

Quddiem l-Arbitru għas-Servizzi Finanzjarji

Każ ASF 115/2024

AL

(l-Ilmentatriċi)

vs

MAPFRE MSV Life p.l.c. (C-15722)

(il-Provditur tas-Servizz')

Seduta 29 Novembru 2024

L-Arbitru,

Ra l-ilment¹, fejn l-ilmentatriċi issottomettiet li f'April 1999, giet mħajjra minn rappreżentant tal-Provditur tas-Servizz sabiex tinvesti f'polza tal-assikurazzjoni fuq il-ħajja li, bil-mod kif giet allegatament spjegata lilha, wara ħamsa u għoxrin sena, din kellha timmatura b'valur ta' Lm31,575, ekwivalenti għal €73,569.75 inkluż ukoll it-*Terminal Bonus*.

Stqarret li tul dan iż-żmien, giet kontinwament innotifikata dwar il-profitti u s-suċċess finanzjarju li l-Provditur tas-Servizz kien qed jagħmel. Mill-banda l-oħra, hi dejjem onorat il-ftehim u dejjem ħallset il-pagamenti hekk kif dovuti minnha.

L-Ilmentatriċi sostniet li, iżda, issa li l-polza immaturat, giet offruta biss is-somma ta' €31,459.59 inkluż il-*bonus*.

Fid-deher tal-fatt li l-ammont offrut lilha huwa inqas min-nofs dak oriġinarjament imwiegħed, l-ilmentatriċi qed titlob² li tingħata s-somma allegatament imwiegħda, jiġifieri s-somma ta' €73,569.75.

¹ Paġni (P.) 1 - 7 u dokumenti annessi p. 8 - 61

² P. 3

Ra t-twegiba³ tal-Provditur tas-Servizz

1. MAPFRE MSV Life plc (“MMSV”) refers to the allegation made by the complainant that the maturity value of the policy in question numbered 49620 of nature Endowment Assurance with Profits including Funeral Expenses (“the Policy”) was not equivalent to the maturity value which was indicated by MMSV when the Policy was sold to the complainant. Consequently, the complainant is requesting the Honourable Arbitrator to order MMSV to pay the complainant Euro 73,569.75 including the Maturity Value of the Policy which has amounted to Euro 31,459.57 and which amount MMSV was in a position to pay upon the maturity of the Policy.

In this regard, MMSV is of the view that the claimant’s request is unfounded and therefore, the complainant is not entitled to receive any compensation in addition to the maturity value as is going to be explained in further detail hereunder.

2. In the first place, the policy in question was explained to the complainant by a representative on behalf of Azzopardi Insurance Brokers Ltd which in fact had an insurance broker's license. In this regard, it needs to be emphasized that the broker is the agent of the insured not of the insurance company and therefore information given to the insured by the broker is not considered as information given by the insurance and therefore MMSV is not responsible for the actions and omissions of Azzopardi Insurance Brokers Ltd vis-à-vis the complainant, and the relationship of MMSV with the complainant is limitedly governed by the policy contract itself together with the proposal form.

3. In the second place and without prejudice to the above, the estimated maturity values are based on estimates shown in three quotations (fol. 12, 13, 14). The quotations in question contained the words Estimated Maturity Value including Reversionary Bonus and Estimated Maturity Value including Reversionary and Terminal Bonuses. The quotation also included the following wording: “The quotation provided is for illustration only and does not confer any rights ... IMPORTANT NOTES OVERLEAF: PLEASE READ CAREFULLY THESE RULES BEFORE ACCEPTING AND SIGNING THIS

³ P. 67 – 73 u paġni annessi p. 74 - 82

QUOTATION ... I confirm that I have read and understood the Important Notes to this quotation and that the Representative has fully explained the notes overleaf to me and I am satisfied with the policy illustrated and its explanation.”

Therefore, none of the figures which were indicated in the quotation as “estimated” could be said to have been guaranteed.

- 4. The estimated maturity value shown in the quotations in question were calculated using the bonus rates that were being declared by MMSV at the time that the Policy was being sold. The estimated maturity values shown in the quotations were not guaranteed because they were based on the investment conditions and circumstances at the time. At the time, the value of the investments was much higher than it is today. In fact, the rate used to calculate the estimated maturity value as shown in the quotations, was that of 6.75% for reversionary bonuses and 2% for terminal bonuses, which rates had remained constant until the year 1998 and then increased slightly in 1999 to 7% for reversionary bonuses and started to decrease from the year 2000. The most important factor that affects bonus rates is the underlying investment performance and in recent years the investment returns internationally were lower. In the light of the above, the quotations in question were in fact correct because they were issued according to the circumstances at the time and therefore MMSV had acted in good faith.**
- 5. Furthermore, it must be stated that in the quotations (fol. 12, 13, 14) there was a distinction between estimated maturity value including reversionary bonuses in the amount of Lm22,963/Lm22,984 (Euro 53,489.39/Euro 53,538.30) and estimated maturity value including reversionary and terminal bonuses in the amount of Lm31,574 (Euro 73,547.62)/Lm31,575. In addition, in the quotation (fol. 12), there is provided what is guaranteed, which is Lm8,198 was the “Guaranteed Minimum Amount payable on first death during the policy term – Sum Assured (or the value of the policy account including Reversionary Bonus and Terminal Bonus (if any) if greater)”. Therefore, it was at the discretion of MSV to declare bonuses or otherwise and MSV was not obliged to pay the estimated maturity value but upon death, the sum assured or the value of the policy account including the declared reversionary bonuses and terminal bonus. In addition, in the**

*quotation (fol. 13) it is explained with an * that "Illustrations are based on the current rate of return".*

