Case number: NAIH-1763-4/2021.

History: NAIH/2020/3475.

Subject: request rejection,

illegal data processing

determination ex officio

H A T A R O Z A T

At the National Data Protection and Freedom of Information Authority (hereinafter: Authority) [...] (a

hereinafter: Applicant) dated April 8, 2020 and received by the Authority on April 16, 2020

official proceedings were initiated based on his request (hereinafter: request). […] (hereinafter: Applicant

or Bank), as well as conducted in the context of the examination of the data management of [...] (hereinafter: the Company).

In an official data protection procedure, the Authority makes the following decision:

I.1. The Authority partially rejects the Applicant's request because the Bank is an assignee of the claim

during - regardless of obtaining the consent of the Applicant, point f) of Article 6 (1) of the GDPR

based on - legally handed over to the Company to prove the existence of the Applicant's debt

necessary personal data.

I.2. The Authority ex officio determines that the Bank has violated the purpose limitation and that

the principle of data saving when, during the assignment of the claim, he forwarded to the Company the

It is called "financing application for private individuals" containing the applicant's personal data

document (hereinafter: financing application).

I.3. The Authority ex officio determines that the Bank has violated Article 5 (2) of the GDPR, because

did not prove that it has an adequate legal basis for forwarding the Applicant's data.

I.4. The Authority ex officio determines that the Bank has violated the Applicant's access, or

your right to protest.

I.5. The Authority ex officio obliges the Bank to provide the Applicant with access or protest

respond to your request to exercise your right to privacy in accordance with the provisions of the GDPR. The Bank a

30 days from the date of this decision becoming final, he must prove that the Applicant's request

he answered.

I.6. The Authority ex officio I.2., I.3. and I.4. due to the violations established in point

within 30 days of the decision becoming final

HUF 5,000,000, i.e. five million forints

data protection fine

obliged to pay.

II.1. The Authority ex officio determines that the Company has violated Article 5 (2) of the GDPR,

because he did not prove that he has the appropriate legal basis to manage the Applicant's data.

II.2. The Authority ex officio obliges the Company to expect this decision to become final

certify to the Authority within 30 days if it has a legitimate interest in the Applicant's personal data

for claims management purposes, and this interest takes priority over the basic rights of the Applicant

enjoy. If you cannot prove the legitimate interest and its priority, cancel the

processing of personal data for claim management purposes!

……

…….

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II.3. As long as the Company does not comply with II.2. to the obligation contained in point, until then it is limited by the

Authority

for the Company, the processing of the Applicant's personal data for claims management purposes!

II.4. The Authority partially rejects the Applicant's request and does not instruct the Company to

to delete the loan agreement containing your personal data and the handover protocol, or not

prohibit the Company from further handling these documents containing the Applicant's personal data.

II.5. The Authority ex officio determines that the Company has violated the purpose limitation and

the principle of data saving by continuing to store the funding application submitted to it.

II.6. The Authority partially grants the Applicant's request and instructs the Company that the present

within 30 days of the decision becoming final

delete “request for funding

made an electronic copy of the document named "for private individuals", the paper-based one

destroy the document! The implementation of the measures was calculated from the taking of the measures

You must notify the Authority within 8 days - together with the supporting evidence attached!

Until the expiry of the time limit for filing an appeal against the decision, or an administrative lawsuit

in case of initiation, until the final decision of the court, the data affected by the disputed data processing will not

they can be deleted or not destroyed.

II.7. The Authority ex officio II.1. due to the violation established in point, the Company by this decision

within 30 days of its becoming final

3,000,000 HUF, i.e. three million forints

data protection fine

obliged to pay.

***

The fine is transferred to the Authority's centralized revenue collection purpose settlement account (10032000-

01040425-00000000 Centralized direct debit account IBAN: HU83 1003 2000 0104 0425 0000 0000)

must be paid in favor of When transferring the amount, NAIH-1763/2021.BÍRS. number must be referred to.

If the Bank or the Company does not fulfill its obligation to pay the fine within the deadline, it is in default

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

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

I.5., II.2. and II.6. obligation according to point, and the non-payment of the fine and late fee

the Authority orders the implementation of the decision. The Authority fulfills the obligations on merit

check.

In its decision, the Authority stated that the administration deadline had been exceeded, and therefore provides that

that HUF 10,000, i.e. ten thousand forints, to the Applicant - according to his choice to be indicated in writing -

pay by bank transfer or postal order.

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

Within 30 days, it can be challenged in a public administrative lawsuit with a claim addressed to the Capital Court. THE

enhanced defense does not affect the course of the time limit for filing a claim. The application must be submitted to the

Authority

submit, electronically, which forwards it to the court together with the case documents. Holding the trial

the application must be indicated in the application. 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.

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I. The progress of the sale, the unearthed fact

I N D O C O L A S

I.1. On April 16, 2020, the Applicant submitted an application to the Authority, in which the

You selected a bank.

In the application, he submitted that on May 14, 2008, he concluded a loan agreement with the Bank, which agreement

he could no longer pay his installments from April 1, 2017, but the Bank did not cancel the contract

up.

In a letter dated June 25, 2018, the Bank informed the Applicant that his outstanding claim

[...]. (hereinafter: Company) assigned it. In the Company's letter dated June 25, 2018

called on the Applicant to perform, referring to the fact that, as an assignee, he is entitled to a

to enforce a claim.

