

Quddiem l-Arbitru għas-Servizzi Finanzjarji

Każ ASF 180/2024

ZJ u EJ

(‘l-Ilmentaturi’)

vs

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

(‘il-Fornitur tas-Servizz’)

Seduta 17 t’April 2025

L-Arbitru,

Ra l-ilment¹, fejn l-Ilmentaturi issottomettew li kienu applikaw biex jagħmlu polza tal-assikurazzjoni u kien intqal lilhom li jekk jagħmlu investiment ta’ Lm200 fis-sena għal ħamsa u għoxrin sena, kienu imbagħdad jieħdu s-somma ta’ Lm17,243 (€40,165.38) jekk din l-istess polza iħalluha sal-aħħar ġurnata.

Huma sostnew li iżda issa li l-polza immaturat, qed jiġu offruti biss is-somma ta’ €17,231.76.

Għaldaqstant, huma qed jistennew li jingħataw rimedju finanzjarju ta’ €40,165.38, li kienet is-somma oriġinarjament imwiegħda lilhom meta xtraw il-polza.

Ra t-twegiba tal-Fornitur tas-Servizz²

“Reply of MAPFRE MSV Life p.l.c. in terms of Chapter 555 of the Laws of Malta.

¹ P. 3

² P. 68 – P. 74

1. *MAPFRE MSV Life plc (“MMSV”) refers to the allegation made by the complainants that the maturity value of the Policy in question numbered 51166 of the nature Comprehensive Endowment Policy with Sum Assured (“the Policy”) was not equivalent to the estimated maturity value including reversionary and terminal bonus which was indicated by MMSV when the Policy was sold to the complainants. Consequently, the complainants are requesting the Honourable Arbiter to order MMSV to pay the complainants EUR40,165.38.*

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

2. *It should be noted that the policy in question was bought by the complainants, the policy owners, with Mr XX (holder of ID Card number XXXXXXM) as life assured.*
3. *In the first place, the amount being requested by the complainants is based on estimates shown in the quotations that were presented by the complainants together with this complaint (a handwritten copy is presented as fol. 14 and a printed copy is presented as fol. 15). Therefore, none of the figures which were indicated in the quotation as “estimated” could be said to have been guaranteed.*
4. *The estimated maturity values 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.

*The Important Notes attached to the quotation, marked as DOC. MSV 1, states that ‘The Estimated Maturity Values shown overleaf have been calculated using the bonus rates declared by the Company at the previous year end. **Depending on the performance of the company, bonus rates may go down as well as up.**’*

At the time, the bonus rate was much higher than it is today, with a rate of 7% in 1999 which started to decrease as from 2000 onwards with minor fluctuations throughout. The most important factor that affects bonus rates is the underlying investment performance and in recent years the investment returns internationally were lower.

This shows that the quotation provided was indeed correct as it was issued according to the circumstances at the time, therefore, MMSV had acted in good faith.

5. *The Important Notes (DOC. MSV 1) 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 annual Reversionary 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.'*

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 amounts that were indicated in the quotations as 'Estimated Maturity Value including Reversionary Bonuses' were not guaranteed because one needed to wait until the finalisation of the bonus declaration process 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 complainants could have been certain how the value of the Policy Account of their 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 complainants.

6. *With regards to the 'Terminal Bonus', the same document showing the Important Notes also explains that*

'Depending on its profits experience the Company may, after the end of the Policy's TENTH year; and ten year's full premia have been paid, decide to allocate from time to time a Terminal Bonus in addition to other declared bonus... 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 quotations (fol. 14 and fol. 15) as 'Estimated Maturity Value including Reversionary and Terminal Bonuses' of LM17,243 was likewise not guaranteed since it was highly volatile.

7. *In fact, the Life Policy Schedule (presented in the complaint as fol. 27) provides that 'In respect of each premium paid, LM192.51 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 above-mentioned notes 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.*
8. *Furthermore, the only amount mentioned in the Life Policy Schedule (fol.27) was the sum assured of LM4,477 and no amounts containing the word 'Estimate' were mentioned on this Schedule, which further shows that according to the agreement between the parties the estimated maturity value including reversionary bonus and the estimated maturity value including reversionary bonus and terminal bonuses were never guaranteed.*
9. *The notes that formed part of the quotation (DOC. MSV 1) also provided that 'Whilst the purpose of these notes is to **guide** policyholders and prospective policyholders, the **conditions applying to all the benefits provided by the Policy are defined in the Policy document** ... In case of conflict of meaning between this quotation and the Policy document, the Policy document shall prevail.'*

This meant that the complainants 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.

10. It is to be noted that the Assured in fact signed at the bottom of the Life Assurance Quotation (fol. 14) and hence confirmed that:

'I/We hereby confirm that I/We have read and understood the Important Notes to this quotation and that the Representative has fully explained the notes overleaf to me/us and we are satisfied with the policy/s illustrated in its explanation.'

11. In addition, MMSV has observed what is contained in the Product Information Document (fol. 20 and 21) that **'The policy, on death or maturity, will pay out the basic Sum Assured or the Policy Account whichever is the greater'** since the maturity value is the Policy Account value, as it is greater than the sum assured.