- 6. The fact that the quotations (fol. 12 - 14) presented to the complainant indicated two estimated maturity values, the value of which are substantially far apart from each other, further confirms that there was an investment element to the Policy and that the estimates being claimed by the complainant could not have been guaranteed. In the circumstances at the time that the Policy was being sold, MMSV was already indicating that if the circumstances in the investment market had remained constant, the Policy could have matured either at a value of Lm22,963/Lm22,984 (Euro 53,489.39/ Euro 53,538.30) or at Lm 31,574 (Euro 73,547.62)/Lm31,575. It is clear that the complainant cannot claim that the quotations were not conditional because there were in fact the words "estimated" and "illustration" as well as the words "if any" next to the words "estimated maturity value including reversionary and terminal bonuses".*
- 7. The complainant was also presented with notes together with the quotations (attached herewith and marked as Dok. MSV1). The said notes delve into the meaning of "Reversionary Bonuses" and "Terminal Bonus". The said notes also explain that the Policy was participating in the Company's "distribution of its profits by means of an allocation of an Annual Bonuses declared from time to time ... The rates of Reversionary Bonuses, once declared, are guaranteed to be paid at maturity or on prior death of the Life Assured." The IMPORTANT NOTES also state that "These are expressed as a percentage of the Policy Account which is made of all the investment premia paid plus accrued daily interest". In addition, the notes also provide that "The Estimated Maturity Values shown overleaf have been calculated using bonus rates declared by the Company at the previous year end." The complainant was also informed that "Depending on the performance of the company, bonus rates may go down as well as up". Therefore, these notes explained that there was an element of investment to the Policy and that it was not obligatory for MMSV to declare reversionary bonuses every year but that it was in its discretion to do so. Therefore, the amount that was indicated in the quotation as estimated maturity value including reversionary bonus was not guaranteed because*

one needed to wait at the end of every year in order to confirm whether MMSV was going to declare a reversionary bonus for the previous year and if in the affirmative at what rate and it was only at that time that the complainant could have been certain how the value of the Policy Account of his Policy was increasing over the years. This is so, because as was explained in the notes, it was only those bonuses which were declared by MMSV from time to time were in fact guaranteed to be paid to the complainant.

- 8. In fact, the Life Policy Schedule of the Policy (fol. 21), provides that “In respect of each premium paid, Lm176.26 (every 6 months) shall be credited to the Policy Account which will be increased by the bonuses which may be declared by the Company from time to time.” This continues to support what was provided for in the notes above-mentioned in relation to the fact that MMSV was not obliged to declare reversionary bonuses every year but once declared then they were guaranteed to be paid to the policyholder. This also explains that the investment premium, which as at the date of the maturity of the Policy had amounted to Euro 20,529 was in fact also guaranteed to be paid upon maturity or on prior death of the life assured and this in addition to the bonuses which would have been declared by MMSV during the term of the Policy. This was not the case with other investments, such as those known as the unit linked policies where the payments of no amounts were guaranteed. Therefore, MMSV adhered to its obligations under the Policy because the Maturity value of the Policy exceeded the investment premium that was paid by the complainant by an additional Euro 10,930.57 which amount represents the bonuses that have been declared by MMSV during the term of the Policy.*
- 9. Furthermore, the only amount mentioned in the Life Policy Schedule was the sum assured in the amount of Lm8,198 (Euro 19,060.20), and no amounts containing the word 'Estimate' in the quotation were mentioned on this Schedule, which further shows that therefore according to the agreement between the parties the estimate maturity value including reversionary bonus and the estimate maturity value including reversionary bonus and terminal bonus were never guaranteed.*

10. *The notes that formed part of the quotation above-mentioned also provided that “Whilst the purpose of these notes is to guide the policyholders and prospective policyholders the benefit provided by the Policy are conferred by the Policy document... In the case of conflict of meaning between this quotation and the Policy document, the Policy document shall prevail.” This meant that the complainant could not treat the quotation as a stand-alone document but had to be read and understood in the light of the notes that formed part of the quotation and more importantly in the light of the terms and conditions of the policy document (also presented with the claim).*
11. *In so far as the Terminal Bonus is concerned, the notes forming part of the quotation, provided that: “Depending on its profit experience, the Company may, after the Policy’s TENTH year decide to allocate from time to time a Terminal Bonus in addition to the other declared bonuses ...as they depend materially on the investment performance at the time of the claim, they may be reduced or even withdrawn altogether.” Therefore, the amount being indicated in the quotation as “estimated maturity value including reversionary and terminal bonus was likewise not guaranteed because MMSV had the discretion not to pay a terminal bonus.*
12. *Furthermore, on 27th April 1999, the complainant also signed a document known as "Product Information" (attached herewith and marked as Dok.MSV2) which explained among many things how policy bonuses are calculated and paid. This document explains that “With Profits policies may earn Reversionary and Terminal Bonuses.”*

The method of calculation is as follows:-

“Reversionary Bonuses are calculated daily as a percentage of the Investment Premium whilst Terminal Bonuses, if declared at the option of the Company, are normally expressed as a percentage of the Policy Account or as a nominal amount after payment of the ten full years’ premium.

A Terminal Bonus if declared is payable on policies that become claims by maturity or death, but not surrender.

The rate of bonus if declared will depend upon the performance of the Company and the investment market both locally and overseas.

When presenting you with the Company's official written quotation for the Estimated Maturity value we have based our calculations solely on current bonus rates.

Please note that past performance is not necessarily a guide to future performance. Once Reversionary Bonuses are declared they are guaranteed."

The policy document (Fol. 19 – 37) and in particular the policy schedule (Fol. 21) also states that bonuses were not mandatory, but it was within the MSV's discretion to declare or not to declare such bonuses. This is another reason why the estimated maturity value of the policy in question indicated in the estimate was not guaranteed but was only an estimate and only the sum assured was guaranteed.

- 13. Therefore, at the moment that the Policy was being sold, MMSV had provided the complainant with sufficient information about the Policy, including the fact that part of it was an investment and what the eventual maturity value shall be made up of and how said amount was calculated. Notwithstanding, the complainant is merely basing her claim on the quotations without putting them in the context of all the other documents also provided to the complainant when the Policy was being sold to the Assured and every year thereafter as shall be explained hereunder.**
- 14. MMSV continued to act in good faith even after the Policy was issued in favour of the complainant until the maturity thereof because it always managed the MSV With Profits Fund in the best interest of the policyholders including the complainant. Said Fund has been managed not only subject to the scrutiny of MMSV's executive management and investment committees, but also subject to the scrutiny of the independent actuary director of Willis Towers Watson and of the Malta Financial Services Authority. The performance of the said Fund is entirely and always subject to the changes and shifts that take place in the value of the investment markets in which MMSV invests the investment premium of its policyholders. The investment returns can go down as well as up and therefore past performance is not necessarily a guide to the future. Therefore, the difference between the estimated maturity values shown in the quotations and the maturity value**

is merely reflective of the shift in the performance of the investment markets during the term of the Policy.

