

Case number: NAIH / 2020/2545/3.

History Case NAIH / 2019/7897

Subject: Decision rejecting the application

## DECISION

Before the National Authority for Data Protection and Freedom of Information (hereinafter referred to as the Authority) [...] the representative of the applicant (hereinafter referred to as the "Applicant"), [...] (hereinafter referred to as the not by [...] (hereinafter referred to as the "Applicant") submitted to the Authority on 11 November 2019 initiated all data requests of the Applicant rejects.

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

He may be challenged in an administrative lawsuit before the Metropolitan Court within 30 days.

The application must be submitted to the Authority electronically, which will forward it together with the case file to the court. The emergency does not affect the time limit for bringing an action. Request for a hearing shall be indicated in the application. During the emergency, the court acts out of court. The entire for those who do not receive personal tax exemption, the fee for the administrative lawsuit is HUF 30,000, the lawsuit for subject to the right to record material duty. Legal representation is mandatory in proceedings before the Metropolitan Court.

## EXPLANATORY STATEMENT

### I. Procedure and clarification of the facts

I.1. In its application received by the Applicant on 11 November 2019, the Applicant is a data protection authority initiated proceedings against the Applicant.

According to the application, the Applicant submitted an application for the exercise of access rights on 17 September 2019 submitted to the Applicant.

In the context of the alleged infringement, only paragraphs 1.2., 1.3. and 2.3. by the Applicant marked inadequate performance.

The request for access 1.2. The petitioner referred to Act C of 2000 on Accounting (hereinafter: the Act), according to which the economic operator keeping double-entry bookkeeping the use and ownership of the assets and resources held by them shall keep accounting records of its operations in the assets (assets) and changes in liabilities (liabilities) are realistic, continuous, closed system, clearly shows. He requested that the Applicant send it itemized and in full economic transactions, economic events that are related to transaction number [...] (a hereinafter referred to as "transaction") and may be linked to the personal data of the Applicant are considered. In this context, he explained that in his view the performance was complete if all the economic event related to the transaction becomes known to him.

The Applicant shall submit the access request 1.3. provided information to the concessionaire the fair value of the receivable. Below fair value, Sztv. The definition pursuant to Section 3 (9) (12) understood the Applicant. He further requested that the Applicant send it to him for assignment personal data handed over to the assignee in connection with the assignment document data in full, in full, if necessary obscuring content that does not qualify your personal information.

2

The Applicant further requested that if the assignment agreement does not contain a personal data, the Applicant shall provide the data on the basis of which the "concessionaire" determine the value of the claim, what documents, data, information when determining it relies on.

The request for access 2.3. In paragraph 1, the Applicant requested information from the Applicant that the transaction on which financial asset the receivable arose and was recorded in the accounting records and requested details of this financial instrument. He also asked for information on what the currency of this claim was and what the claim "went through for recording '.

The application 1.2. ("Getting to Know Transaction Record Items") and 2.3. ("Transaction-related receivable in connection with the data requests contained in the item "determination of the source") informed the Applicant that this data does not constitute personal data as well as business they are a secret. The 1.3. in connection with the application set out in point The Applicant explained that the assignment agreement was a business secret, thus it may not be made available to the Applicant.

According to the Applicant, the Applicant "does not refer to the on the basis of which the request for data could be refused. "

According to the Applicant, all data requested by him are considered personal data, they are with him and their provision would not be prejudicial to the Applicant for.

In its request, the Applicant explained that in its view all the details of the assignment which can be related to the obligor of the assigned claim can be identified by him, thus in particular, the amount for which the claim has been exchanged between the assignor and the assignee host.

The Applicant has requested the Authority to oblige the Applicant to comply with the access agreement dated 17 September 2019.

complete the request for the exercise of the right.

It was filed as a parallel application that provided the Requested trade secret may restrict the right of access, the Authority shall require the applicant to justify and justify why the request for access to the transaction records of the transaction does not affect the Applicant the processing of personal data by the Applicant, as well as the registration of the transaction why your items do not qualify as your personal information. The Applicant further requested that the Authority order the Applicant to justify the extent to which the Applicant would be adversely affected the fulfillment of the Applicant's request for access to his / her personal data release.