12. Furthermore, the complainants also signed the second page of the above-mentioned Product Information Document declaring to have received and understood a copy of the document, a quotation showing the estimated cash surrender values and estimated maturity values, and the statutory notice where applicable. The document stated the below:

*'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 earned will depend upon the performances 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 the past performances are not necessarily a guide to future performance. Once Reversionary Bonuses are declared they are guaranteed.'**

13. At the moment that the Policy was being sold, MMSV had provided the complainants with sufficient information about the Policy, including the fact that part of it was an investment, what the eventual maturity value shall be made up of and how the said amount was calculated including that the bonus rates may go up or down as expressly shown in the quotations and the other documentation provided by the Company.

Notwithstanding, the complainants are merely basing their claim on estimated maturity values without putting them in the context of all the documents provided to the complainants when the Policy was being sold to them 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 complainants until the maturity thereof because it always managed the MSV With Profits Fund in the best interest of the policyholders including the complainants. In fact, the 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.

Therefore, the difference between the estimated maturity values shown in the quotation 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 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 crises, 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 complainants made a gain in the amount of EUR5,585.01 after deducting the investment premium that was paid by the complainants from the maturity value, and this represents a rate of return-on-investment premium amounting to 3.16% and a rate of return (gross of 15% withholding tax) on investment premium amounting to 3.72%.*
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 complainants would have been otherwise obliged to pay taxes from their return.*
17. *During the term of the Policy, MMSV always kept the complainants informed about the value of the Policy Account of their Policy, how the 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 complainants by MMSV by sending to them, on a yearly basis, a Policy Account Statement together with the so-called Important Notes.*

As from 2001, MMSV had also started sending to the complainants, every year, a Media Release (copies of the Policy Account statements are attached with the complaint and marked fol. 45-59). Therefore, the complainants were fully aware of what bonuses were being declared and of the value of the Policy over the years. Apart from the use of the term 'Estimated' which was conditional in the quotations which is self-explanatory, the Important Notes forming part of the Policy Account Statements mentioned above 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.

- 18. Furthermore, it must be noted that apart from the investment element, the Policy also provided a guaranteed life cover during the duration of the Policy. This amount was guaranteed to be paid upon death of the life assured, in fact it is referred to as the 'Basic Sum Assured' on the Policy Schedule (fol.27) with an amount of LM4,477. Another characteristic of this Policy is that the investment premium, which as at the date of the maturity of the Policy had amounted to EUR11,646.75 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 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 complainants by an additional EUR5,585.01 which amount represents the bonuses that have been declared by MMSV during the term of the Policy.

Thus, despite the reduction in bonus rates over time, the Policy in question was still a valuable investment because in addition to the tax-free 'Maturity Value', the Policy also provided cover on the complainants' life.

- 19. As explained, MMSV has met all its contractual obligations, because the quotation did not guarantee the estimated maturity values, but the estimated maturity values were only an indication of the potential performance of the Policy which could vary in the future.*

20. It is clear that the Policy does not guarantee payment of the estimated maturity values but guarantees that the **maturity value** is paid in the event that the life assured is still living when the Policy matures. The maturity value according to the Maturity Notification Letter issued one month in advance of the maturity date (fol. 61-62) states that

'The Maturity Value shown here is illustrative and may be different if the bonus rates change or if the interest rate on premium/policy loans changes or if any outstanding premiums due remain unpaid.'

This implies that no estimate could crystallise the value that would be paid to the complainants on the maturity date of the Policy in question because that value could only be realised on the date of maturity of the Policy. Therefore, naturally the figures indicated on the quotations could not be guaranteed because the maturity value continues to change until the maturity date of the Policy and therefore the Company observed its obligations according to the Policy in question.

21. In the initial complaint email (marked as fol. 9), the complainant Mr ZJ stated that 'On the policy I have written that I was to receive Lm17,2432 but the current estimated maturity value is 17,231 euros', however, it should be noted that no estimated maturity values are written on the policy Schedule but are only mentioned in the quotations (as used and understood by the normal meaning of the word).

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 tas-16 ta' Jannar 2025, l-Ilmentatur xehed li:

“Ngħid li kont għamit din il-life assurance u kont għamiltha biex ikolli xi naqra futur minħabba t-tifel, biex ikolli xi ħaġa taħt rasi.

Ngħid li meta għamiltha kienu qaluli li jekk inħalliha sal-aħħar taż-żmien, u jekk nitfa’ dan l-ammont li qed nitkellmu fuqu, nieħu s-somma kif inhi sħiħa. Iżda meta għalqet il-polza, irċevejt li ser nieħu nofs l-ammont li suppost kelli nieħu.

Ngħid li din il-polza għamiltha f’Lulju 1999 u kienet polza għal ħamsa u għoxrin sena.

Ngħid li qabel din il-polza, kelli qabilha polza oħra fejn kienu avviciinawni fit-Trade Fair; u kienet għoġbitni u għamilt polza għat-tifel u oħra għat-tifla. Nikkonferma li dawn il-poloż l-oħra mhumiex parti minn dan l-ilment.

Ngħid li mhux jiena kont ħadt l-inizjattiva biex nagħmel din il-polza. Kienu avviciinawni huma għax kelli polza oħra magħhom. Jekk m’inux sejjer żball, tar-ROCS kienu avviciinawni. Hawnhekk għandi Mariella Bezzina li kienet l-aġenta tar-ROCS.