- 15. Notwithstanding the fact that the maturity value could not be equivalent to any one of the estimated maturity values indicated in the quotations due to the said shift in the performance of the market investments, the investment part of the Policy still rendered a good return when compared to other similar investments that were available during the term of the Policy despite the fact that the return was made while there were three financial crisis, besides the fact that during the year 2018, the classes of assets around the world had registered a negative income and when the Policy matured the investment markets had been substantially negatively impacted as a result of the COVID 19. In fact, the complainant made a gain in the amount of Euro 10,930.57 after deducting the maturity value from the investment premium that was paid by the complainant and this represents a rate of return-on-investment premium (gross of 15% withholding tax) amounting to 3.75%.**
- 16. It also needs to be emphasised that the maturity value of the Policy is tax free and that this benefit is not applicable in other forms of regular savings where the complainant would have been otherwise obliged to pay taxes from his return.**
- 17. During the term of the Policy, MMSV always kept the complainant informed about the value of the Policy Account of his Policy and how said value was increasing every year and about the bonuses that were being declared by MMSV, which bonuses were being credited to the Policy Account of the Policy. This information was communicated to the complainant by MMSV by sending to her, on a yearly basis, a Bonus Statement together with the so-called Important Notes (fol. 39 – 59). As from 2001, MMSV had also started sending to the complainant, every year, a Media Release (attached herewith and marked as Dok. MSV3). Therefore, the complainant was fully aware of what bonuses were being declared and of the value of the Policy over the years. Apart from the use of the terms “Estimated” and “illustration” used in the quotations which are self-explanatory, the Important Notes forming part of the Bonus Statements above-mentioned as well as the media releases have repeatedly made it clear that the bonus rates were not guaranteed and that they depended on the performance of the underlying**

investments, and therefore, said investments could go up as well as down. Therefore, the values of the Estimated Maturity Value including Reversionary Bonus and Estimated Maturity Value including Reversionary and Terminal Bonuses indicated in the quotations could be varied depending on the performance of the investments during the term of the Policy. In addition, upon her request, the complainant was also provided in the letter of MSC dated 1st February 2016 with a revised illustrative maturity values ranging between Euro 31,065 and Euro 36,765 (a copy of the letter attached herewith and marked as Dok. MSV4).

- 18.** *Apart from the investment element to the Policy, the same Policy also provided a guaranteed life cover over the complainant's life, such that MMSV was obliged to pay the sum assured, in the amount of Lm8,198 (Euro 19,060.20) to the heirs of the complainant in the case of her demise at any time that the Policy was in force. The said life cover had a price and have been completely ignored by the complainant and not normally available under other forms of regular savings.*
- 19.** *The Policy (fol. 19 – 37) provides that “The Company hereby agrees to pay the greater of either the Basic Sum Assured or Policy Account (if any) ...” (fol. 37). Therefore, MMSV clearly adhered to its obligations under the Policy, as opposed to what is being alleged, because it has offered the value of the Policy Account of the Policy as at the date of the maturity thereof since it was greater than the Sum Assured.*
- 20.** *MMSV maintains that the Policy was sold in accordance with the regulations that were applicable at the time when the Policy was being sold. In fact, the complainant was presented with the Statutory Notice that was issued in accordance with the provisions of the Life Insurance (Statutory Notice) Regulations, 1989 and was in fact signed by them (a copy of which is being attached herewith and marked as Dok. MSV 5). The Statutory Notice set out several warnings including the right of the complainant to withdraw from purchasing the Policy and the manner to do so. This Notice was intended to give policyholders the right to withdraw from the transaction when the policyholder may have second thoughts about the policy or was somehow pressurized to purchase the policy. However, in this case, the complainant*

did not exercise any of the said rights set out in the Notice and consequently agreed to proceed with the Policy.

21. Finally, MMSV maintains that it has always adhered to its obligations under the Policy and therefore, it should not be ordered to pay any compensation other than the final maturity value or any expenses that may be incurred in relation to this procedure because it has been instituted for no valid reason, as shall also be proved during the course of these proceedings

With reservation for any further pleas.”

Seduti

Fl-ewwel seduta tat-8 t'Ottubru, l-Ilmentatrici xehdet li:

“Ngħid li ħamsa u għoxrin sena ilu xi ħadd kien ġie d-dar, spjegali l-polza għal ħamsa u għoxrin sena.

Dak iż-żmien kien qalli li b'Lira kuljum, wara ħamsa u għoxrin sena jkollu s-somma. Dak iż-żmien, is-sigaretti niftakar li kienu jiswew Lira. U kien qalli li bis-sigaretti mhu ser tieġu xejn u b'dan ser tieġu din is-somma. Ngħid li għandi oħti iżgħar minni 9 snin u l-papà kien għamel polza għal oħti u kien għamel oħra għalija li dak iż-żmien kelli 23 sena. Dak iż-żmien kont għadni xebba u għidt iva, jibdew ifaddluhieli.

Is-somma kienet sabiħa, għidtlu li ma nifhimx. Assigurani li kumpanija serja. Iffirmajt u bdew jinqatgħu.

Ngħid li matul dawn il-25 sena kelli d-diffikultajiet tiegħi biex ġieli ħallast kwazi €800 fis-sena. Ngħid li every now and then kont inċempel u kont nistaqsi fuq is-somma għax tant kien hemm numri u jiena ma nifhimx xi nkun ser nieġu. Kienu jgħiduli biex nissaporti u nagħmel ftit sforz għax bil-bonus tal-aħħar nara li s-somma kibret.

Ngħid li kulħadd ikollu d-diffikultajiet tiegħu. Titwieled tifla, teħodha l-ispeech therapy, imma inti tara kif tagħmel biex dik is-somma tħallasha għax int tkun intrabatt biex tħallasha. U f'dawn il-25 sena dejjem ħallasniha; qatt ma ċempiltihom u għidtilhom li ma nistax inħallasha.

Meta, imbagħad, wara 25 sena jgħidulek li ser tieħu inqas min-nofs imwiegħed, tieħu xokk. Tibda tgħid, 'Kif jista' jkun? Imma dan għandi l-bonus tal-aħħar? Le, dik hija s-somma!'

Ngħid li għalija din is-somma hi baxxa ħafna għal dak li kien imwiegħed lili. Forsi ma jagħtunx is-€73,000 imma lanqas in-nofs ma jien ser nieħu. It was a shock. I didn't believe it because I really believed in the system.

Ngħid li ma kontx jiena li kkuntattajt lil din il-persuna li bieghetli l-polza. Naf li xi ħadd tkellem mal-papà. Ngħid li skont karta li għandi dan kien Ray Deguara, Azzopardi Insurance Brokers, Middlesea Life Assurance Company Limited.