At the request of the Applicant received on 11 November 2019, Infotv. Pursuant to Section 60 (1) a NAIH / 2019/7897. case data was initiated on 12 November 2019.

I.2. In order to clarify the facts, the Authority invited the Applicant to make a statement, which

The Applicant complied with this request by a reply dated 10 December 2019.

The Applicant informed the Authority in the foregoing that his claim against the Applicant

In 2014, after the transfer, it sold a data management operation other than data storage

in connection with the personal data of the Applicant.

In its statement, the Applicant informed the Authority that the "Transaction

The definition of "records" is not a bank definition, the Applicant does not use such a definition. THE

Section 1.2 of the request for access dated 28 June 2019. already requested in the section "Transaction

in response to which, based on the content of the application, the Applicant

sent him a detailed turnover report for the transaction, which included the

transaction data related to the loan transaction (due date; amount of payment, title; etc.)

3

In the Applicant's view, the assets and liabilities behind the transaction do not include

no personal information, and it is a trade secret to the amount of the lease paid

from what sources it obtains the necessary resources (eg refinancing, bank loan, etc.).

The Applicant explained that everything related to its business policy, management and operation

a fact, information, solution or data that has not yet been disclosed, and no

facts, information, solutions and data related to contracts concluded with customers are considered business secrets.

The latter subject also includes the assignment agreement concluded with the buyer of the receivable.

The assignment agreement includes, among other things, the number of receivables sold,

the type of payment, the consideration for the transfer of the claim, the payment schedule, the

the order of settlement between the receivables buyer, etc. This information is for the requested business

secret, as their disclosure would worsen the Applicant 's future bargaining position in the

in the course of its claims business, so it is in the Custodian's fundamental interest to have this information

do not become known. In addition, this information is within the Applicant's organizational system only available to a small group of employees.

In the reply letters dated 8 May 2019 and 5 September 2019, the Applicant is the Applicant provided by the personal data handed over during the assignment and handled by the Applicant data and documents containing personal data. Prior to data provision the Applicant asked the Applicant to clarify his application to the assignment contract learn how your personal information is affected.

The definition of "source of receivable related to a transaction" is also not a banking term, its the Applicant could not determine the content of the report. Where the source of the loan is that it is not relevant for the processing of personal data information and constitutes a trade secret, as defined in the concept of 'transaction records'. explained.

## II. Applicable legal provisions

The protection of individuals with regard to the processing of personal data and such 2016/679 on the free movement of data and repealing Directive 95/46 / EC (EU) Regulation (hereinafter: GDPR) for the processing of data in the present case the GDPR shall apply.

The relevant provisions of the GDPR in the present case are the following:

GDPR Recital 63: The data subject is entitled to have access to the data collected about him the lawfulness of data processing

exercise this right in order to establish and control This includes the right of the data subject to that personal information about your health - such as diagnosis, examination

findings, opinions of treating physicians, and treatments and interventions

health records - access. Therefore, all concerned should have the right to

to know in particular the purposes for which the personal data will be processed and, if possible, that

the duration of the processing of personal data, the recipients of the personal data, the a

the logic behind the automated processing of personal data and the way in which the data is processed

The consequences, at least where it is based on profiling, and

to be informed of all this. If possible, the data controller may provide remote access to one

a secure system through which the data subject can access his or her personal data directly

can access. This right must not adversely affect the rights and freedoms of others, including business secrets

or copyright, which ensures the protection of intellectual property, and in particular software. These

considerations, however, should not result in the person receiving all the information

they refuse. If the data controller handles a large amount of information about the data subject, you may request it

the data subject to clarify what information you are requesting before disclosing the information

which data management activities.

4

GDPR Article 4 (1): "personal data" means an identified or identifiable natural person

(Relevant) any relevant information; the natural person who you are direct can be identified

indirectly, in particular an identifier such as name, number, location data, online

identification or natural, physical, genetic, mental, economic, cultural or

identifiable by one or more factors relating to his social identity.