Ngħid li l-poloż l-oħrajn ma sarux mal-istess persuna. Kienu f’isem MAPFRE u huma kienu aġenti tagħhom; b’hekk tħajjart jiena għax ikolli din magħhom ma’ ta’ qabel.

Mistoqsi mill-Arbitru kontx familjari ma’ kif jaħdmu dawn il-poloż, ngħid li kif kienu spjegawli huma, nagħmel ammont fis-sena; jekk niġbidha qabel, ma jagħtunix garanzija li nieħu lura dak li investejt u lanqas l-ammont li jiġi ggarantit wara dak iż-żmien. Qalli, imma, jekk inżommha sakemm jispiċċa dak iż-żmien, jagħtini garanzija li jagħtuna dik is-somma stipulata hawnhekk. (Life Assurance Quotation, paġna 14 tal-proċess)

Ngħid li s-somma li hemm ta’ Lm4,477 hija s-somma jekk jiġrilek xi ħaġa. (il-Life Cover).

Ngħid li qaluli li jekk inżomm il-polza sakemm tagħlaq, nieħu s-somma ta’ Lm17,243. Għidtilhom jien dik m’inux ser immissha; flok tfajt il-flus il-bank jien tfajthom hemmhekk biex ikunu garanzija għal quddiem.

Ma niftakarx ezatt fejn sar il-meeting mar-rappreżentanta, Mariella Bezzina, meta għamilt din il-polza. Ngħid li l-meeting sar darba u kkonkludejt kollox. Ngħid li biex spjegatli kollox, bejn wieħed u ieħor, dan il-meeting dam siegħa.

Ngħid li bagħtitli l-karti u ffirmajthom. Imbagħad irċevejt kollox bil-posta. Ngħid li ċċekkajt il-karti.

Ngħid li meta għalqet sirt naf l-ewwel darba li mhux ser nieħu dik is-somma. Ngħid li jien għidt li peress li kienu jibgħatuli l-quotations, għidt jekk forsi ma żżommhiex sal-aħħar taż-żmien jagħtuk dak l-ammont mod ieħor. Jien bqajt stipulat li nżommha sal--aħħar u fl-aħħar ser jagħtuni din is-somma garantita.

Ngħid li, iva, hija kienet tatni garanzija li jekk inżommha sal-aħħar taż-żmien jagħtuni s-somma garantita mnizzla hawnhekk ta' Lm17,243. Ngħid li, le, ma kinitx qaltli li din is-somma neħodha jekk l-affarijiet jimxu sew jew li tista' tvarja b'xi ftit jew b'ħafna. Hi li kienet qaltli hu li nżomm il-polza sal-aħħar taż-żmien; u li jekk inżommha sal-aħħar taż-żmien, nagħtuk garanzija li qed nagħtuk hawnhekk. Hi semmietli fuq din is-somma li ħadmet hi.

M'għandix aktar xi nżid ħlief li nieħu dik is-somma li ftiehemt magħha, is-somma ta' Lm17,243 li jiġu bejn wieħed u ieħor €40,000.”³

Taħt kontroezami, l-Ilmentatur kompli:

“Naqbel li l-polza ilmentata inbiegħet lili fl-1999.

Mistoqsi jekk min avviċinani t-Trade Fair kinitx Ms Bezzina u mbagħad għamilt il-laqgħa magħha fl-uffiċċju tagħha, u jekk kinux l-istess persuni, ngħid li le, kienet gietni d-dar hawnhekk għax kienet qaltli, ‘Filkaż li ma ridtx tiġi l-uffiċċju,’ għidtilha, ‘Tagħmilli pjaċir jekk tiġini d-dar milli niġi l-uffiċċju,’ għax qagħdet tispjegali aktar aħjar.

Mingħalija hawn id-dar iltqajna. Safejn naf jien, dejjem hawn id-dar jiġu; qatt ma mmur jien, ħa nkun ezatt miegħek.

Ngħid li t-Trade Fair mal-istess persuna kont iltqajt.

Mistoqsi niftakarx kelma b'kelma dak kollu li spjegatli r-rappreżentanta ħamsa u għoxrin sena ilu, ngħid li le, li niftakar hu li jien ridt nagħmel xi ħaġa għall-

³ P. 75 - P. 76

futur ta' ibni (u għandi tat-tifla wkoll); ridt xi ħaġa li jkun stipulat maż-żmien u li meta jgħaddi ċertu żmien ikolli somma stipulata.

Mistoqsi naqbilx li mhux qed neskludi li stajt insejt xi dettalji peress li għadda dan l-ammont ta' żmien, ngħid li qed niftakar dak li qaltli hi li ser tagħtini dik is-somma garantita jekk nibqa' nżommha sal-aħħar tal-polza.

Hi qaltli kemm nieħu ammonti fis-sena, li mbagħad nieħu l-bonuses u affarijiet hekk. Għidtilha l-importanti li meta tagħlaq il-polza nieħu s-somma garantita. Qaltli, 'Imma trid iżżommha sal-aħħar,' – biex ngħidlek eżatt kif qaltli.