Ngħid li dan ikkuntattja lill-papà u l-papà ħajjarni. Ġie d-dar tagħna, konna jien, il-papà u Ray. Ngħid li spjegalna imma rrid ngħid li ma niftakarx jekk iffirmajtx dakinhar stess jew forsi ġie ġimgħa wara. Knowing my dad, li tant kien ħerqan, probabilment għamilniha dakinhar stess. Inkun qed nigdeb jekk ngħid li ħadha dakinhar jew ġimgħa wara għax ma niftakarx.

Ngħid li l-meeting dam fuq siegħa żgur għax dak iż-żmien kont irrid noħroġ, kont bdejt xogħol ġdid u dejjem nara fejn jien sejra. Kien semmieli meta jkolli 49 sena, li jkolli l-life assurance, il-funerali mħallsin. U qalli li anke jekk niġi nixtri post, ikolli l-life assurance. Ma kienx vera għax imbagħad kelli nagħmel life assurance oħra biex ħadt il-loan fuq il-post.

Milli qed nara l-istess ġurnata: għandi l-quote u meta ħallast fis-27 t'April 1999, allura, qed nassumi li kollox ġara f'ġurnata waħda."⁴

Fil-kontroeżami, hi kompliet:

"Qed jingħad li jien kont konxja li l-ammont li hemm fil-quotation seta' jvarja. Ngħid li le, għaliex għandi żewġ quotations: il-quotation li ffirmajt u li tatni l-Middlesea dated 14 May hawn miktub 'Estimate Cash Surrender' però, t-tlieta li huma jaqblu. Fil-brackets, però, hemm miktub 'Premium Paid when due'. Din hi li ġejt aċċettata mill-Middlesea.

⁴ P. 83 – P. 84

Mistoqsija naqbilx li m'hemmx il-kelma 'guaranteed' ħdejn il-figuri, ngħid li fuq hemm il-kelma 'estimated', però, jiena din ma nifhimx fiha. Assolutament zero.

Ngħid li kullimkien hemm miktub 'estimated, estimated, estimated', u fuq il-parti tiegħi assuming premium paid when due b'hal speċi I fulfilled my commitment, però, intkom min-naħa tagħkom protetti bil-kelma 'estimated'.

Qed jingħad li hemm aktar minn figura waħda fuq il-quotation u mistoqsija għalfejn qed nibbaża l-ilment tiegħi fuq il-Lm31,574 jekk kien hemm Lm22,963 u l-Lm31,574.

Ngħid li għalija dak iż-żmien kien ifisser li that is what we were going to have.

Mistoqsija niftakarx kelma b'kelma xi spjegali Ray Deguara, jew jekk ħallejtx f'idejn missieri, ngħid li din il-polza kienet differenti minn tal-papà għax din riedet titħallas darbtejn f'sena voldieri ċerta li l-figuri kienu differenti.

Ngħid li l-quote li tani kienet ibbażata fuq over 7% bonus – valur li f'dawn l-aħħar 25 sena qatt ma ntlahaq. Illum il-gurnata, wara 25 sena, ir-raġel tiegħi jifhem ftit aktar minni. Meta tirrevedi tgħid, 'Imma dan kif wiegħedni Lm31,574?' Imma għaliex ir-rata li tani, ħadimha fuq dawk is-7% bonus voldieri ma kinitx realistika.

Qed niġi referuta għal paġni 12 u 13 il-quotations. Hemm il-quotation ta' Ray Deguara iffirmata minnu fis-27 t'April 1999 fejn fiha hemm x'kien garantit –

'Guaranteed minimum amount payable on first death during the policy term – Sum Assured (or the value of the policy account including Reversionary Bonus and Terminal Bonus (if any) if greater).'

Jiġifieri l-garanzija qiegħda fuq l-Lm8,198. Ngħid li naqbel.

Qed jingħad li fuq l-istess quotation li tani Ray Deguara hemm miktub:

'The quotation provided is for illustration only and does not confer any rights.'

Qed jingħad li fil-quotation ta' wara li jien ipprezentajt, hemm miktub bl-asterisk isfel:

'Illustrations are based on the current rate of return', jiġifieri huwa bbażat fuq ir-rata ta' dak iż-żmien.

U Doc. MSV 1 – Important Notes - ipprezentat mar-risposta fejn f'paragrafu 3 hemm:

'The estimated maturity value shown overleaf has been calculated using the bonus rates declared by the company the previous year end.'

Hemm ukoll MSV 2 – il-Product Information.

Mistoqsija kif allura qed ngħid li wiegħedhomli fid-dawl ta' dawn id-dokumenti kollha li ngħatawli meta ġie Ray Deguara biex ibiegħli l-polza, ngħid li Ray Deguara mhux Middlesea, jirrapprezenta lill-Middlesea, u jien, bħala a humble person li ma nifhimx fin-numri, għalija tara Year 1, Year 2, Year 2, ... Year 25, kemm ser titla' s-somma u tiffirma.

Qed jingħad li ma jiġix eskluż li Ray Deguara spjegali u fil-humble position tiegħi, I believed that those were the numbers given to me imma li fl-ebda stadju Ray Deguara ma qalli li żgur li kont ser neħodhom dawk.

Niftakar li qalli li s-suq hu tajjeb ħafna; Middlesea għandhom is-saħħa; tajbin u m'hemm xejn li jista' jmur żmerċ – għax jien l-ewwel ħaġa li għidtlu kienet, 'Nista' nitlef il-flus?' Qalli, 'Le, veru se jrin tajjeb dawn!'

Mistoqsija naqra x'hemm miktub wara s-sentenza li hemm fuq il-Life Assurance Quotation (P. 14),

'Estimated Cash Surrender value at end of year (assuming premiums paid when due)' ngħid li s-sentenza ta' taħtha taqra:

'These figures may vary according to prevailing financial conditions.'

Ngħid, keep in mind li bieġhejtu polza lil persuna u għidtlu, din dejjem ngħidha, 'Din ma nifhimx fiha. I'm trusting that you keep your word'.⁵

Waqt l-istess kontroezami, l-Arbitru ġibed l-attenzjoni għall-*quotation* li l-Ilmentatrici talbet fl-2016 fejn inħarġet ittra mill-Provditur tas-Servizz indirizzata lilha (MSV 4, P. 80) u datata l-1 ta' Frar 2016, fejn ġew ipprezentati tliet figuri –

⁵ P. 84 – P. 86

I-inqas waħda ta' €31,000 u l-aħjar waħda ta' €37,000. Mistoqsija jekk fehemitx li meta tagħlaq il-polza fl-2024, kinitx ser tieħu, bejn wieħed u ieħor, €31,000 u €37,000, l-Ilmentatriċi qalet li hi fehemet li jekk tagħlaqha, u dan minħabba li l-punt tagħha kien jekk tbiegħha, kemm tieħu f'dik il-ġurnata.⁶

Ġie eventwalment ipprezentat l-*Affidavit*⁷ ta' Victor Farrugia bħala *Chief Operations Officer* tal-MSV, li dan iżda sostanzjalment jirrepeti dak li kien diġà intqal fir-risposta originali sottomessa.