Article 15 GDPR: 1. The data subject shall have the right to receive feedback from the controller that:

whether the processing of your personal data is in progress and, if such processing is in progress,

have the right to access personal data and the following information:

(a) the purposes of the processing;

(b) the categories of personal data concerned;

(c) the recipients or categories of recipients to whom the personal data have been disclosed

or will be communicated, including in particular to third country recipients or international

organizations;

(d) where applicable, the intended period for which the personal data will be stored or, if that is not possible, this

criteria for determining duration;

(e) the data subject's right to request personal data concerning him or her from the controller

rectification, erasure or restriction on the processing of such personal data and may object to the processing of such personal data

against;

(f) the right to lodge a complaint with a supervisory authority;

(g) if the data were not collected from the data subject, all available information on their source;

(h) the fact of automated decision-making referred to in Article 22 (1) and (4), including profiling

and, at least in these cases, the logic used

information on the significance of such data processing and what is expected of the data subject

consequences.

(3) The data controller shall provide the data subject with a copy of the personal data which are the subject of the data processing

release. For additional copies requested by the data subject, the data controller shall, on the basis of administrative costs,

you may charge a reasonable fee. If the application was submitted by electronic means, the

information shall be provided in a widely used electronic format, unless

the person concerned requests otherwise.

4. The right to request a copy referred to in paragraph 3 shall not adversely affect others

rights and freedoms.

Article 77 (1) GDPR: Without prejudice to other administrative or judicial remedies, all

the person concerned has the right to lodge a complaint with a supervisory authority, in particular the normal one

in the Member State of residence, employment or the place of the alleged infringement, if any

considers that the processing of personal data concerning him or her infringes this Regulation.

Infotv. § 2 (2): Personal data are subject to Regulation (EU) 2016/679 of the European Parliament and of the Council

(hereinafter referred to as the General Data Protection Regulation)

the Data Protection Regulation in Annexes III-V. and VI / A. Chapter 3 and Sections 3, 4, 6, 11, 12, 13, 16, 17, 21,

23-24. Section 4 (5), Section 5 (3) to (5), (7) and (8), Section 13 (2)

§ 23, § 25, 25 / G. § (3), (4) and (6), 25 / H. § (2)

paragraph 25 / M. § (2), 25 / N. §, 51 / A. § (1), Articles 52-54. § 55 (1) - (2), 56-60. §, 60 / A. § (1) - (3) and (6), § 61 (1)

paragraph 61 (a) and (c), Section 61 (2) and (3), paragraph (4) (b) and paragraphs (6) to (10)

paragraphs 62 to 71. §, § 72, § 75 (1) - (5), 75 / A. § and 1.

shall apply with the additions set out in Annex I.

Infotv. Enforcement of the right to the protection of personal data pursuant to Section 60 (1)

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

CL of 2016 on General Administrative Procedure. (hereinafter: Ákr.)

apply with the additions specified in the Information Act and in accordance with the general data protection regulation

with differences.

5

The data protection authority procedure is governed by the CL of 2016 on General Administrative Procedure. law

(hereinafter: Ákr.) shall be applied with the additions specified in the Information Act and the

with derogations under the General Data Protection Regulation.

LIV of 2018 on the protection of business secrets. Act (hereinafter: the Act) Section 1 (1): Business

a secret related to an economic activity, secret - in whole or in part

not easily known to persons or persons carrying out the economic activity concerned

available - and therefore of fact, information, other data and

a compilation has been made to keep the secret in the given situation in order to keep it secret

it usually exhibits expected behavior.

III. Decision

Fulfillment of the Applicant's request for access

III.1.1. Transaction record items

Under the above title, the Applicant requested information on economic events and operations that:

they relate to the transaction and, in its view, constitute your personal data.

The purpose of accounting regulations is to determine the property, financial and income situation of enterprises and their



objective information is available on the development of

An economic event is an operation or event that is the property of an enterprise

or affect their financial and income situation. Management of double-entry bookkeeping

aims to bring about changes in assets and liabilities in line with reality

present. Accounting records kept in accordance with the rules of double-entry bookkeeping in the life of the business

includes all economic events that occur, not on a transaction-by-transaction basis

will be made bound.