Qed jingħad li fuq il-Quotation hemm żewġ somom estimated u, allura, m'hemmx is-somma li qed nippretendi biss. Hemm is-somma ta' Lm12,540 u s-somma l-oħra li dawn is-somom hemm 'estimated' miktub ħdejhom flimkien ma' somma oħra.

Mistoqsi allura jekk fuq dawn is-somom ma qaltli xejn, ngħid li, le, lili qaltli kif qed ngħidlek jiena. Qaltli it-Terminal Bonus u hekk, jekk iżżommha sal-aħħar nagħtuhulek miegħu imma l-oħra ma' ċertu żmien jekk taqbez l-għaxar snin taf ma tieħu xejn milli jkun stipulat imma wara għaxar snin tista' tieħu li tkun investejt inti.

Mistoqsi x'qaltli fuq it-Lm12,540, ngħid li dik is-somma li tieħu jekk tagħlaq il-polza.

Għidtilha jien il-polza ser inżommha hemm mija fil-mija għax dik flok qed nagħmilha f'post, qed nagħmilha f'post ieħor. Għidtilha mhu ser immiss xejn minnhom u jien żgur mija fil-mija li ser inħalliha sal-aħħar.

Qed jingħad li fil-meeting ġew spjegati lili l-Quotation (paġna 14), fuq wara tagħha hemm l-Important Notes (Dok. MSV 1 mar-risposta), l-iStatutory Notice (paġna 23) u l-Product Information (paġna 20).

Nikkonferma l-firem tiegħi fuq il-Quotation, l-iStatutory Notice u fuq il-Product Information.

Mistoqsi naqbilx li dawn id-dokumenti ngħatawli waqt il-meeting, ngħid li dawn kont irċevejthom, iffirmajthom u bgħatthom lura. Ngħid li rċevejthom wara li ftiehemt magħha.

Mistoqsi qrajtx dawn id-dokumenti meta ffirmajthom, safejn niftakar jien naħseb li qrajthom.

Qed niġi mistoqsi kif qed ngħid li r-rappreżentanta ggarantietli dan l-ammont li qed nippretendi, meta f'dawn il-karti li għandna quddiemna hemm miktub:

'The quotation is provided for illustration (eżempju) purposes only and does not confer any rights';

I-Important Notes jgħidu:

'The estimated maturity value shown overleaf has been calculated using the bonus rates declared by the company at the previous year end depending on the performance of the company. Bonus rates may go up as well as down.'

Barra minn hekk, fuq il-Product Information hemm:

'Please note the past performances are not necessarily a guide to future performance,' u jerga' jgħid li jista' jitla' u jinżel u li bażikament dawn il-karti qed jgħiduli li l-ammont li qed nippretendi jiena mhux garantit.

Ngħid mhux li qed 'nippretendi' jien, jien qed nippretendi dak li qaltli hi li qiegħed tajjeb.

Mistoqsi kif qed nippretendi dan l-ammont wara li qrajt u ffirmajt id-dokumenti li juru ċarament li jien m'għandix garanzija fuq dan l-ammont li qed nippretendi, ngħid li jien qed ngħidlek skont kif tkellimt magħha dak iż-żmien. Jiena għidt li ntqal lili dakinhar. U jien imxejt fuq dak li qaltli għax kieku jien ma kellix garanzija fuq is-somma ma kont nagħmel xejn. Kont ninvesti f'xi haġa oħra.

Qed jingħad li la qrajthom, allura, ma tajtx kas dak li qalu d-dokumenti li l-figuri huma stimi u jiddependi fuq ir-rati u li jistgħu jitolgħu jew jinżlu. Ngħid li jiena la ser inżommha sal-aħħar hija garanzija. Jien imxejt kif kienet qaltli hi. Issa forsi ta' injorant li kont dak iż-żmien. Issa ma nafx; imma ma nistax nifhem għalfejn jgħidulek ser nagħtik garanzija ta' xi haġa biex imbagħad ma jkunx veru li qed tgħidli hi. Jien allura nħoss li ġejt ingannat għax jien ma nkunx intiż f'dawn l-affarijiet u fuq li qaltli, imxejt.

Mistoqsi naqbilx issa li qed nara d-dokumenti quddiem li m'hemmx garanzija fuqhom, ngħid li kif inhu qiegħed hawn, iva.

Qed niġi referut għall-iStatutory Notice u mistoqsi naqbilx li jien kelli ħmistax-il ġurnata biex naħsibha fuq dak li qaltli hi u fuq id-dokumenti li qrajt, ngħid li ma niftakarx fuqha.

Mistoqsi meta għamilt il-polza ridtx nagħmel investment riskjuż jew ridtx inġemma', ngħid li l-iskop kien li kont ser inġemma' u li kien ser jagħtini xi haġa iżjed talli investejt fih għax qaltli, 'Dment li żzommu u f'dawn il-ħamsa u għoxrin sena ma tneħħihx.' Għidtilha, 'Mhux ser inneħħih; jekk hu għal ħamsa u għoxrin sena għal ħamsa u għoxrin sena ser inħallih.' Nikkonferma li jien bl-ebda mod ma ridt nipperikola l-kapital tiegħi.