Fit-tieni Seduta tal-11 ta' Novembru 2024, Victor Farrugia ħalef l-*Affidavit* preżentat, filwaqt li l-Ilmentatriċi xtaqet tiċċara xi ftit punti dwar dan l-istess *Affidavit*:

“L-ilmentatriċi tgħid li meta jissemmew Azzopardi Brokers, is-Sur Victor Farrugia qal li huma ma jistgħux jaħilfu għalihom.

Is-Sur Victor Farrugia fl-affidavit tiegħu jgħid li hu ma kienx fil-meeting waqt il-bejgħ tal-polza u, allura, ma jistax jikkorrobora dak li qal ir-rappreżentant li kien preżenti fil-meeting, allura, ma jistax jieħu gurament fuqu.

Is-Sur Victor Farrugia jkun qed jitkellem mid-dokumenti.

L-ilmentatriċi tgħid li l-quote li taha r-rappreżentant u l-quote li ħarġet mill-Middlesea huma identiċi.

Il-provditur tas-servizz jaqbel ma' dan.”⁸

F'din l-istess seduta, xehed ukoll Ray Deguara, il-persuna li bieġħ il-polza in kwistjoni lill-Ilmentatriċi. Hu stqarr li:

“Ngħid li f'April 1999, kont naħdem bħala Clients' Executive ma' Azzopardi Insurance Brokers.

Qed niġi muri l-Proposal Form (paġna 16 tal-proċess) u nikkonferma li din hija l-kitba tiegħi.

⁶ P. 86

⁷ P. 89 – P. 95

⁸ P. 96

Nikkonferma l-kitba tiegħi u l-firma tiegħi fuq il-Life Assurance Quotation ta' Azzopardi Insurance Brokers (paġni 12 u 13).

Qed niġi muri d-dokument MSV1, l-Important Notes u ngħid li dan id-dokument inkun tajt lis-Sinjura.

Nikkonferma l-firma tiegħi fuq id-dokument MSV 2 (Product Information) u fuq id-dokument MSV5 (l-Avviż Statutorju).

Ngħid li jien bieġhejt il-polza fil-kapaċità tiegħi ta' Clients' Executive ma' Azzopardi Insurance Brokers.

Ngħid li Azzopardi Insurance Brokers kienu brokers ta' diversi kumpaniji. Ngħid li ma konniex inbiegħu prodotti tal-MSV biss imma ta' kompetituri oħra.

Ngħid li (lill-Ilmentatrici) ma niftakarhiex. Però, kellna presentation komuni għal kull klijent, jiġifieri, jekk f'xahar tkun rajt għoxrin klijent, l-istess storja mill-bidu sal-aħħar.

Ngħid li jien inkun spjegajt li l-polza jkollha somma assicurata, garantita. Qed nitkellem fuq is-Sum Assured, in case of death. All others ikunu dejjem estimated, jiġifieri, kienet sistema ta' Saving Plan li ser twarrab il-flus u ser issibhom 'il quddiem.

Ngħid li fl-ispjega tiegħi ngħid li dwar il-figuri estimated tista' tieħu inqas miċ-ċifra; tista' tieħu viċin u b'mod vera remot tista' tieħu aktar. L-emfasi kien li tvarja dejjem.

Qed niġi referut għad-dokument li ħriġt jien, il-Life Assurance Quotation (paġni 12 u 13) fejn hemm aktar minn figura waħda li huma estimated. Hemm il-figura ta' Lm22,963 li hi l-'including estimated Reversionary Bonus' u hemm il-figura ta' Lm31,574 li hi l-'including estimated Reversionary and Terminal Bonus'.

Ngħid li l-figura ta' Lm22,963 hija indicative; tkun estimated u l-end result ikun dejjem kif tkun marret il-kumpanija f'dawk il-ħamsa u għoxrin sena mill-inception tal-polza 'l quddiem.

Ngħid li l-klijent ikollu Statement of Account kull sena li kellu indikazzjoni ta' kif kienu sejrin l-affarijiet. Kull klijent kien ikollu statement kull sena.

Rigward it-Terminal Bonus kont nispijega li kien ikun fl-aħħar; jista' jingħata u jista' ma jingħatax u dejjem skont id-discretion tal-kumpanija u jiddependi fuq il-kumpanija kif tkun marret fiż-żmien meta l-klijent tkun ingħalqitlu l-polza. Mela, ovvjament, m'hemm xejn garantit. Terġa' u tgħid, hemm il-kelma 'estimated' li dak huwa l-fulcrum ta' kull ċifra li hemm fl-investment.

Garantita biss hija s-Sum Assured in case of death.

Ngħid li l-kumpanija tista' ma tagħtikx Reversionary Bonus jekk il-kumpanija ma tmurx tajjeb imma jekk tiddikjara bonus ma tistax ma tagħtihx jew tagħti inqas minn dak dikjarat.

Ngħid li jiena qatt ma stajt nagħtiha l-impressjoni lis-Sinjura li r-Reversionary Bonus, il-figura ta' Lm22,963 kienu ser jingħatawliha lis-Sinjura u lanqas qatt stajt nagħtiha l-impressjoni li l-figura ta' Lm31,574 tat-Terminal Bonus kien ser jingħata.

Ngħid li qatt ma seta' sar dak id-diskors għax huma estimated: it might go down and it might go up.”⁹

Fil-kontroezami, Ray Deguara kompli:

“Mistoqsi illum x'inhum xogħoli, ngħid li m'għadnix naħdem f'dan is-settur u waqaft xi sitt snin ilu.

Qed niġi mistoqsi jekk kienx hemm xi ħadd jismu Ramon jaħdem miegħi għax is-Sinjura qed tgħid li huma lil Ramon jafu u mhux lili. Is-Sinjura AL tgħid li m'għandhiex idea min jien.

Ngħid li ma nafx li kien hemm xi ħadd jismu Ramon.

