolitan Court has exclusive jurisdiction. A Kp. Section 27 (1)

Legal representation shall be mandatory in proceedings falling within the jurisdiction of the General Court under paragraph 1 (b).

A Kp. Pursuant to Section 39 (6), the filing of an application is an administrative act  
has no suspensive effect.

A Kp. Section 29 (1) and with this regard Pp. Applicable pursuant to Section 604, the  
of 2015 on the general rules of electronic administration and trust services

CCXXII. Pursuant to Section 9 (1) (b) of the Act (hereinafter: E-Administration Act), the customer  
your legal representative is required to communicate electronically.

The place and time of the submission of the application is Section 39 (1). THE  
reintroducing certain procedural measures in the event of an emergency

112/2021. (III. 6.) of the Government of the Republic of Hungary, according to § 36 (1) - (3)

during which the court shall act out of court, including in appeal proceedings. If trial  
would be appropriate, or requested by either party, or a hearing has already been scheduled, the proceeding  
the court shall inform the parties out of turn of the fact of the out-of-court settlement and provide an opportunity  
to allow the parties to submit their statements in writing. If the lawsuit is a tightened defense  
should a hearing be held outside of the time, the plaintiff may then request that the court be out of court  
postpone the trial until after the end of the enhanced defense, instead of adjudicating,  
if (a) the court has not ordered at least part of the suspensory effect of the administrative act,  
(b) the action has suspensory effect and the court has not ordered the suspension of the suspensory effect  
(c) no interim measure has been ordered.

The amount of the fee for an administrative lawsuit shall be determined in accordance with Act XCIII of 1990 on Fees. law  
(hereinafter: Itv.) 45 / A. § (1). From the advance payment of the fee is

Itv. Section 59 (1) and Section 62 (1) (h) shall release the party instituting the proceedings.

If the Claims Manager does not duly prove the fulfillment of the prescribed obligation, a

The Authority considers that it has not complied with the obligation within the time limit. The Ákr. Pursuant to § 132,  
if the debtor has not complied with an obligation contained in the final decision of the authority,  
executable. The decision of the Authority Pursuant to Section 82 (1), the communication shall become final  
becomes. The Ákr. Section 133 of the Enforcement - unless otherwise provided by law or government decree

not ordered - ordered by the decision-making authority. The Ákr. Pursuant to Article 134 -

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if by law, government decree or local government decree in a municipal authority matter

unless otherwise provided - by the state tax authority. Infotv. Section 60 (7)

to carry out a specific act contained in a decision of the Authority

the decision as to the obligation to conduct, tolerate or stop

shall be carried out by the Authority.

Budapest, March 22, 2021

Dr. Attila Péterfalvi

President

c. professor

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