Qed niġi mistoqsi naqbilx li n-noti jagħmluha ċara li t-Terminal Bonus, li hu inkluz fit-tieni stima, li qed nippretendi jiena, 'can be reduced or withdrawn completely,' allura jien kont infurmat mid-dokumenti li għandna quddiemna li jista' jitnaqqas jew jitneħħa kompletament. Ngħid li fuq it-Terminal Bonus, iva.

Mistoqsi naqbilx li minbarra r-raġuni ta' investment, jien ridt nagħmel il-polza għal-Life Cover, ngħid li iva, dik kienet spjegathieli l-Life Cover li jekk jiġri xi haġa, huma jagħtuni garanzija li nieħu dik is-somma stipulata.”⁴

Fit-tieni seduta tat-18 ta' Marzu 2025, Dr Jeanine Mallia Schembri, f'isem il-Fornitur tas-Servizz, infurmat⁵ lill-Arbitru li huma ppruvaw ifittxu lil Ms Mariella Bezzina, il-persuna li bieġet il-polza in kwistjoni lill-Ilmentaturi, sabiex din tkun tista' titla' tixhed. Iżda, minkejja li sar kuntatt mar-ROCS, hi ma setgħetx tiġi intraċċata għax ma kellhomx id-dettalji ta' kuntatt tagħha.

F'dan ir-rigward, Victor Farrugia, f'isem il-Fornitur tas-Servizz, ukoll qal li meta jkun għadda daqshekk żmien, in-nies ikunu inbidlu u ċertu records ma jkunux disponibbli. Stqarr li minkejja li l-istess Fornitur tas-Servizz dejjem jipprova jsib il-persuna kkonċernata, dan mhux dejjem ikun possibbli.

Għaldaqstant, il-Fornitur tas-Servizz iddikjara⁶ li m'għandux aktar provi xi jressaq.

⁴ P. 77 - P. 79

⁵ P. 80

⁶ *Ibid.*

Hawn l-Arbitru ta l-opportunità liż-żewġ partijiet biex jekk iridu jagħmlu s-sottomissjonijiet finali tagħhom. L-Ilmentatur iddikjara⁷ li m'għandux xi jżid ma' dak li diġà qal, filwaqt li l-Fornitur tas-Servizz stqarr li:

“Il-premessa tal-każ in kwistjoni hi li hu allegat li l-MSV wiegħdet l-Estimated Maturity Value including Reversionary and Terminal Bonus lill-ilmentaturi.

Iżda, meta naraw id-dokumenti, l-MSV qed tikkontesta dan għax il-wegħda li għamlet kienet fuq ‘the greater of the sum assured or the policy account whichever is the greater.’ U l-Maturity Value li jingħata fl-aħħar tal-polza jirrifletti l-policy account which is greater.

Barra minn hekk, vis-a-vis d-dokumenti għandna provi mill- quotations (paġni 14 u 15) li jiddistingwu b'mod ċar dak li huwa garantit - li huwa s-Sum Assured u r-Reversionary Bonus if declared u l-Estimated Maturity Value li mhux garantit la fir-Reversionary Bonus u lanqas fit-Terminal Bonus.

Allura, l-MSV ma tħossx li huwa ġust li tiġi kkastigata jekk imxiet mar-regoli u mal-proċeduri u d-dokumenti kollha li ġew ipprezentati.

Għandna wkoll xi punti fir-rigward tax-xhieda tal-aħħar seduta li kellna. Fix-xhieda tiegħu, l-ilmentatur qal li huwa konxju li d-dokumenti ingħataw lilu ma jiggarrantux l-ammonti li qed jippretendi hu. Fil-fatt, qal:

‘Mistoqsi naqbilx issa li qed nara d-dokumenti quddiemli li m'hemmx garanzija fuqhom, ngħid li kif inhu qiegħed hawn, iva.’

Hawnhekk qed ngħidu li huwa konxju li d-dokumenti ma tawx garanzija fuq dak l-ammont li qed jippretendi. Iżda, minkejja dan, xorta qed jippretendi l-ogħla ammont.

Fix-xhieda tiegħu ukoll, huwa konxju li t-Terminal Bonus ‘can be reduced or withdrawn completely,’ avolja aktar kmieni fix-xhieda tiegħu jgħid li t-Terminal Bonus kellu jingħatalu jekk ikun zamm il-polza sal-aħħar.

Hawnhekk naraw ċerta inkonsistenza mill-verżjoni li ntqalet mill-memorja li ovvjament ġiet affettwata wara ħamsa u għoxrin sena u dak li hemm fuq id-dokumenti.

⁷ Ibid.

Meta naraw mix-xhieda tiegħu, cioè, rigward dokumenti MSV1 – I-Important Notes, I-Product Information u I-Quotations, hu jgħid:

‘safejn niftakar jien naħseb li qrajthom.’

Allura, ma jinnegax li d-dokumenti li ngħataw lilhom setgħu inqraw u kienu għandu. U jekk kienu għandu, u kif kienu għandu, bħala prova li għandna, hija negliġenza da parti tiegħu li ma qrahomx għax id-dokumenti kien għad-dispożizzjoni tiegħu u, għalhekk, kellu kull opportunità biex jaqra l-kundizzjonijiet li kienu fuqhom.

Fir-rigward tal-gwadann li għamlu, is-Sinjuri għamlu gwadann ta’ €6,021 li jigu 3.16% average rate of return on the investment premium u anke gross 15% withholding tax ta’ 3.72% u, allura, għamlu gwadann u ma rriżulta ebda tip ta’ opportunity loss meta ħadu l-polza.

Fuq dawn il-punti sommarji, l-MSV, fl-opinjoni umli tagħha, s-Sinjuri ma kellhomx aspettattiva li jirċievu l-Estimated Maturity Value including Reversionary and Terminal Bonuses u, għalhekk, tiċċhad kull allegazzjoni li ntqalet f’din il-kawża.”⁸

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.⁹

Il-punt kruċjali f’dan l-ilment jittratta l-allegati wegħdjet li saru mir-rappreżentanta tal-Fornitur tas-Servizz u dan fir-rigward tal-ammont li l-Ilmentaturi kellhom jingħataw mal-maturità tal-polza, li iżda issa li l-istess polza immaturat, ġew offruti ammont ferm inqas.

⁸ P. 81 - P. 82

⁹ Kap. 555, Artiklu 19(3)(b)

L-Arbitru jrid imur għall-waqt li kienet qed tinbiegħ il-polza ilmentata, x'gie mwiegħed lill-Ilmentaturi u x'eventwalment gie mogħti jew offrut lilhom mal-maturità. Irid jara wkoll kif sar il-bejgħ tal-prodott ilmentat u, fuq kollox, jekk dan laħaqx *'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.*¹⁰

Hawn l-Arbitru għandu sitwazzjoni fejn, fir-rigward tal-mod kif sar il-bejgħ tal-polza in kwistjoni, għandu biss f'idejh il-verżjoni tal-Ilmentaturi minħabba li r-rappreżentanta tal-Fornitur tas-Servizz li bieghet din l-istess polza ma gietx intraċcata sabiex tkun tista' tressaq ix-xhieda tagħha.

Għalhekk, dan il-każ jippreżenta ċirkostanzi ta' żbilanċ li ma jippermettux lill-Arbitru jkollu wkoll il-verżjoni tar-rappreżentanta li kienet preżenti fil-mument tal-bejgħ u, għalhekk, l-Arbitru sema' biss qanpiena waħda.

Minħabba f'hekk, huwa aktar diffiċli għall-Arbitru sabiex jasal għal konkluzjoni jekk dan kienx każ ta' *mis-selling* min-naħa tar-rappreżentanta tal-Fornitur tas-Servizz jew xi forma ta' memorja selettiva min-naħa tal-Ilmentaturi li jiftakru biss dak li jridu.

Għaldaqstant, fid-deher ta' dan kollu, l-Arbitru ser jiffoka fuq id-dokumenti ppreżentati flimkien mad-dikjarazzjonijiet tal-Ilmentaturi nfushom sabiex ikun jista' jasal għal din id-deċiżjoni.

Fix-xhieda tiegħu, l-Ilmentatur stqarr li hu kien gie ikkuntattjat minn aġent tal-Fornitur tas-Servizz sabiex jagħmel polza tal-assikurazzjoni, u dan wara li hu kien diġà għamel żewġ poloz oħra simili permezz tal-istess aġent. Hu stqarr li, a bażi ta' dak li kien intqal lilu dak iż-żmien,

*"... nagħmel ammont fis-sena, jekk niġbidha qabel, ma jagħtunx garanzija li nieħu lura dak li investejt u lanqas l-ammont li jiġi ggarantit wara dak iż-żmien. Qalli, imma, jekk inżommuha sakemm jispiċċa dak iż-żmien, jagħtini garanzija li jagħtuna dik is-somma stipulata hawnhekk (Life Assurance Quotation, paġna 14 tal-proċess)."*¹¹

¹⁰ Kap. 555, Artiklu 19(3)(c)

¹¹ P. 76

Qal li kollox sar f'*meeting* wiehed li dam biss siegħa, filwaqt li tenna li hu kien dejjem bil-ħsieb li jħalli l-polza sal-aħħar, jġifieri sakemm din timmatura biex b'hekk jingħata s-somma li kienet ġiet garantita lilu u nsista li fl-ebda ħin ma ntqal lilu li din l-istess somma setgħet tvarja.

L-Ilmentatur xehed ukoll li minkejja li ma jiftakarx kelma b'kelma dak li ntqal lilu ħamsa u għoxrin sena ilu, hu jiftakar li *"... ridt nagħmel xi ħaġa għall-futur ta' ibni (u għandi tifla wkoll); ridt xi ħaġa li jkun stipulat maż-żmien u li meta jgħaddi ċertu żmien ikolli somma stipulata."*¹²

L-Arbitru ma jistax ma jinnotax il-fatt li din ma kinitx l-ewwel polza ta' dan it-tip li l-Ilmentaturi kellhom. Kif anke xehed l-Ilmentatur innifsu, din kienet it-tielet polza li hu għamel mal-istess Fornitur tas-Servizz u, għaldaqstant, minkejja li l-Arbitru m'għandux informazzjoni dwar dawn il-poloz, l-Ilmentatur qed jagħti l-impressjoni li f'dan il-każ hu ma kienx jaf x'kien qed jiġi offrut lilu u li hu kien qed ifittex xi tip ta' garanzija partikolari. Izda, tikkunsidra li din kienet it-tielet polza ta' dan it-tip, l-Arbitru għandu d-dubbi tiegħu ta' kemm dan huwa l-każ.

Fil-fatt, meta mistoqsi dwar il-figuri indikati fil-*quotation*, l-Ilmentatur xehed li,

*"Mistoqsi allura jekk fuq dawn is-somom ma qaltli xejn, ngħid li le, lili qaltli kif qed ngħidlek jiena. Qaltli t-Terminal Bonus u hekk, jekk iżzommha sal-aħħar nagħtuhulek miegħu imma l-oħra ma' ċertu żmien jekk taqbez l-għaxar snin taf ma tiegħu xejn milli jkun stipulat imma wara għaxar snin tista' tiegħu li tkun investejt inti."*¹³

Minkejja li imbagħad l-Ilmentatur stqarr li fuq il-*quotation*, it-Lm12,540 kienet is-somma li kien ser jiegħu mal-maturità, din l-istqarrija kkwotata hija evidenza li tikkuntrasta mad-dikjarazzjoni rigward l-allegat garanzija.

L-Arbitru jinnota wkoll li hemm ċertu kontradizzjoni fix-xhieda tal-Ilmentatur. Filwaqt li jargumenta u jitlob kumpens ibbażat fuq l-ogħla somma fil-*quotation* li, skont hu, kienet garantita, imbagħad, waqt il-kontroezami xehed:

"Qed niġi mistoqsi naqbilx li n-noti jagħmluha ċara li t-Terminal Bonus, li hu inkluz fit-tieni stima, li qed nippretendi jiena, 'can be reduced or withdrawn

¹² P. 77

¹³ *Ibid.*

completely,' allura jien kont infurmat mid-dokumenti li għandna quddiemna li jista' jitnaqqas jew jitneħħa kompletament. Ngħid li fuq it-Terminal Bonus, iva.'¹⁴

Kif diġà ntqal aktar kmieni, l-Arbitru jsib ċertu diffikultà biex jifhem jekk dan kienx każ fejn is-*salesperson* li b'mod imprudenti emfasizzat is-sabiħ u ma kinitx kawta biżżejjed biex tispjega sew id-differenza bejn dak li kien garantit u dak li kien stmat, jew inkella kienx każ fejn l-Ilmentaturi fehmu dak li riedu jifhem u ma kinux insidjużi biżżejjed biex jagħtu importanza anke l-aspetti mhux garantiti tal-*quotation*, avolja dawn ġew spjegati.

Fl-istess waqt, l-Arbitru ma jistax ma jinnotax li spjegazzjoni addizzjonali dwar il-mod kif taħdem il-polza, partikolarment dwar il-*bonuses* u kif dawn jiġu allokat, għet anke mogħtija lill-Ilmentaturi f'dokumenti oħra, partikolarment f'dokument titolat '*Product Information*', li kopja¹⁵ tiegħu għet sottomessa mill-Ilmentaturi nfushom u li dan ġie anke iffirmit minnhom stess.

L-Arbitru jagħti wkoll konsiderazzjoni għall-fatt li, minkejja li saret laqgħa waħda biss bejn l-Ilmentaturi u li din ma ħaditx wisq fit-tul, fix-xhieda tiegħu, l-Ilmentatur innifsu ammetta li kemm il-*Quotation*, l-*Statutory Notice*, kif ukoll il-*Product Information Document*,

*'... dawn kont irċevejthom, iffirmajthom u bgħatthomlha lura.'*¹⁶

Dan għalhekk ifisser ukoll li, minħabba li dawn id-dokumenti, partikolarment, il-'*Product Information*' kienu għad-dispożizzjoni tagħhom id-dar, huma kellhom il-ħin kollu disponibbli għalihom sabiex jaqraw dawn l-istess dokumenti u anke jistaqsu għal xi kjarifika jew għal aktar informazzjoni f'każ ta' bżonn.

Fil-fatt, l-Ilmentatur innifsu ammetta¹⁷ li hu kien qara dawn l-istess dokumenti. Dan apparti l-fatt ukoll li huma kellhom anke *cooling-off period* ta' ġimagħtejn oħra wara li sar il-kuntratt tal-polza biex jerggħu jaħsbuha.

Biex tintlaħaq il-figura kkwotata jrid isir '*compounding*' b'rata għolja li għalkemm kienet fattibbli fis-sena ta' qabel is-sena 1999, ma kinitx xi ħaġa li setgħet tiġi

¹⁴ P. 79

¹⁵ P. 20 - P. 21

¹⁶ P. 78

¹⁷ *Ibid.*

sostnuta u garantita għal 25 sena sħaħ. Anke persuna mhux tant intiza fil-finanzi tifhem li mhux floku tassumi dawn ir-rati kienu ser jibqgħu f'dak il-livell għal 25 sena speċjalment peress li l-kontribuzzjonijiet tagħhom, 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 apparti li dak iż-żmien, *bonds* għal terminu twil fil-Lira Maltija ma kinux jeżistu.

Min-naħa l-oħra, l-Arbitru jhoss li l-Fornitur 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.