In the Authority's view, the Applicant acted properly in dealing with the Applicant's transaction

request for access to related economic events in accordance with its content

attached to the letter of 8 May 2019 containing the detailed turnover report for the transaction,

which contained transaction data related to the loan transaction (due; amount of payment,

title; etc.).

The form in which an economic event is recorded in the accounting records and

the effect on the Applicant's financial situation is not considered personal by the Applicant

cannot be linked to it. Consequently, the Authority concludes that

Applicant did not violate Article 15 of the GDPR by failing to provide such information

which do not constitute your personal data.

The Authority notes that since the accounting records kept by the Applicant do not qualify as

Applicant's personal data, therefore, in this regard in terms of fulfilling the access request

whether or not it is a trade secret of the Requested, its examination by the Authority

not required.

### III.1.2. Details of the assignment

a) By letter dated 15 October 2019, the Applicant informed the Applicant of the

the fair value of the assigned receivable, which was the amount of the total bank receivable that

the claim remained after the sale of the financed vehicle and the amount [...] was supplemented

interest on arrears until the date of assignment.

b) The Applicant requested the provision of the deed of assignment and requested access to the personal data provided to the concessionaire. In this context, it is important to note that it is the deed of assignment, the assignment notice and the assignment agreement are not the same concepts and various documents.

6

The assignment notice is the document in which the assignor, i.e. the claim, is original the debtor is entitled to the assignment of the assignment and the assignee notify you of the claim.

A deed of assignment is a document that is similar to a deed of assignment content is issued by the assignor, supplemented by the identity of the assignee. This document however, the assignor does not send it to the debtor, but hands it over to the assignee who you can use this document to prove that the claim has been assigned to it.

According to the Applicant's statement, the Applicant was informed in the assignment notice by on assignment. The assignment agreement concluded between the Applicant and [...] on 2 June 2014 - the subject of which was the claim of the Applicant against the Applicant - IV.3. according to point assignor, ie the Applicant meets the legal conditions of the assignment deed, common made a statement, a letter of notification, which was also signed by the Applicant and then handed over to the concessions. According to the assignment agreement, that letter of formal notice contained the fact of the assignment, the indication of the assigned claim, the identity of the assignee, its registered office, site and bank account number and the execution order. The notification letters are sent to the debtors by a concessionaire.

In its application dated 17 September 2019, the Applicant did not expressly request the assignment access to the contract. He requested that the deed of assignment be sent and that that if the assignment agreement does not contain personal data, the Applicant should be informed of the data used to determine the value of the claim what data, documents and information it relies on to determine. Subject to request

it can be assumed that the Applicant also wanted to add to the assignment contract to fit.

An assignment agreement is an agreement between the assignor and the assignee that under which the assignee assigns his claim against the debtor to the assignee, and the assignee replaces the assignor. The assignment agreement is primarily settles the legal relationship between the transferor and the assignee, in the framework of which the matters which they consider relevant. Examples of such issues are a deadlines for payment, consideration for transferred claims, rights and obligations of the parties, ways to communicate with. Consequently, the assignment agreement does not qualify as a transfer personal data of the debtor.

It is attached to the assignment agreement concluded between the Applicant and the assignee however, a table of assigned receivables from each obligor,

indicating by name the debtor, the outstanding debt and the proportion of capital and what part of interest. The table also shows what the purchase price of that receivable was.

However, the purchase price of the claim, despite the fact that it also qualifies as the personal data of the Applicant, also also the trade secret of the Requested, as it is related to his economic activity, is secret - not well known and not easily accessible to the persons carrying out the economic activity concerned, hence data with property value, the confidentiality of which is required by the Applicant normally behaves in an expected situation. The latter is supported by the fact that a even within its organizational system, only a narrow circle can access the data that the Applicant the purchase price at which the receivables management assigns its receivables from its former customers for companies engaged in activities.

Article 15 (4) of the GDPR and the explanatory and clarifying GDPR (63)

According to the preamble to the Directive, the right of access must not adversely affect the rights of others and freedoms, including business secrets. Accordingly, the Applicant rightly claims that:

the purchase price of the receivable in the assignment agreement or in the appendix to the agreement

data is a business secret and is therefore not made available to the Applicant, so its procedure did not infringe Article 15 of the GDPR.