In a letter dated November 13, 2018, the Applicant indicated to the Bank that, in his opinion, the

unlawfully transmitted his personal data to the Company during assignment. The Applicant
according to his point of view, data transmission could only have taken place based on his consent,
in the absence of this, the data management is considered illegal, because it is GDPR Article 6 (1) paragraph a)
point, as well as Infotv. It violates Section 5 (1) point b). The Applicant also submitted that a
protests in view of the infringement and requests the termination of the infringement.
In a letter dated November 21, 2018, the Bank informed the Applicant that the GTC and the
In accordance with the provisions of the business regulations, the Bank assigned the claim
may decide to enforce the claim arising from the contract. The Bank also informed the
Applicant to the Company with a request for information after the assignment takes effect
can turn. In addition to all this, the Bank drew the Applicant's attention to the fact that if the answer is no
satisfied, the procedure of the Financial Conciliation Board can be initiated, as well as the Hungarian National
You can contact the Bank (hereinafter: MNB).
In a letter sent on December 11, 2018, the Applicant informed the Bank that his previous letter of reply was not
accept. He explained that the Bank misunderstood his request, as it did not indicate that the assignment had taken place
objects, but rather that his personal data was transferred to the Company. The Applicant specifically
stated that it is not the General Terms and Conditions, but Infotv. and requests the assessment of your submission based on
the GDPR,
since the question he asked is a data protection law question. The Applicant added that if not
satisfied with the answer, it will go to the Authority, not to the bodies previously indicated by the Bank
turn.
In its letter dated December 27, 2018, the Bank informed the Applicant that in its previous letter
still maintains the provisions, and that the General Terms and Conditions 14.1. point summarizes those a
provisions on the basis of which he assigned the claim to the Company. The Bank attached it
General Terms and Conditions for your reply letter.
The document named "General contract conditions - for a car purchase loan" (a
hereinafter: GTC) 14.1. contains the following information: "The Customer acknowledges that

Lender's rights and claims arising from the Loan Agreement - in addition to notifying the Customer -
transfer it to a third party under unchanged conditions". The document is dated January 1, 2006.
According to the Applicant's point of view, the Bank has violated the processing of his personal data
rules, since according to his point of view, in the case of objectionable data management, Article 6 (1) of the GDPR
of the legal grounds listed, only the consent of the affected person could have been considered, but he did not give it
consent to the transfer of your data. The Applicant could not indicate which Bank is personal
gave his data to the Company.

In view of all this, the Applicant asked the Authority to carry out the official data protection procedure,
and, in the event of a violation, apply the necessary measures against the Bank, and also order that
the Company deletes your personal data and prohibits the Company from further data processing.
I.2. During the procedure, the Authority contacted the Bank in order to clarify the facts: the Authority
to his request, the Bank stated that it was done in order to validate the claim
assignment, during which the personal data of the Applicant were transferred to the Company.
The Authority called the Bank to state which personal data the Applicant had transmitted
for the Company. The Bank sent the Authority a copy of the letter dated June 25, 2018,
in which he notified the Applicant of the assignment, as well as loan agreement No. […]
a copy of which he forwarded to the Company during the assignment, i.e. to the assignee. THE
In addition, the Bank sent the correspondence with the Applicant regarding the assignment of the claim
relevant contract and its annex, the general one for the vehicle purchase loan
contractual terms and conditions (hereinafter: GTC), as well as the 2007 data protection
customer information. The Bank sent it on June 25, 2018 for the assignment of the claim
relevant contract (2nd quarter 2018 package II.1) between […] and [...]”
(hereinafter: package, which was found in Annex No. 1 of the package that the Bank a
Together with the applicant, he assigned the claims of more than fifty persons to the Company.
The Bank also submitted that, in its opinion, during the assignment, the claim became the legal successor of a

It became a company that took the place of the Bank in terms of data management, therefore with data management related obligations are borne by the Company after the assignment. That is why the Bank handled it the Applicant received his letter as a consumer protection complaint, and that is why it was possible that in the reply letter dated both November 21 and December 27, 2018, the Bank exclusively referred to the GTC - allowing assignment - 14.1. referred to point

During the procedure, the Authority informed the Bank that the evidentiary procedure had been completed and if you wish to exercise your right to make a statement, you may do so within the deadline set in the order. The Bank he did not submit any further evidentiary motions or statements.

I.3. The Authority subsequently - NAIH/2020/3475/6. in order no. - included the Company as a client into the procedure. The Company stated that the Applicant's personal data with the Bank June 2018 He acquired it in the context of an assignment contract concluded on 25: the outstanding claim is number […] originated from a loan agreement.

The Company declared that the Applicant's personal data included in the loan agreement manages which contract the Bank handed over to the Company during the assignment of the claim. The company as proof of this statement, he sent the documents in his possession: the loan agreement copy, a copy of the financing application, and [...] no. handover of a vehicle prepared for a contract receipt or that notice of assignment. The loan agreement was dated May 14, 2008, between the Bank and A document signed by the applicant, which has six attachments: the general part of the business regulations, that is GTC, the repayment schedule, the handover protocol, the Pmt. declaration of beneficial ownership, as well as the data protection customer information.

The submitted financing application contains the Applicant's name, place and time of birth, mother's name, your phone number, ID card number, address ID number, your permanent address, the time of your registration at the address, your citizenship, the relevant information that he is not married, that he is retired, the beginning of his entitlement to a pension, regular net

income, the number of earners living in the joint household, utility costs and obligations above the utility costs

amount, highest educational qualification, details of the vehicle, the amount of the loan and self-reliance, a

fee payment method, monthly installment amount, and the total loan fee indicator.

hereinafter: transfer-acceptance

protocol) copy,

protocol

(the

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During the procedure, the Authority informed the Company that the proof procedure was completed and

if you wish to exercise your right to make a statement, you may do so within the deadline set in the order. THE

At that time, the company stated - repeatedly - that it was licensed by the MNB

a company engaged in the purchase of receivables, as support for this was sent by the State Monetary and

Capital Market Authority's decision number […] with file number […] (hereinafter: operating license).