L-Ilmentatriċi tgħid li meta staqsiet lil missierha jafx lil Ray Deguara ta' Azzopardi Insurance, hu qalilha li dejjem kien jiddilja ma' Ramon.

Jien ngħid li Ramon qatt ma kien kollega tiegħi.

Mistoqsi mill-Arbitru niftakarx (lil Ilmentatriċi), ngħid li m'għandix idea; mhux qed narafha żgur.

⁹ P. 97 – P. 98

L-Arbitru qed jgħid li d-dokumenti kollha juru l-firma tiegħi u l-firma tal-ilmentatriċi u, allura, qed jiġi miftiehem li kont jien li bieġhejt il-polza.

L-ilmentatriċi tgħid li ma ntqalx lilha li l-investimenti jistgħu jitolgħu kif ukoll jinżlu u r-reklam li kien jgħid hekk kien sar ħafna wara l-1999.

Ngħid li jien mhu qed nirreferi għall-ebda reklam; ir-reklam it's aside. Aħna kellna lil Ms Jennifer Azzopardi u kellna wkoll lis-Sur Paul V. Azzopardi bħala Diretturi tagħna ta' Azzopardi Insurance Brokers u t-training li ingħatajna, l-ongoing training dejjem l-emfasi kienet 'estimated' ħlief għas-Sum Assured in case of death li kienet garantita. Dik mija fil-mija.¹⁰

F'din l-istess seduta, ż-żewġ partijiet għamlu s-sottomissjonijiet verbali tagħhom.

L-ilmentatriċi irreteniet li:

"Ngħid li jiena fdajt fil-Middlesea dak iż-żmien u ħriġt deluża ħafna.

M'inix l-unika każ; m'inix l-unika waħda. I expected something more.

And do not hide behind words like 'estimate' għax għal min ma jifhimx bħalna, jien ma jifhimx. Jien 'O' Level tal-Maths m'għandix, ma nifhimx.

Dan bħal meta tibgħatli kemm qegħdin 4%, 3%, 3.5%, imbagħad tgħidu kemm qlajtu miljuni. L-aħħar darba, Dr Grixti spjegatli din tal-miljuni, imma jiena, meta qed tgħidli li qlajt xebgħa miljuni, tgħid 'Eh! Mela tiegħi sejr in tajjeb ukoll.'

Ngħid li nies bħali ma jifhmux f'dawn l-affarijiet u tafdakom, imbagħad, tingidem.¹¹

Mill-banda l-oħra, l-Provditur tas-Servizz iddikjara li:

"Inħoss li hemm nuqqas ta' kredibilità da parti tas-Sinjura minħabba li fl-ilment qed tgħid 'imwiegħed' imma, mbagħad, tgħid 'forsi ma jagħtunix is-€73,000'.

¹⁰ P. 98 - 99

¹¹ P. 99

Li kieku l-ilmentatriċi kienet imwiegħda ma naħsibx li kienet ser taċċetta inqas minn €73,000.

Fl-ilment qalet li kienet ‘enticed by the Insurer’s authorised representative’, imbagħad, fix-xhieda qalet li l-papà ħajjarha.

Qalet li ħadet xokk wara ħamsa u għoxrin sena imma, fil-fatt, kellha r-Revised Maturity Values fl-2016 u l-ammont kien qrib dak li ħadet. Qalet li mhux vera setgħet tuża l-polza għal-loan għax kien qed jigdbilha s-salesman imma fil-fatt ma kinitx preċiża. U dak li qed jigr f’dan il-każ, ma kinitx preċiża f’dak li gie spjegat lilha. Ngħid li ma setgħetx tieġu l-loan abbażi ta’ dik il-polza minħabba li l-ammont ma kienx ekwivalenti.

Kien hemm nuqqas ta’ kredibilità għax donnha fdat u ħalliet f’idejn il-papà, għax qalet ‘knowing my dad, li tant kien ħerqan’, kellha 23 sena u qalet li ‘dak iż-żmien kont irrid noħroġ, kont bdejt xogħol ġdid u dejjem nara fejn jien sejra.’ Siegħa meeting ratu twil. Ammettiet li moħħha biex toħroġ dakinhar u donnha mxiet għax missierha kien ħerqan.

Hemm nuqqas ta’ kredibilità wkoll minħabba n-nuqqas ta’ memorja; ma tiftakarx kienx hemm laqgħa waħda jew tnejn u lanqas illum ma ftakret min kien is-salesman u issa qed tgħid li hu Ramon; jigiġifieri ma nistgħux nistrieġu fuq ix-xhieda tas-Sinjura u rridu nistrieġu fuq id-dokumenti għax il-memorja mhix dik li hi u nammettu li ħamsa u għoxrin sena għaddew ħafna snin.

Għalhekk irridu nistrieġu fuq id-dokumenti li qegħdin f’paġni 12 u 13 u Dok MSV1, MSV2 u MSV5.

Fix-xhieda, l-ilmentatriċi irrikonoxxiet li hemm ‘estimated’ u, allura, taf li estimated imma qalet li din biex tipproteġi lill-MSV; u proprju dik li riedet tispjega l-MSV illi l-ammont ma kienx garantit. U, barra minn hekk, l-ilmentatriċi qatt ma qalet li Ray Deguara ma spjegalhiex, anzi qalet li l-meeting dam siegħa żgur u, fil-fatt, qalet li ratu twil għax dak iż-żmien dawk kienu ċ-ċirkostanzi.

Ngħid li Ray Deguara qatt ma wiegħed l-Estimated Maturity Value u taħa pariri tajbin fejn qalilha li ma kinitx ser tiflew il-flus u, fil-fatt, għamlet gwadann ta' €10,930 barra li faddlet €20,500 oħra.¹²

Fl-aħħar, l-Arbitru staqsa lil Ray Deguara dan li ġej:

“Mistoqsi jekk niftakarx dan il-meeting speċifiku, ngħid li żgur li le.

Mistoqsi kemm normalment kont nagħmel meetings, ngħid li kien ikun hemm instances fejn int tmur tagħmel presentation u tagħlaq dak il-ħin għax il-klijent ikun qisu kkonvinċa ruħu u jkun jixtieq jagħmilha, allura, inti tkompli għaddej bil-proċess tal-closing u, mbagħad, kien ikun hemm instances fejn ikun hemm it-tieni meeting għax jgħidlek, ‘Issa nċempillek,’ jew ma jkunx fehem biżżejjed u nagħmlu t-tieni meeting u tagħlaq mat-tieni. U ġieli anke niltaqgħu għat-tielet darba.