7

c) Applicant's request for access 1.3. not in the third paragraph of point

it is clear whether in this circle he wishes to know whether he is the assignee against him

how the purchase price of the claim was determined (the use of the word concession allows

or that the installments, interest, default interest and other costs

how they developed, what they were determined by.

The application was initiated by the Applicant "if not included in the assignment agreement

personal data "and the request is based on" on the basis of what data the concessionaire

determine the value of the claim '. Although the Applicant's request was directed to the Applicant

inform the assignee how to determine the value of the claim according to its content

related to how the Claimant determines the value of the claim, as the assignee is

during the transaction it was not the Applicant but [...]. In view of the above, the Authority concludes that:

that the Applicant wished to know in this context that the

how the purchase price of the receivable was calculated.

This calculation method, the information and data on which it is based are not relevant to the Applicant

data, they are determined by the Applicant independently of the Applicant, so this

the Applicant is not entitled to access information under Article 15 of the GDPR and the Applicant

did not violate the provisions of the GDPR when this information was not provided by the Applicant

available to you.

III.1.3. The source of the receivable related to the transaction

A "source of a receivable related to a transaction" is not a banking term, not a general, ordinary one

has, so it is difficult to interpret, even with the explanation he gives, that under this heading

exactly what data or information the Applicant wanted to know.

According to the interpretation also accepted by the Requested Authority, the application is presumably for the Applicant

the source of the loan disbursed. The assets and liabilities behind the transaction that show it

what the Applicant used to finance (eg refinancing, bank loan)

loan, do not contain any personal information, as this information is not for him, not for

purely financial data to which the GDPR has a right of access

insurance provisions do not provide an opportunity.

Accordingly, the Authority finds that the Applicant did not infringe Article 15 of the GDPR when

did not provide information to the Applicant about information that does not qualify as personal data.

ARC. Other issues:

The powers of the Authority shall be exercised in accordance with Infotv. Section 38 (2) and (2a) determine the jurisdiction of

the country

covers the whole territory.

The present decisions are based on Ákr. 80.-81. § and Infotv. They are based on Section 61 (1). The decision and the

order of the Ákr. Pursuant to Section 82 (1), they become final upon their communication. The Ákr. § 112 and 114.

§ (1), there is a right of appeal against the decision through an administrative lawsuit.

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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. Section 12 (1) and Section 13 (3) (a) (aa)

administrative proceedings against the decision of the Authority fall within the jurisdiction of the court, the lawsuit is a

The Metropolitan Court has exclusive jurisdiction. A Kp. Pursuant to Section 27 (1) (b), the General Court

legal representation is mandatory in administrative proceedings falling within its competence. A Kp. Pursuant to Section 39 (6)

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the filing of an application does not have suspensory effect on the entry into force of the administrative act.

A Kp. Section 29 (1) and with this regard Pp. Applicable in accordance with § 604, electronic

CCXXII of 2015 on the general rules of public administration and trust services. Act (a

8

hereinafter: E-Administration Act) Section 9 (1) (b) of the Client's legal representative

obliged to keep in touch.

The time and place of the submission of the application is Section 39 (1). The trial

Information on the possibility of requesting the maintenance of the It is based on § 77 (1) - (2).

74/2020 on certain procedural measures in force during an emergency. (III. 31.) Korm.

Pursuant to Article 35 of the Decree (hereinafter: the Decree), unless otherwise provided by this Decree, the emergency does not affect the running of the time limits.

Pursuant to Section 41 (1) (a) - (c) of the Decree, the court is hearing at the time of the emergency acting outside. If the trial were to take place outside the time of the emergency, the claimant may request that that the court, instead of an out-of-court settlement, hear the trial after the end of the emergency postpone the date if (a) the court has the suspensory effect of the administrative act at least in part (b) the action has suspensory effect and the court has not (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. Act (hereinafter: Itv.)

45 / A. § (1). From the advance payment of the fee, the Itv. Section 59 (1) and Section 62 (1) (h) exempts the party initiating the proceedings.

Budapest, April 3, 2020

Dr. Attila Péterfalvi

President

c. professor