At that time, the Authority noticed that, according to the operating license, the Company purchases receivables, as well as

can carry out other financial activities, according to point 2 of the license, the Company for him

may carry out authorized activities within the administrative area of […] county. The Applicant - who

exercised his right to inspect the documents - after viewing the documents of the procedure, he expressly referred to the fact

that although

according to the permit, the Company could carry out receivables purchase activities within the county of [...], its

he also bought his claim, even though he is a [...] resident.

I.4. In the course of the procedure, the Authority contacted the Hungarian National Bank (hereinafter: MNB).

in order to inform the Authority that the Company's operational area - so specifically

your receivables purchase activity - do any restrictions apply.

The MNB informed the Authority that the operating license issued in 1998 is the Company

defined its operational area in the administrative area of [...] county, to which the credit institutions and the

CXII of 1996 on financial enterprises. Act (hereinafter: old Hpt.) provided an opportunity.

According to the MNB, the Company did not receive a request for this from the MNB, the regional

restriction has not been lifted since the license was issued, therefore the Company informs credit institutions and

CCXXXVII of 2013 on financial enterprises. Act (hereinafter: Hpt.) continues [...]

limited to the administrative area of the county, it can continue the business-like activity of purchasing receivables.

I I . APPLICABLE LAW REGULATIONS

On the protection of natural persons regarding the management of personal data and such

on the free flow of data and repealing Directive 95/46/EC (EU)

Regulation 2016/679 (hereinafter: general data protection regulation) based on Article 2 (1) of the

general data protection regulation must be applied to personal data in whole or in part

automated processing, as well as the non-automated processing of those personal data

for handling in a way that is part of a registration system or that is a

they want to make it part of the registration system. Subject to the General Data Protection Regulation

for data management by Infotv. According to Section 2 (2), the general data protection regulation is indicated there

must be applied with supplements.

Infotv. According to Section 60 (1) in order to assert the right to the protection of personal data

the Authority initiates a data protection official procedure at the request of the data subject.

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

for official procedure CL of 2016 on the general administrative procedure. law (hereinafter:

Ákr.) shall be applied with the deviations specified in Infotv.

Based on Article 2 (1) of the General Data Protection Regulation, this regulation shall apply to personal

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

for handling data in a non-automated manner, which is a registration system

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

On the basis of Article 5 (1) point a) of the GDPR, the processing of personal data is lawful and

must be carried out fairly and transparently for the person concerned ("legality, fairness

procedure and transparency").

Based on Article 5 (1) point b) of the GDPR, personal data is only collected for specific,
be done for a clear and legitimate purpose, and they should not be treated in conflict with these purposes
in a negotiable manner; in accordance with paragraph 1 of Article 89, it is not considered incompatible with the original
purpose
negotiable for the purpose of archiving in the public interest, for scientific and historical research purposes
further data processing for statistical purposes ("target binding").
On the basis of Article 5 (1) point c) of the GDPR, personal data from the point of view of the purposes of data management
are appropriate and
and should be limited to what is necessary
("data saving").
Pursuant to Article 6 (1) of the General Data Protection Regulation, the processing of personal data is exclusive
it is legal if and to the extent that at least one of the following is fulfilled:
a) the data subject has given his consent to the processing of his personal data for one or more specific purposes;
b) data management is necessary for the performance of a contract in which the data subject is one of the parties, or a
they must be relevant
necessary to take steps at the request of the data subject prior to the conclusion of the contract;
c) data management is necessary to fulfill the legal obligation of the data controller;
d) data management is to protect the vital interests of the data subject or another natural person
necessary due to;
e) the data management is in the public interest or for the exercise of public authority delegated to the data controller
necessary for the execution of the task carried out in the context of;
f) data management is necessary to enforce the legitimate interests of the data controller or a third party,
unless the interests of the data subject take precedence over these interests or are essential
rights and freedoms that require the protection of personal data, especially if
affected child.

Based on Article 12 (3) of the GDPR, the data controller without undue delay, but
in any case, within one month from the receipt of the request, inform the person concerned of the 15
On measures taken following a request under Article 22. If necessary, taking into account the request
complexity and the number of applications, this deadline can be extended by another two months. The deadline
extension, the data controller indicating the reasons for the delay from receipt of the request
informs the person concerned within one month. If the person concerned has submitted the
application, the information must be provided electronically, if possible, unless the person concerned does so
asks otherwise.
Based on Article 15 (1) of the GDPR, the data subject is entitled to receive feedback from the data controller
receive information on whether and if your personal data is being processed
data processing is in progress, you are entitled to obtain the information relating to personal data and data processing
get access to the most important information.
Based on Article 21 (1) of the GDPR, the data subject has the right to be informed that it is related to his own situation
object to your personal data at any time for reasons based on points e) or f) of Article 6 (1).
against its handling, including profiling based on the aforementioned provisions. In this case it is
the data controller may not process the personal data further, unless the data controller proves that it is
data processing is justified by compelling legitimate reasons that give priority to the data subject
against your interests, rights and freedoms, or for the submission of legal claims,
are related to its enforcement or protection.
Act V of 2013 on the Civil Code (hereinafter: Civil Code) 6:193. Based on paragraph (1) of §
the creditor may transfer his claim against the obligee to someone else.
The Civil Code 6:193. Pursuant to paragraph (2) of §, assignment is between the assignor and the assignee
contract by which the assignee takes the place of the assignor.

The Civil Code 6:196. §, the assignor obliges the assignee to enforce the claim
provide the necessary information, and the person in possession of the proof of the existence of the claim is obliged

deliver documents to the assignee.

The old Hpt. According to § 140, the Supervision in § 3 and § 14-16. determined the license specified in §

for time, subject to conditions, as well as with a limited scope of activities, territorial restrictions, the financial

and within a service activity, you can also enter it with business or product restrictions.