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

Kumpens

F'dan il-każ, l-Arbitru qed jagħti rimedju għaliex iħoss li l-aspettattivi tal-Ilmentaturi, sal-limitu ta' fejn kienu legittimi, ma ġewx milħuqa. L-aspettattivi tagħhom kienu li mal-maturità tal-polza kienu ser jirċievu s-somma ta' €40,165.38 (l-ekwivalenti għal Lm17,243), li iżda fid-data tal-maturità ġew offruti ferm inqas. Iżda, ma jistax jingħad li l-aspettattivi tal-Ilmentaturi kienu kompletament legittimi.

L-Arbitru jrid jasal għal kumpens li jrid ikun ibbażat fuq ġustizzja ekwitattiva kif huwa sanzjonat li jagħmel epressament 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.

L-Ilmentaturi ma pprezentaw l-ebda prova li dak iż-żmien kellhom xi għażla għajr polza bħal dik ilmentata jew inkella kont bankarju b'rati inqas. Għaldaqstant, l-Ilmentaturi lanqas pprezentaw xi tip ta' prova li minħabba li huma ddecidew li jieħdu l-polza offruta lilhom, huma ġarrbu 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-Ilmentaturi kellhom iċ-ċans li jikkontribwixxu għat-tfaddil permezz ta' din l-istess polza u dan billi jhallsu ammont żgħir kull sena għal hamsa u għoxrin sena sħaħ.

Barra minn hekk, meta l-Arbitru ħares lejn l-andament kumplessiv tal-polza, ra li r-rendiment tagħha kien ta' aktar minn 3.7%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 kellhom il-benefiċċju ta' kopertura fuq il-ħajja 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-Ilmentaturi. Dan għal raġunijiet diġà mfissra hawn fuq u anke għaliex:

- L-Ilmentaturi ma kinux ġustifikati jassumu li r-rati prevalenti fl-1999 kienu ser jibqgħu applikabbli għal 25 sena sħaħ galadarba l-investment tagħhom ma kienx fuq bażi *lump sum*.
- Il-kundizzjonijiet tal-*quotation* kienu għand l-Ilmentaturi għal żmien biżżejjed qabel ma gie ffinalizzat l-impenn għall-polza ilmentata, u kellhom kull ċans jifhmu dak li kien garantit u dak li kien stimat.

L-ilmentaturi infushom ammettew li rċevew id-dokumenti d-dar, u qrawhom qabel għaddewhom lura lill-Fornitur tas-Servizz u li b'hekk ikunu aċċettaw li jixtru l-polza. Dan meta tikkunsidra wkoll li l-polza ilmentata ma kinitx l-ewwel tax-xorta tagħha li l-Ilmentaturi għamlu anke mal-istess Fornitur tas-Servizz.

- Meta tingħata stima għal affarijiet li jseħħu fi żmien qasir huwa raġonevoli li wieħed jistenna li l-varjazzjoni tar-realtà mill-istima tkun żgħira. Izda stima għal żmien 25 sena ma tistax raġonevolment tistenna li l-varjazzjoni tkun żgħira, għax 25 sena huwa żmien twil u kollox jaf jinbidel, u ma hawn hadd li jista' jbassar x'ser jiġri mill-investimenti fi żmien daqstant twil.

¹⁸ P. 71

Għalhekk l-Arbitru jiddeciedi li s-somma xierqa li għandha tingħata lill-Ilmentaturi bħala kumpens hija dik ta' **€2,585**.

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-Ilmentaturi s-somma ta' elfejn, ħames mija u ħamsa u tmenin ewro (€2,585) b'żieda mas-somma digà offruta, cioè, mas-somma ta' €17,231.76¹⁹ u, għalhekk, iħallashom is-somma kumplessiva ta' €19,816.76.

Bl-imgħax ta' 2.65%²⁰ minn ħamest ijiem tax-xogħol wara d-data ta' din id-deċiżjoni sad-data tal-ħlas effettiv.

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

Alfred Mifsud

Arbitru għas-Servizzi Finanzjarji

Nota ta' Informazzjoni relatata mad-Deciżjoni tal-Arbitru

Dritt ta' Appell

Id-Deciżjoni tal-Arbitru legalment torbot lill-partijiet, salv id-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 għoxrin (20) ġurnata mid-data tan-notifika tad-Deciżjoni jew, fil-każ li ssir talba għal kjarifika jew korrezzjoni tad-Deciżjoni skont l-artikolu 26(4) tal-Att, mid-data

¹⁹ P. 62

²⁰ Rata kurrenti MRO (*Main Refinancing Operations*) tal-Bank Ċentrali Ewropew

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 l-artikolu 26(4) tal-Att, għandhom isiru lill-Arbitru, b'notifika lill-parti l-oħra, fi żmien ħmistax (15)-il ġurnata min-notifika tad-Deciżjoni skont l-artikolu msemmi.

Skont il-prattika stabbilita, id-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-ilmentatur/i jkunu anonimizzati skont l-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 (f'dan il-kaz Ewro25), imma jistgħu wkoll jinkludu kull pagament raġonevolment u legalment applikabbli ta' spejjeż professjonali u legali mħallsa mill-ilmentatur, limitati għal atti ppreżentati matul il-każ. Tali spejjeż professjonali m'għandhomx jinkludu spejjeż ġudizzjarji jew ħlasijiet 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 taht 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.