F’dan il-każ, nañlef li ma nistax niftakar jekk għalaqniex fl-ewwel meeting jew kienx hemm it-tieni meeting. Ngħid li lanqas lis-Sinjura ma qiegħed nagħraf.¹³

Sema’ lill-partijiet

Ra l-atti kollha tal-każ

Jikkunsidra:

FIL-MERTU

L-Arbitru jrid jiddeċiedi l-każ b’referenza għal dak li, fil-fehma tiegħu, huwa ekwu, ġust u raġonevoli fiċ-ċirkostanzi partikolari u merti sostantivi tal-każ.¹⁴

Il-punt kruċjali f’dan l-ilment jittratta l-allegati spjegazzjonijiet mogħtija lilha fil-mument tal-bejgħ tal-polza u dan fir-rigward tal-ammont li hi kellha tircievi mal-maturità li iżda, meta fil-fatt immaturat il-polza, ġiet offruta ammont ferm inqas.

L-Arbitru jrid imur għall-waqt li kienet qed tinbiegħ il-polza ilmentata, x’ġie mwiegħed lill-Ilmentatriċi u x’eventwalment ġie mogħti jew offrut lilha mal-

¹² P. 99 – P. 100

¹³ P. 100

¹⁴ Kap. 555, Artiklu 19(3)(b)

maturità. Irid jara wkoll kif sar il-bejgħ tal-prodott ilmentat u, fuq kollox, jekk dan lahaqx *'l-aspettattivi raġonevoli u legittimi tal-konsumaturi u dan b'referenza għaż-żmien meta jkun allegat li jkunu seħħew il-fatti li jkunu taw lok għall-ilment.*¹⁵

L-Arbitru jsib ċertu diffikultà biex jifhem jekk dan kienx każ fejn is-*salesperson* li b'mod imprudenti emfasizza s-sabiħ u ma kienx kawt biżżejjed biex jispjega sew id-differenza bejn dak li kien garantit u dak li kien stmat, jew inkella kienx każ fejn l-Ilmentatriċi fehmet dak li riedet tifhem u ma kienx insidjuża biżżejjed biex tagħti importanza anke l-aspetti mhux garantiti tal-*quotation*, avolja dawn ġew spjegati.

Fl-istess waqt, l-Arbitru ma jistax ma jinnotax li spjegazzjoni dwar il-mod kif taħdem il-polza, partikolarment dwar il-*bonuses* u kif dawn jiġu allokat, ġiet anke mogħtija lill-Ilmentatriċi f'dokumenti oħra, partikolarment f'dokument titolat *'Product Information'*, li kopja tiegħu ġiet sottomessa mill-Provditur tas-Servizz, u li dan ġie ffirmat mill-Ilmentatriċi stess. Anke fil-*Proposal Form* hemm miktub ċar li r-raġunijiet li qed tiegħu l-polza kienu *'life cover & investment'*.¹⁶

Biex tintlaħaq il-figura kkwotata jrid isir *'compounding'* b'rata għolja li għalkemm kienet fattibbli sas-sena 1999, ma kinitx xi ħaġa li setgħet tiġi sostnuta u garantita għal 25 sena sħaħ. Anke persuna mhux tant intiża fil-finanzi tifhem li mhux floku tassumi li dawn ir-rati kienu ser jibqgħu f'dak il-livell għal 25 sena speċjalment peress li l-kontribuzzjonijiet kienu mifruxa fuq 25 sena u mhux xi *'lump sum investment'* li tista' tiġi investita mill-ewwel biex torbot ir-rati tal-imgħax għal żmien twil. Dan appartat li dak iż-żmien, *bonds* għal terminu twil fil-Lira Maltija ma kinux jeżistu.

L-Arbitru jixtieq jindirizza l-argument li tqajjem fil-proċess li l-varjanza ta' kważi 60% bejn l-oġġla ċifra fil-kwotazzjoni u l-ammont finalment offrut meta mmaturat il-polza, ma jistax jaqa' fil-parametri raġonevoli ta' xi tfigħer stima.

L-Arbitru jhoss li stima trid tinftiehem skont iċ-ċirkostanzi tal-każ. Jekk wieħed iġib stima dwar servizz jew xogħol li jista' jiġi esegwit fi ftit żmien allura wieħed jifhem li l-istima ma tvarjax wisq. Imma fuq perjodu ta' 25 sena, stima tiegħu

¹⁵ Kap. 555, Artiklu 19(3)(c)

¹⁶ P. 17

tifsira differenti għax hadd ma jista' jbassar x'ser ikunu ċ-ċirkostanzi fuq perjodu daqstant twil.

Min-naħa l-oħra, l-Arbitru jhoss li l-Provditur tas-Servizz messu kien aktar kawt fil-kwotazzjonijiet li joħroġ u flok waħda messu ħareġ *spectrum* ta' kwotazzjonijiet maħduma b'rati differenti għax fuq perjodu ta' 25 sena xejn ma jibqa' stabbli. Fil-fatt, ingħad li wara s-sena 2000, bdew joħroġu tliet kwotazzjonijiet u mhux waħda, u dan kien jgħin biex il-klijent jifhem li ma kien hemm xejn garantit għal 25 sena. U anke jinnota li anness mal-*quotation* hemm dokument li jipprovdi għal *Illustration 1* u *Illustration 2* iżda, fil-fatt, imtliet biss l-ewwel waħda.¹⁷

Għalhekk għar-raġunijiet kollha mogħtija aktar 'il fuq f'din id-deċiżjoni, l-Arbitru jiddeċiedi li l-ilment huwa wieħed ġust, ekwu u raġonevoli, u ser jilqgħu limitatament sakemm dan huwa kompatibbli ma' din id-deċiżjoni.

Kumpens

F'dan il-każ, l-Arbitru qed jagħti rimedju għaliex iħoss li l-aspettattivi tal-Ilmentatriċi, sal-limitu ta' fejn kienu legittimi, ma ġewx milħuqa. L-aspettattivi tagħhom kienu li mal-maturità tal-polza kienu ser jirċievu s-somma ta' €73,569.75, li iżda fid-data tal-maturità ġew offruti ferm inqas. Iżda, ma jistax jingħad li l-aspettattivi tal-Ilmentatriċi kienu kompletament legittimi.

