

Before the Arbiter for Financial Services

Case Number 175/2018

AP (the Complainant)

vs

Satabank p.l.c. (C 66993)

(the Service Provider/the Bank)

Hearing of the 10 March 2020

The Arbiter,

Having seen the complaint whereby the Complainant states that he was a client of Satabank.

He further states that he made a deposit of fifty thousand euros with Satabank. He alleges that Schalom & Gerson were involved in the arranging for the deposit with Satabank.

He also insists that he made use of the website www.account-satabank.com for the purpose of making deposits and transfers.

He made use of a platform known as Commerz INV-Satabank to purchase securities.

That *'since the 11 July 2018 the website www.account-satabank.com is not available. So, he cannot access his 'securities depot'. At this time the custody account had a value of €50,000 of which €29,643.55 was in cash. Since he could no longer influence the price development, he demanded compensation from Satabank of €47,583.*

Having seen the reply by the service provider which states that:

1. Claimant's request is rebutted as unfounded in fact and in law as Claimant was never a client of the Bank and never held any bank account with it;

Facts of the Case

2. Claimant is not known to the Bank, and has never held any account in his name with the Bank;
3. The Bank has never had any communication with Claimant and the first time the Bank had any contact with Claimant was when Claimant first wrote to it in June 2018 as evidenced by the correspondence attached to Claimant's claim;
4. The Bank was unable to assist Claimant with his queries given that security measures at the Bank require that the Bank first verifies the email address from which a client writes so as to identify and verify client and his/her bank account. Claimant's email address from which he was writing to the Bank was not registered with the Bank, and thus for security reasons Claimant could not be assisted;
5. The Bank does not own, administer or manage or have any connection to the website www.account-satabank.com referred to in Claimant's claim, and never did, and has only first heard of that website through Claimant's correspondence with it;
6. The Bank has no relationship with Schalom & Gerson of Zurich/Brussel, (and never had), who Claimant alleges is the Bank's distributor, much less did the Bank appoint the said entity as its approved distributor.

Having seen the statement filed by the complainant

Having seen the affidavits filed by the service provider

Considers

The Complainant's statement is being produced here *verbatim*:¹

¹ Page 74

'In November 2017, the company Schalom & Gerson, Brussels/Zurich offered the takeover of toxic values through a bath bank.

For this an account with the Satabank PLC was called. My existing values were ceded and set up a depot Daimler/20115630. Access took place via the release of an SMS code.

For the acquisition of 703 Daimler shares, I had to pay approx. 16Tsd. € to pay what at the beginning of December 2017 took place. The acquisition was right in my portfolio booked and listed.

Through the Account-Satabank.com/portfolio, I could then via the stock exchange portal Commerz INV-Satabank trading with displayed blue chips. The hard copy printed websites prove that and are yours.

With the help of the current price quotes I sold a part of the Daimler shares, bought in the portal other blue chips or cash credit.

I have printed the changes as excerpts which are available to you.

The last deposit value of 28.6.2018 was €17,822 in shares and €29,644 in cash.

It was a lock-up period of 6 months announced but was not met. Thus, no cash could be transferred.

In July 2018, the account could no longer be called. Offensichtlich the portal had been deleted altogether.

I cannot believe that Satabank did not know about it, especially her name and logo was clearly mentioned in the account. Something like that does not go undetected on the Web, if it exists over six months.

The search engine web.archiv.org has a history of 3 accounts existed.

There is every reason to say that Satabank PLC is significantly involved in this deal and made it possible. I therefore demand compensation for the loss values.

If I could continue to act then, the later loss would be not occurred.'

The service provider filed three affidavits:

Neville Bonnici, Chief Operating Officer, states² that the Bank does not have a banking relationship with Schalom & Gerson of Zurich/Brussels and they never had such a banking relationship during his employment with the Bank since November 2014; and much less were they ever appointed approved distributors of the Bank.

Marisa Saliba declared³ that as Head of Retail so employed since 2015, she is in charge of the Front Office Department of the Bank. After she was informed that Mr AP had asked for information on his account, following a search carried out on the Bank's platforms, it resulted that Mr AP was not a client on any of the Bank's platforms.

Mr AP was quoting an account number in his communication through Zendesk which account was not held in his name.

Zendesk is a customer service software provided by Zendesk Inc which is a NYSE listed company. This software is used by the Bank to interact with clients. It assists in tracking, prioritizing and solving customers' issues which are filed and sorted as 'tickets'.

The email address that Mr AP was communicating from was also not registered on any of the Bank's platforms, so no information could be divulged. The only communication that could be sent to the Complainant was that of informing him that the Bank was unable to provide him with any information and that he needs to contact them from an email address that he is registered with if he is a client of the Bank.

The webpage referred to by Mr AP through which he said he accessed his account with the Bank was not known to Satabank, much less was it authorised by it. The website owned and administered by the Bank is <https://www.sata.bank>. Through this website, all the clients of Satabank can access their wallets and accounts through internet banking.

² Page 75

³ Affidavit, page 76

Satabank does not offer the services of Securities accounts to its clients and, also, the Bank does not recognise the Depot number being referred to by the Complainant.

Kristy Frendo⁴ states that she has been employed with the Bank as a Relationship Manager since September 2015. Her work entails the opening and monitoring of clients' accounts.

In June 2018, Mr AP contacted Satabank through Zendesk (a platform which enables the Bank to communicate by email) asking for information on his account. Mr AP quoted an account number in his communication through Zendesk. However, it transpired that the account number he quoted was in the name of a third person and not in his own name. Following searches she carried out on the Bank's platforms, he did not appear to be a client on any of these platforms. Therefore, it was decided that no information could be divulged to him.

The only communication that could be sent to Mr AP was to inform him that the Bank was unable to provide him with information since it did not recognise his email address and that he would need to contact the Bank from an email address that he would have registered with the Bank upon becoming its client.

Searches were carried out by her following a screenshot that was received through Zendesk by Mr AP on the 14 June 2018, indicating the website he was using to access the account he allegedly had with the Bank. The webpage demonstrated a link to a '*platform*' by the name of Commerz INV-SATABANK requiring login details.

This webpage was not authorised or even known to Satabank. In fact, immediate action was taken by the Bank to have the website removed since its intellectual property was being used without its authorisation.

⁴ Affidavit p. 77

Further Considerations

From a careful analysis of all the facts submitted by the parties, it transpires that the Complainant was not a client of Satabank and did not hold any account with it.

The service provider, through its employees, provided evidence not contested by the Complainant, that:

- Satabank never had a banking relationship with Schalom & Gerson of Zurich/Brussels and were never appointed as distributors of Satabank;
- the website www.account-satabank.com was never owned or controlled by the Bank;
- the platform Commerz INV- Satabank was never owned or controlled by Satabank;
- Satabank did not have any Securities accounts as referred to by the Complainant.

It, therefore, results that the service provider had no relationship with the Complainant.

As to the allegation by the Complainant - that the Bank took a long time to know about the portal as the Bank's name and logo were '*clearly mentioned in the account*' - the Bank responded that it was not reasonably expected for the Bank to continuously search the world wide web for signs of wrongful activity by third parties and, when Satabank became aware of them, it took immediate action to have them disabled.

The Arbiter holds that since the Complainant was given every opportunity to rebut the evidence submitted by the Bank and did not contest this evidence, the Arbiter has no other option but to accept the Bank's evidence that the Complainant never had any relationship with the Bank and, therefore, is rejecting the complaint.

The expenses of these proceedings are to be borne by the Complainant.

Dr Reno Borg
Arbiter for Financial Services