The Hpt. Pursuant to Section 3 (1) point l) of the financial service, the following activities are business-like

performed in HUF, foreign currency or foreign currency: receivables purchase activity.

The Hpt. According to § 99, paragraph (1), the credit institution shall make sure before deciding on placement a

on the existence, fair value and enforceability of necessary collaterals and guarantees. The decision

attach the underlying documents to the contract for the transaction and to the discounted promissory note.

The Hpt. According to § 99, paragraph (3), during the term of the contract containing the assumption of risk, the credit

institution

regularly monitors and documents the implementation of the conditions contained in the contract,

including the development of the client's financial and economic situation and the provisions of paragraph (1).

The Hpt. According to § 292, paragraph (1), on the entry into force of this law, credit and money lending

of a claim within the scope of its activities - with or without assuming the obligee's risk -

for obtaining, advancing, as well as

financial authorized to deduct

institution to carry out the activities included in Section 3 (1) point l) without special authorization a

continues to be eligible.

The Hpt. On the basis of Section 161, Paragraph (1), point c), bank secrecy may be issued to a third party if the financial

it is in the interest of the institution to sell its existing claim against the customer or its expired claim

makes it necessary for its validation.

Based on § 166, paragraph (1) of Act C of 2000 on accounting (hereinafter: the Act), accounting

all receipts issued or prepared by the farmer, or business or other documents with the farmer

a document issued or prepared by a related natural person or other entrepreneur (invoice,

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

a document that can be classified as such) - regardless of its printing or other production method - which a

supports the accounting accounting (registry) of an economic event.

The Sztv. Based on § 169, paragraph (1), the entrepreneur prepared a report for the business year, the business

report, as well as the supporting inventory, evaluation, ledger extract, and the logbook,

or other records in a legible form that meet the requirements of the law for at least 8 years

must keep.

The Sztv. (2) directly and indirectly supporting the accounting

accounting documents (including ledger accounts, analytical and detailed records

also), it must be readable for at least 8 years, based on the reference to the accounting records

to preserve in a retrievable manner.

I I I . Decision making

The Applicant does not dispute the existence of the claim, does not object to the assignment,

but that your personal data was transferred to the Company. According to him, the transfer of data was illegal,

because it was done without his consent, so he requested the Authority to condemn the Bank and

prohibit data processing for the Company, as well as order the deletion of your personal data.

The Authority during the procedure - informing the MNB, as well as by the Company and the MNB

based on the information on the operating license sent - he was faced with the fact that a

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Despite this, the company bought it and tried to foreclose on the Szolnok resident

The applicant's claim that he would otherwise only be able to continue in the administrative area of […] county

receivables purchase activity. According to the Applicant's point of view, it also follows that a

The company had no legal basis for receiving your personal data.

Assessment of whether the Company is entitled to purchase receivables in relation to the Applicant's debt and

to carry out collection activities, and whether it has the appropriate permits, does not belong to

Within the competence of the Authority, the Authority is not entitled to make a determination in this regard, since the credit

institutions,

supervision of financial enterprises until 2013 by the State Supervision of Financial Organizations, since then and it is provided by the MNB. Thus, it is not a data protection issue, but falls within the jurisdiction of the MNB assessment of whether the Company's operation was illegal when […] in the administrative area of the county also carried out receivables purchase activities outside. In view of this, the Authority sends a signal to the MNB.

In the present procedure, the Authority did not examine the legality of the assignment contract either, because it judgment of Infotv. Based on paragraphs (2)-(2a) of § 38, it does not fall within its competence. One bound the validity and legality of a contract is a question that falls under the jurisdiction of a civil court belongs to. During the procedure, the Applicant did not attach a legally binding court decision that would prove this invalidity of assignment contract.

As a result of the assignment, the Company registers a claim against the Applicant, the existence of which is not disputed by the Applicant, so the Company may in principle have a legitimate interest in to manage the Applicant's personal data in connection with a claim.

Subject to the above, the Applicant may request the deletion of his personal data or the further processing of the data in order to assess his request for prohibition, the Authority had to first of all examine whether a whether the conditions for deletion in Article 17 of the GDPR are met, i.e. whether the data is handled properly purpose and on the basis of a suitable legal basis according to the GDPR, or - if for data management would not have an adequate legal basis - whether the exceptional cases according to Article 17 (3) do not exist one of them.

III.1. Legal basis for data transfer (assessment of the Bank's data management)

According to the Applicant's point of view, during the assignment, the Bank unlawfully forwarded personal information data to the Company. According to the Applicant's point of view, only for data transmission it could have taken place on the basis of his consent, in the absence of this, at the discretion of data management illegal, because it violates Article 6 (1) point a) of the GDPR, as well as Infotv. Section 5 (1) b) violates your point.

Contrary to the Applicant's position, an agreement concluded by the Bank and the Company on 06/25/2018 Data transfer carried out within the framework of a concession contract is not only a legal obligation (statutory

on the basis of authorization) or with the consent of the data subject, but pursuant to Article 6 of the GDPR.

in other cases included in paragraph (1) of Article

According to the Bank's statement, the legal basis for forwarding the Applicant's personal data is the Civil Code.

assignment rules and Hpt. It was formed by § 161, paragraph (1), point c).

According to the Authority's findings, Hpt. Section 161, paragraph (1), point c) cannot be considered personal data

of an independent legal basis for forwarding, given that this legal provision is not mandatory

contains data management, it only provides the financial institution with the opportunity to provide bank secrecy

to a third party, if it is in your interest to sell your claim against the customer

necessary to validate your overdue claim

yogi

obligation, which would create an independent legal basis, since Infotv. to paragraph (3) of § 5

given that the legislation should also regulate the conditions of data management. Instead, Hpt. § 161. (1)

point c) of paragraph c) in the case of data management based on legitimate interest, the legitimate interest of the data

controller, or

means determining the purpose of data management, for which the data controller needs to perform the

do. However, this does not qualify as such

further steps of interest consideration. It follows from all of this that the legal basis referred to by the Bank

provisions do not constitute the appropriate legal basis for the transfer of the Applicant's personal data.

The Civil Code 6:193 cited by Bank. § contains the concept of assignment, which is the transfer of data

cannot be interpreted as a legal basis. The Civil Code 6:196. However, pursuant to §, the assignor is obliged to a

documents in his possession proving the existence of the claim - containing the debtor's personal data

to hand over to the assignee.

III.1.1. The loan agreement containing the Applicant's personal data and the handover protocol

transfer

The Authority found that, although the Bank wrote to the Applicant and during the procedure, the

Article 6 (1) of the GDPR was not cited as the legal basis for processing the applicant's personal data

point f), however, this does not mean that the Applicant's personal data

did not have any legal basis for forwarding it, as it was an assignment made possible by law

it took place in the context of its activities, as well as the right related to the assignment of its claim

can be established as a result of the legal regulations.

In view of the above, the loan agreement concluded with the Applicant to the Bank and the provisions therein

had a legitimate interest in the transfer of personal data due to legal regulations

can be established. Since, according to the content of the loan agreement, the Applicant - arising from the loan agreement

in order to ensure his payment obligations at all times - established a right of purchase for the Bank as the subject of the

contract

on a qualifying vehicle, so the Civil Code based on the above provision, the legitimate interest in data transfer

its existence can also be established with regard to the handover protocol attached to the contract.

In view of the above, the Bank is required to collect the Applicant's debt

did not violate Article 6 (1) and Article 5 of the GDPR by transferring data to the Company.

point b) of paragraph (1) of Article

However, based on the principle of accountability, the data controllers during the entire process of data management

they must implement data management operations in such a way that they are capable of data protection

to prove compliance with the rules. The principle of accountability is therefore not only in general,

can be interpreted at the process level, all specific data management activities, a specific stakeholder

also applies to the management of your personal data. Since the data is handled by the Respondent

he was unable to name his appropriate legal basis, and therefore violated Article 5 (2) of the GDPR

principle of accountability.

III.1.2. Delivery of the financing application containing the Applicant's personal data

The financing application submitted during assignment contains the Applicant's name and place of birth

and time, his mother's name, phone number, identity card number, address

your identity card number, your permanent address, the time you registered at your address, your citizenship, that

information about whether you are single, whether you are retired, the beginning of your pension entitlement,
your regular net income, the number of earners living in the joint household, utility costs and utility costs
the amount of the obligation above, your highest educational qualification, the details of the vehicle, the loan and
the amount of self-reliance, the method of payment of fees, the amount of monthly installments, and the total loan fee indicator.
The Hpt. Paragraph (3) of § 99 obligates credit institutions to the so-called credit aftercare,
execution of debtor monitoring. According to this obligation, the credit institution not only before the placement period
is obliged to examine the evolution of the risks, but the duration of the contracts containing the assumption of risk
must also continuously check the level of risks associated with risk taking. The loan
follow-up care, during debtor monitoring, you must document the fulfillment of the conditions contained in the contract,
including the evolution of the client's financial and economic situation.
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However, Hpt. Paragraph (3) of Section 99 cannot be applied to assignment contracts either
due to (claims management is only related to the contract containing the risk assumption, but still
it does not become the same in case of assignment), nor because the Hpt. referenced provision
it authorizes credit institutions, not debt management companies, to pursue debtors.
In addition, on the basis of point c) of Article 5 (1) of the General Data Protection Regulation, with claims management
with regard to the data management of the companies involved, only to the extent necessary to enforce the claim
personal data can be processed. Accordingly, to the income conditions of the debtor at the time of taking out the loan
the transfer of relevant data is unnecessary, since the effectiveness of the recovery of the claim
by definition, it can be judged on the basis of the debtor's current financial and income conditions. So it is for these
the handling of data by the concessionaire conflicts with the prohibition of data collection for the stock.
Therefore, during the assignment, the Bank nevertheless handed over the Applicant's financing request to
to the Company that it is not considered a document proving the existence of the claim, or that the claim
is not required for validation. According to the Authority's point of view, the financing request is not
serves the purpose of proving the existence of the claim, and is not suitable for that, because
its purpose is for the Applicant to prove to the Bank that if the Bank grants him a loan, he will receive the loan and

you will be able to repay its contributions because your financial situation allows it.

Although the financing application contains personal data (the Applicant is a natural

personal identification data, contact information), which may be necessary to validate the claim,

however, this information is also included in the loan agreement that was also forwarded, i.e. the financing agreement

forwarding the request is not necessary for the Company to validate the purchased claim,

because it has the necessary data even without it.

In view of the above, the Authority found that the Bank violated the purpose limitation and that

the principle of data saving, when he forwarded the Applicant's financing request to the Company,

thus, the data transmission was in violation of Article 5 (1) b) and c) of the GDPR.

III.2. Management of transmitted data (assessment of the Company's data management)

The Company - despite the Authority's specifically directed question - did not declare that a

For what purpose and on what legal basis the applicant's personal data is processed, he was informed by the

Authority to manage the Applicant's personal data contained in the loan agreement, which data a

It was handed over to the Bank during the assignment of the claim.

In order to collect the claim, the Company acts in its own interest and for its own benefit, since it is

by assignment, he became the rightful owner of the claim, and the enforcement of the claim, the debtor to perform

judge, and the data processing carried out for this purpose serves his legitimate interests.

Therefore, the Company is responsible for the validation of the claim and the management of the data required for this

after examining its legitimate interest, the legitimate interest could have based the personal data on a legal basis

treatment. However, the Company did not explicitly state that it placed it on this legal basis

data management, the GDPR. based on Article 5 (2) he could not prove that his data processing is legal,

is transparent and has an appropriate legal basis for data management.

In the absence of consideration by the Respondent, the Authority could not take a position that the claim management purpose

whether the Respondent actually has a legitimate interest in data management in the specific case.

The Authority points out that according to Article 5 (2) of the General Data Protection Regulation, it is essentially

data management objective

formulating its requirements

arising from the basic requirement of accountability, the Company as a data controller must know

to prove that the conditions for the legality of the data management - from the beginning of the data management -

continuously

exist.

The data controller can only reasonably trust that the data processing is legal in all respects

enhanced care

responsibility and

requirements, if he is able to fulfill his obligation to certify, and the Authority, acting court,

and can present these conditions in detail and in a way that provides sufficient certainty for the person concerned

existed. It follows that if the data controller does not prove that the data subject has objected

its data management would have complied with the data protection requirements during the period under review, it does not

comply

of the basic requirement of accountability, thereby violating Article 5 of the General Data Protection Regulation.

(2) of Article

III.3. The Requester's data erasure request - made to the Authority

The Applicant requested the Authority to prohibit the Company from processing data and to order

deletion of personal data.

III.3.1. The assignment agreement concluded between the Bank and the Company and the assignment by the Applicant

the loan agreement containing your personal data received in the framework of, and its annex for accounting

is considered a receipt, which the Company received under Sztv. according to its regulations, it must be kept for eight years.

Based on the available data, the Authority also found that the Company

the range of personal data managed for claims management purposes is the same or overlaps with this

with personal data also contained in accounting documents. It is found in the accounting documents

the legal basis for processing personal data is Article 6 (1) paragraph c) of the General Data Protection Regulation

point, thus their further preservation and management for accounting purposes, despite the data deletion request of the data subject

can be considered legal.

Based on the above, in accordance with point b) of Article 17, paragraph (3) of the GDPR - the funding request with the exception of - rejects the part of the Applicant's request to oblige the Company to provide the personal to delete your data and prohibit the processing of this data.

III.3.2. The Authority - the III.1.2. in point - established that the Bank violated the purpose limitation and the principle of data saving when forwarding the Applicant's financing request to the Company, thus, the data transmission was in violation of Article 5 (1) b) and c) of the GDPR.

It follows from the above that the financing request is stored by the Company without the claim in order to validate it, you need to process the personal data contained therein in any way would be, therefore the storage of the financing application conflicts with Article 5 (1) b) and c) of the GDPR.

Regarding the handling of the financing application, the Company in GDPR Article 6 (1) points a)-f). did not prove any of the specified legal grounds, therefore the Authority - granting the Applicant's request - Based on GDPR Article 17 (1) point d) - obliged the Company to delete the Applicant your funding request.

III.4. Management of the Applicant's stakeholder requests (by the Bank)

Despite this, the Bank classified the twice submitted request of the Applicant as consumer protection complain that the Applicant already referred to the GDPR in his letter of November 13, 2018, and the Infotv. provisions, however, in his letter of December 11, 2018, he specifically stated that your request is a data protection request, which is answered by the GDPR and Infotv. – and not the GTC and that You want to receive it on the basis of business regulations, and you also informed the Bank about why it is data protection submitted a request, not named by the Bank in case of dissatisfaction with the answer to supervisory bodies, but to the Authority. The Bank is therefore the Applicant specifically for this despite its request, it was not judged on the basis of data protection legislation, which was submitted twice request.

Even after this clear "notice", the Bank did not recognize that the Applicant had access

the)

presented a request in which he submits that, according to him, during the assignment of claims

point a) is the only possible legal basis listed in the GDPR for data transmission

on the basis of, i.e. it could have taken place legally in case of his consent.

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Although the Bank gave an answer to the Applicant within the deadline, it did not respond to the Applicant's suggestion

responded, since he did not inform him that the transfer of data is legal even in the absence of his consent

was, as it was done on the basis of point f) of Article 6, paragraph (1) of the GDPR. The Bank is not merely the legitimate one

he failed to provide information on the legal basis of interest, but an answer relevant from a data protection point of view

did not give to the Applicant at all.

The Authority did not accept the Bank's argument that the Applicant's request was processed for that reason

as a consumer protection complaint, because the Company became the legal successor of the claim during the assignment,

who also took the place of the Bank in terms of data management, and is therefore related to data management

obligations are charged to the Company after the assignment.

First of all, the Authority notes that although the Company is the Bank in terms of enforcing the claim

has become its legal successor, this does not mean that the applicant's personal data is the sole manager from now on

will be the Company. If the Bank collects the Applicant's personal data - e.g. the bound with him

loan agreement - compliance with the sectoral legislation (such as the provisions of the Act).

will continue to store it for the sake of the Bank, so the Bank will continue to be the data controller - even after the assignment

qualifies because it continues to manage the Applicant's personal data, but no longer for the purpose of

assert a claim against him. With the fact that during the assignment the Applicant

he also forwarded the loan agreement containing his data to the Company, but not his data controller capacity

ceased, but the Company also became a data controller.

Both the Bank and the Company are independent data controllers, who have different legal bases after the assignment

basis, for a different purpose, and possibly to a different extent, the personal data of the Applicant are handled - thus a

Both the Bank and the Company are obliged to respond to the access request if it is under their control

refers to personal data.

The Applicant did not inquire as to why the Company manages his property after the assignment

personal data, but indicated that, in his opinion, the Bank could not have transferred the data to

For company. Since the data transfer operation was carried out by the Bank, it is responsible for the data

for the legality of its transfer, as a data controller, it would have been his duty to inform the Applicant of the

on the issues raised in your application.

Although Article 15 (1) of the GDPR does not specifically list the legal basis for data management

the data subject must be informed in the event of a request to this effect, Article 5 (1) point a) of the GDPR

it follows from the principle of transparency that the right of access to the management of personal data

all related

from its legal basis

also for information.

Based on the above, the Authority established that the Bank violated the Applicant's right of access,

when he did not give you information that he did not consent to the transfer of his personal data,

rather, it was based on the legal basis of legitimate interest. The Bank's data management thus violated Article 15 of the

GDPR.

b)

termination".

Based on Article 21 (1) of the GDPR, the data subject has the right to be informed that it is related to his own situation

to object at any time to the processing of your personal data based on point f) of Article 6 (1) for any reason

against. In this case, the data controller may no longer process the personal data, unless it is

the data controller proves that the data processing is justified by compelling legitimate reasons which

take precedence over the interests, rights and freedoms of the data subject, or which are legal

are related to the submission, enforcement or defense of claims.

Based on this, the Bank would have been obliged to examine the merits of the Applicant's protest and to demonstrate to him,

why it is in the Bank's interest to assign the claim and transfer your personal data to

The Applicant further stated: "I am protesting the violation and I ask that the violation

covers a significant circumstance,

thus data management

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Legal actions

for the Company, and why these interests take precedence over the protection of the Applicant's personal data

his right.

In its response letter, the Bank should have provided information about what it is like considering the above

refuses to fulfill the Applicant's right to protest based on reasons.

The Bank did not respond in any way to the Petitioner's protest request, so the Authority stated,

that the Bank violated the Applicant's right to protest - provided by GDPR Article 21 (1)

his right. The Bank also violated Article 12 (3) of the GDPR when it did not give

information about the reason for refusing to fulfill the protest request.

I V

The Authority ex officio reprimanded the Bank on the basis of Article 58 (2) point b) of the GDPR, because

breached Article 15 (1), Article 21 (1) of the GDPR by not providing the

Information to the Applicant about the legal basis of the data transmission, as well as the Applicant's objection request

he did not judge him at all, so he did not even inform him why he did not accept the protest. THE

The authority also reprimanded the Bank ex officio because the Applicant's personal data

forwarded, which violated Article 5 (1) b) and c) of the GDPR. The Authority ex officio

condemned the Bank because it violated Article 5 (2) of the GDPR when it did not certify that

has the appropriate legal basis to transmit the Applicant's data.

The Authority ex officio condemned the Bank for violating Articles 15 and 21 of the GDPR when the

The applicant did not fulfill his request for access and protest. The Authority is GDPR Article 58 (2).

c) ex officio instructed the Bank to fulfill the Applicant's access and objection

your request.

The Authority ex officio condemns the Company based on Article 58 (2) point b) of the GDPR, because

violated Article 5(1)(b) and (c) of the GDPR as well as Article 5(2) of the GDPR.

The Authority is general regarding data management related to unauthorized claims management

on the basis of Article 58 (2) point f) of the Data Protection Regulation, restricts the personal data of the Applicant

processing for the purpose of claims management, as long as the appropriate legal basis exists, i.e. its legitimate interest

Company does not verify. If the Company does not comply with this within the specified deadline, it is obliged to do so

terminate the processing of data for claims management purposes.

Granting the Applicant's request, the Authority ordered on the basis of Article 58 (2) point d) of the GDPR

the Company to cancel the "financing application for private individuals".

document.

The Authority also ex officio examined whether it was justified against the Bank and the Company

imposing a data protection fine. In this context, the Authority shall comply with Article 83 (2) of the General Data Protection

Regulation

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

in the case of the violation discovered during this procedure, the warning is neither proportionate nor dissuasive

sanction, therefore a fine must be imposed.

IV.1. When imposing the fine, the Authority will consider the following factors regarding the Bank's data management

took into account:

Violations committed by the Bank Article 83 (5) point b) of the General Data Protection Regulation

are classified as violations of the higher penalty category.

When imposing the fine, the Authority took into account the following aggravating circumstances:

• the violation committed by the Bank is considered grossly negligent, because - since the Applicant

expressly indicated that his submission is a data protection subject, which the GDPR and Infotv.

would like to receive an answer based on its provisions - if the Bank has shown minimal care

would have been able to respond to the data subject's access or objection request [GDPR

Article 83(2)(b)];

• the Bank provides customer service activities on a daily basis, with a high number of

has a customer base, so you must always recognize if a request is for data protection

subject [GDPR Article 83(2)(d)];

• although the Authority does not specify the legal bases that can be used during the assignment, or the data that can be

transferred,

documents within the framework of the official procedure initiated by the Authority against the Bank

did not examine the rights of the stakeholders in other proceedings to condemn the Bank

(NAIH/2019/1758/8, NAIH/2019/1859/13, NAIH/2019/3989/20,

for violation

NAIH/2019/3990/25,

NAIH/2019/4517/19,

NAIH/2020/840/14,

NAIH/2020/2646/24), are all appropriate

(NAIH/2019/214/23,

NAIH/2019/3989/20), as well as others of the general data protection regulation - not in this decision

due to the violation of the investigated provisions (NAIH/2019/1758/8, NAIH/2019/3989/20,

NAIH/2020/840/14) has already taken place several times before [GDPR Article 83 (2)

point e)];

due to lack of legal basis

NAIH/2020/616/11,

• the Bank did not comply with its obligation to cooperate with the Authority, as a

The authority asked him in vain what data he forwarded to the Company, but the Bank did not

stated that he would have handed over the Applicant's financing request to the Company,

and this document was not included among the documents that the Bank -

in support of his claim - sent to the Authority [GDPR Article 83 (2) f)

point].

When imposing the fine, the Authority took into account the following other circumstances:

• according to the Bank's 2019 annual report, its net sales are HUF [....];

• the breach did not affect special categories of personal data [GDPR Article 83 (2)

paragraph g)].

The Authority did not specifically consider any factor as a mitigating circumstance.

When imposing the fine, the Authority did not consider GDPR Article 83 (2) c), h), i), j) relevant

and k) as they cannot be interpreted in relation to the specific case.

IV.2. When imposing the fine, the Authority - regarding the Company's data management - is as follows

factors taken into account:

The violation committed by the Company is Article 83, Paragraph 5, Point a) of the General Data Protection Regulation

is classified as a violation of the higher penalty category.

When imposing the fine, the Authority took into account the following aggravating circumstances:

• one of the main activities of the Company is to deal with the business-like purchase of receivables,

therefore, it can be specifically expected that it is suitable for receiving regular and large amounts of data

have a legal basis and can prove its existence [GDPR Article 83 (2) d)

point];

• the Company acted negligently when it did not consider that the financing provided to it

please

storage of the claim

data processing without a legal basis is not necessary for its validation [GDPR Article 83 (2)

point b)];

whether its storage is classified as stockpiling, because it is

• the Authority purchased the Claimant's claim from the Bank as part of a package,

which contains the personal data of 50 persons together with the Applicant [GDPR Article 83 (2)

paragraph point a)];

• the Authority specifically asked the Company to name, for what purpose and

manages the Applicant's personal data based on a legal basis, but the Company did not respond to these questions

answer [GDPR Article 83 (2) point f)].

When imposing the fine, the Authority took into account the following other circumstances:

• the net sales revenue of the Company according to the 2019 report is HUF […];

• the breach did not affect special categories of personal data [GDPR Article 83 (2)

paragraph g)].

Other questions

The Authority did not specifically consider any factor as a mitigating circumstance.

When imposing the fine, the Authority did not consider GDPR Article 83 (2) c), e), h), i),

circumstances according to points j) and k), as they cannot be interpreted in relation to the specific case.

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

Sun.

The competence of the Authority is set by Infotv. Article 38, Paragraphs (2) and (2a) defines it, the jurisdiction of the country

covers its entire territory.

These decisions are based on Art. 80-81 § and Infotv. They are based on § 61, paragraph (1). The decision and the

order in the Art. Pursuant to § 82, paragraph (1), they become final upon their communication. The Akr. § 112. (1)

paragraph, § 114, paragraph (1), the decision can be challenged through an administrative lawsuit

as a remedy.

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

hereinafter: Kp.) is defined. The Kp. Against the decision of the Authority based on Section 12 (1).

administrative proceedings fall under the jurisdiction of the courts, the proceedings are governed by the Kp. Section 13,

paragraph (3), point a) subpoint aa).

based on which the Metropolitan Court is exclusively competent. The Kp. Based on point b) of paragraph (1) of § 27 a

legal representation is mandatory in a lawsuit within the jurisdiction of a court. The Kp. According to paragraph (6) of § 39 a
the submission of a claim does not have the effect of postponing the entry into force of the administrative act.
The Kp. Paragraph (1) of § 29 and, in view of this, Pp. According to § 604, the electronic one is applicable
CCXXII of 2015 on the general rules of administration and trust services. law (a
hereinafter: E-Administration Act.) According to Section 9, Paragraph (1), point b), the client's legal representative shall
electronically
obliged to maintain contact.
The time and place of submitting the statement of claim is set by Kp. It is defined by § 39, paragraph (1). The trial
information about the possibility of an application for keeping the Kp. It is based on paragraphs (1)-(2) of § 77. THE
the amount of the fee for an administrative lawsuit is determined by Act XCIII of 1990 on fees. law (hereinafter: Itv.)
45/A. Section (1) defines. Regarding the advance payment of the fee, the Itv. Section 59 (1) and
Section 62, paragraph (1), point h) exempts the party initiating the procedure.
112/2021 on the re-introduction of certain procedural measures valid during a state of emergency. (III.
6.) Government decree (hereinafter: Verir.) § 31. Unless this decree provides otherwise, the tightened
defense does not affect the flow of deadlines. The Veer. According to Section 36, Paragraphs (1)-(3), the enhanced defence
during which the court acts outside of a trial, including legal remedy procedures. If holding a hearing
there would be room, or either party requested it, or the trial has already been scheduled, outside the trial court's queue

notifies the parties of the fact of out-of-court adjudication and provides an opportunity for the parties
may present their statements in writing. If the trial is held outside the time of the strict defense
should be held, the plaintiff can request that the court, instead of judging outside the trial, hold the trial a
adjourn to a date after the termination of the enhanced protection, if a) the court is administrative
did not order the suspensory effect of the act at least partially, b) the suspensory effect of the initiation of the action
there is, and the court did not order the lifting of the suspensory effect, c) no temporary measure was ordered.
If the Respondent does not adequately certify the fulfillment of the prescribed obligation, the Authority shall
considers that the obligation has not been fulfilled within the deadline. The Akr. According to § 132, if the obligee a

did not comply with the obligation contained in the final decision of the authority, it can be enforced. The Authority decision of the Akr. According to § 82, paragraph (1), it becomes final with the communication. The Akr. Pursuant to § 133 execution - unless otherwise provided by law or government decree - by the decision-making authority orders. The Akr. Pursuant to § 134, enforcement - if it is a law, government decree or municipal regulation in official matters, the decree of the local government does not provide otherwise - the state tax authority undertakes. Infotv. Based on § 60, paragraph (7), contained and defined in the Authority's decision an obligation to perform an act, to behave in a certain way, to tolerate or to stop regarding the implementation of the decision, the Authority undertakes.

Budapest, April 19, 2021

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president