L-Arbitru jrid jasal għal kumpens li jrid ikun ibbażat fuq ġustizzja ekwitattiva kif huwa sanzjonat li jagħmel espressament permezz tal-Artikoli 19(3)(b) u 26 tal-Kap. 555 tal-Liġijiet ta' Malta. Filwaqt li jara wkoll li dan l-ammont ikun raġonevoli, ma jistax ikun preċiż minħabba li hemm diversi fatturi li jridu jiġu ikkunsidrati. Ma giet ipprezentata l-ebda prova li dak iż-żmien l-Ilmentatriċi kellha xi għażla għajr polza bħal dik ilmentata jew inkella kont bankarju b'rati inqas. Għaldaqstant, l-Ilmentatriċi ma gābitx prova li gārrbet xi tip ta' *opportunity loss*.

Fuq kollox, mingħajr preġudizzju għal dak dikjarat hawn fuq, l-Arbitru ma jhossx li permezz ta' din il-polza wieħed għandu x'jitlef. Apparti l-element ta' kopertura fuq il-ħajja, l-Ilmentatriċi kellha ċ-ċans li tikkontribwixxi għat-tfaddil permezz ta'

¹⁷ P. 13

din l-istess polza u dan billi tħallas ammont żgħir kull sena għal ħamsa u għoxrin sena sħaħ.

Barra minn hekk, meta l-Arbitru ħares lejn l-andament kumplessiv tal-polza, ra li r-rendiment tagħha kien ta' 3.75%¹⁸ li, fiċ-ċirkostanzi kollha, ma kienx wieħed ħażin u, għalhekk, dan għandu wkoll jiġi ikkunsidrat fi sfond fejn il-kapital tal-investment kien sostanzjalment garantit. Anke kellha benefiċċju ta' kopertura fuq ħajjitha li beda mill-ewwel ġurnata tal-polza.

Għalhekk, meta qies iċ-ċirkostanzi kollha tal-każ, l-Arbitru wasal għad-deċiżjoni li mhux ekwu li jilqa' t-talba sħiħa tal-Ilmentatriċi, u jiddeċiedi li s-somma xierqa li għandha tingħatalha bħala kumpens hija dik ta' **€4,719**.

Għaldaqstant, ai termini tal-Artikolu 26(3)(c)(iv) tal-Kap. 555 tal-Liġijiet ta' Malta, l-Arbitru qed jordna lil MAPFRE MSV LIFE p.l.c tħallas lill-Ilmentatriċi s-somma ta' erbat elef, seba' mija u dsatax-il ewro (€4,719) b'żieda mas-somma diġà offruta, cioè mas-somma ta' €31,459.57¹⁹ u, għalhekk, iħallasha s-somma kumplessiva ta' €36,178.57 (sitta u tletin elf, mija u tmienja u sebgħin punt ħamsa sebgħa ewro).

Il-kumpens għandu jithallas fi żmien ħamest ijiem ta' xogħol mid-data ta' din id-deċiżjoni. Jekk dan ma jsirx, il-ħlas għandu mbagħad isir bl-imgħax ta' 3.40%²⁰ fis-sena mill-iskadenza tal-ħamest ijiem sad-data tal-ħlas effettiv.

L-ispejjeż ta' dan il-każ huma għall-Provditur tas-Servizz.

Alfred Mifsud
Arbitru għas-Servizzi Finanzjarji

¹⁸ P. 94

¹⁹ P. 8

²⁰ Ekwivalenti għal MRO rate tal-Bank Ċentrali Ewropew

Nota ta' Informazzjoni relatata mad-Deciżjoni tal-Arbitru

Dritt ta' Appell

Id-Deciżjoni tal-Arbitru legalment torbot lill-partijiet, hlied għad-dritt ta' appell regolat bl-artikolu 27 tal-Att Dwar l-Arbitru għas-Servizzi Finanzjarji (Kap. 555) ('l-Att'), magħmul quddiem il-Qorti tal-Appell (Kompetenza Inferjuri) fi żmien 20 (għoxrin) ġurnata mid-data tan-notifika tad-Deciżjoni jew, fil-każ li ssir talba għal kjarifika jew korrezzjoni tad-Deciżjoni skont artikolu 26(4) tal-Att, mid-data tan-notifika ta' dik l-interpretazzjoni jew il-kjarifika jew il-korrezzjoni hekk kif provdut taht l-artikolu 27(3) tal-Att.

Kull talba għal kjarifika tal-kumpens jew talba għall-korrezzjoni ta' xi żbalji fil-komputazzjoni jew klerikali jew żbalji tipografiċi jew żbalji simili mitluba skont artikolu 26(4) tal-Att, għandhom ikunu magħmula mal-Arbitru, b'notifika lill-parti l-oħra, fi żmien 15 (ħmistax)-il ġurnata min-notifika tad-Deciżjoni skont l-artikolu msemmi.

Skont il-prattika stabbilita, d-Deciżjoni tal-Arbitru tkun tidher fis-sit elettroniku tal-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji wara li jiskadi l-perjodu tal-appell. Dettalji personali tal-Ilmentatrici jkunu anonimizati skont artikolu 11(1)(f) tal-Att.

L-Ispejjeż tal-Proċeduri

Skont l-artikolu 26(3)(d) tal-Att dwar l-Arbitru għas-Servizzi Finanzjarji (Kap. 555) ('l-Att'), l-Arbitru ddecieda min għandu jhallas l-ispejjeż tal-proċeduri u f'liema proporzjon, skont iċ-ċirkostanzi partikolari tal-każ.

L-ispejjeż tal-proċeduri mhumiex limitati għall-pagament tal-ispejjeż applikabbli fuq ilment magħmul mal-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji (preżentament Ewro25), imma jistgħu wkoll jinkludu kull pagament raġonevolment u legalment applikabbli ta' spejjeż professjonali u legali mħallsa mill-Ilmentatur, limitati għal atti pprezentati matul il-każ. Tali spejjeż professjonali m'għandhomx jinkludu spejjeż ġudizzjarji jew hlasijiet oħra kontingenti magħmula barra l-proċeduri tal-każ.

L-ammont ta' tariffi u spejjeż rigward servizzi professjonali jew ta' konsultazzjoni mogħtija lill-konsumaturi relatati mat-talbiet jew proċeduri taħt l-Att, li jistgħu legalment u raġonevolment jintalbu bħala parti mill-ispejjeż tal-proċeduri, mhumiex speċifikati fid-dispożizzjonijiet preżenti tal-Att.

L-Arbitru jistenna iżda li tali tariffi u spejjeż għandhom jirriflettu t-tariffi u spejjeż hekk kif stipulati u applikabbli għal proċeduri magħmula fil-Qorti Ċivili ta' Malta fil-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili.