

Quddiem l-Arbitru għas-Servizzi Finanzjarji

Każ ASF 246/2024

KJ

(‘l-Ilmentatriċi’)

vs

Bank of Valletta p.l.c.

Reg. C 2833

(‘il-Fornitur tas-Servizz’ jew ‘Bank’ jew
‘BOV’)

Seduta tat-28 t’Awwissu 2025

L-Arbitru,

Ra l-ilment,¹ li l-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji (‘OAFS’) rċieva fit-30 ta’ Diċembru 2024, fejn l-Ilmentatriċi issottomettiet li f’perjodu ta’ madwar sitt ġimgħat bejn Marzu u April 2024, għamlet diversi pagamenti mill-kont tagħha mal-BOV, permezz tal-*Visa Card* abbinata mal-kont li kienu trasferimenti għall-kont tagħha li kellha ma’ Revolut.²

Dawn b’kollox kienu jammontaw għal ftit anqas minn €29,000³ li kienu mferrxa fuq madwar 70 tranżazzjoni maqsuma hekk:

~34 tranżazzjoni sa massimu ta’ €100.

¹ Pagna (P.) 1 - 7 u dokumenti annessi p. 8 - 30

L-ilment u ċertu sottomissjonijiet oriġinarjament saru bl-Ingliż. Din id-deċiżjoni hija maħruġa bil-Malti peress li l-partijiet jifhmu sew il-lingwa Maltija u s-seduti, fil-fatt, saru kollha bil-Malti. Anke s-sottomissjonijiet finali saru wkoll bil-Malti miż-żewġ partijiet.

² B’eċċezzjoni ta’ tranżazzjoni waħda ta’ €100 li saret lill-*merchant* ‘Simplex’.

³ P. 72; 75 - 76

18-il tranżazzjoni bejn >€100 sa massimu ta' €500

10 tranżazzjonijiet bejn >€500 sa massimu ta' €1,000

7 tranżazzjonijiet bejn >€1,000 sa massimu ta' €2,000

1 tranżazzjoni waħda ta' €2,150.

Il-medja (*average*) ta' kull tranżazzjoni kienet ta' madwar €414.

L-Ilmentatriċi ilmentat li l-BOV messu nduna li dawn kienu sensiela ta' pagamenti mhux tas-soltu li tagħmel fil-kwantità fi żmien hekk qasir u, allura, kellu obbligu li jinduna li l-pagamenti kienu riżultat ta' frodi u messu intervjena biex iwaqqafha.

*"In providing its services to a customer, a financial institution is required by law to exercise the care and skill of a diligent, prudent banker. In this case, this means that the payment service provider should not turn a 'blind eye' to known facts pointing to a real possibility that their customer is being scammed. In other words, BOV must have had special knowledge of what was occurring or been alerted to a real possibility of fraud taking place. The financial institution must have known or reasonably ought to have known that I was dealing with a scammer."*⁴

....

"The transfers were made under duress and harassment from the scammers. The bank did little to no due diligence on its end. Even though the transactions were unusually close to each other, resulting in almost 80 transfers in a few weeks, the bank did not consider these a red flag.

*I am an elderly woman, I am 72, and I was forced to return to work as a XXX to afford a living while struggling to make ends meet. I am not a greedy person, I was manipulated, lied to, harassed, and financially abused by someone who understood that the elderly are the demographic for these scams – something the bank failed to recognize."*⁵

⁴ P. 3

⁵ P. 4

Bħala rimedju, l-Ilmentatriċi talbet sabiex il-Bank jirrifondilha t-telf kollu li nkorriet li hija stmat li jammonta għal €28,918.00.

Risposta tal-Bank

Ra r-risposta⁶ tal-BOV datata 06 ta' Frar 2025, fejn qal:

"Respectfully submits:

A. Introduction

1. *Whereas Mrs xxx (the Complainant) explains that 'between March 12th 2024 and April 29th 2024, I fell victim to two multi-layered scam operations run by Clone Phishing scam which involved me making deposits for a total amount of €28,918.00 from my BOV account to fraudulent investment firms.'*⁷ *She alleges that 'the Bank did little to no due diligence on its end ... even though the transactions were unusually close to each other.'*⁸

B. The Bank's point of view

2. *Whereas the Complainant attached the details of the transactions in question with her complaint from page 14 to page 27. According to the Bank's records, these transactions were duly authorised by (the Complainant) using her 3D Secure app and the Push Notification feature on said app. As part of the Bank's security system which is in line with the Payment Services Directive 2 (PSD 2), there are various levels of authentication to ensure that the transactions were carried out by the Complainant, from credentials and systems registered in her name.*
3. *Whereas article 40(1) of Directive 1 of the Central Bank of Malta (which Directive is based on the PSD2) provides that a payment transaction is considered to be authorised only if the payer has given consent to execute*

⁶ P. 36 - 41 u dokumenti annessi 42 - 66

⁷ P. 3

⁸ P. 4

the payment transaction. As explained, the Bank received legitimate instructions from credentials associated with the Complainant (a state of fact that is not disputed by the Complainant herself) and, therefore, the Bank has no obligation to refund her.

4. *Whereas the Bank implemented the necessary measures to ensure that its systems are secure and in line with the PSD2 which provides the following on 'strong customer authentication':*

***'strong customer authentication'** means an authentication based on the use of two or more elements categorised as **knowledge (something only the user knows), possession (something only the user possesses)** and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.⁹*

5. *Whereas the Complainant was aware of the amount of each transaction, the recipient of the money and the card from which the money would be taken. These details were visible on the 3D Secure app of the Complainant, and she would have needed to authorise each payment through the use of her passcode or fingerprint (if her device supports the use of this feature). This satisfies the element of possession in strong customer authentication. This process can be seen from the document attached as **'DOC.A'**.*
6. *Whereas in her complaint, (the Complainant) states: 'Money was transferred from my account via debit card and through an intermediary named Revolut in the total amount of €28,918'.¹⁰ Respectfully, the Bank submits that the money was transferred upon the express instructions and due authorisation of (the Complainant) herself and she was fully aware of the amount she was transferring, the recipient of such money and where this money was being received. Therefore, she was an active participant in this transfer, and it is thus unjustified for her to state that the transactions were executed 'without proper authority'.¹¹*

⁹ Article 4(30) of PSD2

¹⁰ p. 8

¹¹ *Ibid.*

7. *Whereas after each transaction, the Bank sent (the Complainant) an SMS to inform her that the transactions had been made. A list of these SMS's is found in the attached 'DOC.B'. Despite these SMS's, the Complainant did not immediately contact the Bank regarding not wanting to do these transactions or not having given her consent to affect them. This further shows that the transactions were made voluntarily by her and once authorised, she expected the Bank to implement her instructions, as it is bound to do according to the terms of service.*
8. *Whereas in May 2024, (the Complainant) contacted the Bank claiming that she was defrauded and thus she wanted her money back. At this point, the Bank informed her that all 72 transactions were duly authorised and thus were not eligible for a fraud chargeback. Furthermore, she was informed that since the transactions processed from the Revolut account to 3rd parties, the dispute needed to be raised with Revolut directly since BOV is not in a position to identify the 3rd parties or retrieve the funds from them. With respect to the one transaction which was not affected to Revolut, the Bank attempted to make a Chargeback claim.¹² However, this was unsuccessful since the merchant's bank stated that the service was provided by the merchant for the transaction. Following the Chargeback stage, a Pre-Arbitration claim was also raised, however, the foreign bank still insisted that the service was provided in full. The Bank then informed (the Complainant) that it had no further ground to dispute the claim.¹³*
9. *Whereas when (the Complainant) made the payments, she did not indicate or make some condition that she wanted the choice to cancel the payments, months after they were made. Obviously, the Bank would have rejected this condition ab inito because it is not reasonable to expect to cancel duly authorised payments in such a manner.*
10. *Whereas the Terms and Conditions of the BOV Cashlink Visa card which (the Complainant) used to approve the payments, provide the following regarding the cancellation of a payment instruction:*

¹² DOC.C: Email dated 18.06.2024

¹³ DOC.D: Emails dated between 03.07.2024 till 04.09.2024

6(b) We cannot cancel a payment made using your Card once you have given consent to make the payment to a retailer or supplier or provided your PIN and/or Card/Security Details and enabled the processing of the payment. You will need to contact the retailer or supplier separately.¹⁴

The Bank respectfully submits that this clause is in conformity with article 80 of the Payment Services Directive 2, entitled 'Irrevocability of a payment order'.

- 11. Whereas whilst making numerous accusations against the Bank which will be addressed further on, (the Complainant) does not seem to explain what led her to invest with the third party. Respectfully, the Bank submits that it is not an investment company and therefore it definitely did not induce (the Complainant) to make such investments. Moreover, (the Complainant) had the choice to decide with whom to invest her money and cannot expect the Bank to take responsibility for her actions and choices. Moreover, the Bank only provided (the Complainant) with the service of processing payments she duly authorised. BOV never provided her with any advice regarding investing her money and she never requested such advice. Therefore, she cannot now expect the Bank to bear any liability for her choices.*
- 12. Whereas as part of the payment processing service, the Bank sent the money to the recipient indicated by (the Complainant) to Revolut, with the exception of one transaction. Revolut is a legitimate institution, and its accounts are obviously not in the control of BOV. Once the funds left BOV, the Bank would not have any further control over them. Moreover, it results that the Revolut account the funds were sent to belonged to (the Complainant) herself, therefore, there were no suspicious signs with respect to the recipient.*
- 13. Whereas as part of its transaction monitoring procedures, the Bank uses a system purchased from VISA in order to carry out effective transaction monitoring. This system is titled the 'VISA Advanced Authorisation' and*

¹⁴ DOC.E: BOV Cashlink Visa – Product Information Guide, p. 6

takes into consideration various elements in order to allocate a risk score to each transaction. This risk score is based on a vast amount of data to which the VISA system has visibility, such as the amount of the transaction, the previous activity of the card holder and any reports of fraud on the merchant. On the basis of this score, the Bank then acts accordingly. The transactions in question were considered to be low risk and in such instance the Bank sends an SMS to customers to inform them that the transaction was affected. In fact, such SMS's were sent to (the Complainant), as explained above.

- 14. Therefore, this system takes into account all the factors mentioned by (the Complainant) in her complaint,¹⁵ however, there was nothing suspicious which would have justified the Bank stopping the transactions or posing questions about them. Moreover, the account belonged to (the Complainant) herself and in fact she had previously made a transaction to the same Revolut account on the 9th of February 2024 for the sum of €340 and she did not report this transaction as fraudulent.*
- 15. Whereas according to the salary indicated by the Complainant to the Bank, the amounts of the transactions made are commensurate with this salary and thus it also wasn't suspicious that she was transferring money to a Revolut account. Numerous bank customers opt to transfer their funds from their BOV accounts to their Revolut account in order to affect their daily transactions through Revolut. This is a decision of the customers, and the Bank has no right or obligation to interfere with the customers' decision to use a different banking app instead of its own.*
- 16. Whereas (the Complainant) had the duty and responsibility to consider the authenticity and reputation of the platform/company she was sending money to from Revolut. In her complaint, she said that Revolut was an 'intermediary',¹⁶ therefore the fraud most likely occurred at the final destination where (the Complainant) sent the funds to from the Revolut platform. However, the Bank would obviously not have visibility*

¹⁵ p. 8 - 12

¹⁶ p. 8

of this. The only visibility the Bank had was that (the Complainant) was transferring funds to Revolut, which is a legitimate platform.

C. (The Complainant's) claim

17. *Whereas amongst the arguments made by (the Complainant), she states that 'I did not know and through the exercise of reasonable diligence could not have discovered the fraud that was being perpetrated upon myself by the Scammer.'*¹⁷ *The Bank submits that it was extraneous to any communication (the Complainant) had with any third parties. Therefore, the Bank respectfully submits that if she did not realise that the information she was being given was fraudulent, it was even less possible for the Bank to notice when it had no access to this communication. All the Bank had were the instructions of (the Complainant) to affect the payments, the majority of which were going to an account in her own name with another institution.*
18. *Whereas (the Complainant) also states that 'Executing transactions without proper authority is not only a severe regulatory offence but also an irresponsible and reckless disregard of the customer's financial safety.'*¹⁸ *As already explained, the Bank received legitimate instructions from systems registered in (the Complainant's) name and thus 'proper authority' was given in line with the PSD2.*
19. *Whereas (the Complainant) claims that the Bank has the 'Quincecare duty' which 'arises in cases where it can be argued that an ordinary prudent staff member of a financial institution would have a reasonable basis for suspicion that a particular payment instruction would result in the misappropriation of the client's funds.'*¹⁹ *Once again, the Bank submits that for a multitude of reasons already explained throughout this reply, there was nothing suspicious about the transactions in question which would have led the Bank to stop the transfer.*

¹⁷ P. 9

¹⁸ P. 8

¹⁹ P. 12

D. Conclusion

20. *For the reasons articulated above, the Bank respectfully submits that the Complainant's claims are unfounded and that Bank of Valletta p.l.c. should not be held liable for any loss suffered by (the Complainant).*
21. *Chapter 555 of the Laws of Malta vests the Honourable Arbiter with the authority to decide a case on the basis, inter alia, of the Complainant's legitimate expectations and what he deems fair and equitable in the circumstances of the case. The Bank very respectfully submits that such element of fairness and a customer's legitimate expectations are founded and pivot on a balance between rights and obligations whereby a customer most certainly has rights but also an inherent interest and obligation to faithfully abide by all terms, conditions as well as guidelines issued by the Bank, as these are ultimately intended to serve and protect the customer.*
22. *The Bank reserves the right to bring oral and documentary evidence in order to substantiate the defense raised in this reply, as well as to make submissions both verbally and in writing pursuant to the provisions of Chapter 555 of the Laws of Malta.*
23. *The Bank reserves all rights/actions pertaining to it at law, and respectfully requests the Arbiter to reject and dismiss the Complainant's claims.*

With expenses."

Seduti

Fl-ewwel seduta li nżammet fit-22 ta' Mejju 2025,²⁰ l-Ilmentatriċi ppreżentat il-każ tagħha billi qalet:

"Ngħid li fil-bidu ta' Marzu tas-sena l-oħra, irċevejt din it-telefonata fuq Whatsapp telling me that I have this sum which was from a little money that I had put in this thing, u jien ma tantx nifhem ħafna. It was a hazard; jien għidt, 'Hekk jew hekk, ma jimpurtax, jekk ser nitlef, nitlef €250.'

²⁰ P. 67 - 71

Ngħid li din ma rċevejthiex mingħand xi ħadd li nafu. Kienet online. L-ismijiet ninsihom imma kienu minn Blockchain. Ngħid li jien f'dan il-Blockchain kont għamilt xi €250, dak kollox. I tried because I needed some money and it seemed an easy way to get it. Mhi ħtija ta' ħadd u għidt, 'Ħa nippruvahom. Jekk nitlifhom, nitlef €250.'

In the meantime, huma ma qalulix li għandi €250 – il-€250 kont diġà insejthom. Kienu mmaturaw u s-somma kienet sabiha. Bdew jitfgħu il-lixka. Ngħid li mhux ħtija tal-bank għax jien bgħatthomlhom il-flus.

Huma qatt ma talbuni ħafna flus; l-ewwel darba kienet xi €80. Jgħiduli li dawn m'inix qed inħallashom, jiżdiduli mas-somma sabiex l-account jaħdem.

Huma kienu jitolbuni l-flus; jiena kont ingħib il-flus mill-account tiegħi tal-Bank of Valletta, kont indaħħalhom f'Revolut li fih kont inżomm ftit flus, imbagħad dawn kienu jgħiduli biex niftaħ il-? biex huma jaraw ukoll x'inkun qed nagħmel għax jiena ma nifhimx, biex jagħmluha huma u kienu jibdluhom f'Bitcoins.

Ngħid li kont nidhol fuq AnyDesk. Huma kienu jċempluli u kont nagħtihom aċċess għall-AnyDesk. Ngħid li naf x'inhu AnyDesk. U dan kien jiġi kuljum. Jgħiduli dalwaqt nibgħatuhomlok, daqqa jitolbuni xi €50 jew xi €40, mhux somom kbar.

U inti tibqa' bit-tama li kollox sew għax konvinċenti ħafna. Jiena m'inix stupida imma hawnhekk kont stupida għax bqajt dejjem b'din it-tama.

Ngħid li damu xahar u nofs mit-12 ta' Marzu sad-29 t'April. Għaliex damu xahar u nofs? Għax kieku kont nieqaf u that's it. Ngħid li dejjem jitolbuk ftit. U darba minnhom, f'Marzu, qaluli li bagħtuli fil-kont tiegħi mal-Bank of Valletta €4,600. Qaluli bħala prova biex jaraw kif iġib ruħu l-bank biex filkaż ikomplu jibagħtuhomli bil-mod il-mod.

Ngħid li mort nara fuq l-ATM u kienu hemm dawn il-€4,600. Allura, jien dħalt il-bank, mort fuq il-Customer Care u għidtilha b'dawn il-flus u marret tara. Ma staqsejtx x'kien jisimha għax ma kelli l-ebda ħjiel li ser jiġri hekk. Qaltli, 'Iva jidhru li qegħdin hemm imma ma jistgħux jidhlu fil-kont issa. Iridu jgħaddu three working days.' Din nifhimha u ħadt ir-ruħ.

Dan kien il-Ħamis jew il-Ġimgħa u għid by Monday or Tuesday jidhli u għidt li verament ser jibagħtuhomli dawn il-flus.

In the meantime, staqsewni għal xi ċekċik, veru ftit. Is-Sibt ergajt iċċekkjajt mal-ATM u kienu għadhom jidhru imma jiena ma kontx qed nifhem kif qed jidhru dawn l-€4,600 meta kienu għadhom ma daħlux fil-kont.

Ngħid li wasal it-Tnejn jew it-Tlieta u ma kinux aktar hemm dawn il-flus. Dħalt il-bank u ma mortx fuq Customer Care imma kellimt l-ewwel wieħed li kien hemm fl-entrance tal-bank. Għidtli li kelli dawn il-flus jidhru u issa sparixxew u qalli, 'Sinjura, sinjal li nfaqthom.' M'inix stupida li ma nkunx naf x'infaqt u x'ma nfaqtx.

Għidtli, 'Le, ma nfaqthomx.' Qalli, 'Kieku hemm qegħdin.'

U peress li l-iscammers kienu jgħiduli biex noqgħod attenta xi ngħid lill-bank għax dawn huma kontra l-bitcoins, jien għalaqt ħalqi.

Ngħid li għall-ħabta t'April, bagħtuli tramite l-Whatsapp, (il-messaġġi tagħhom ġieli kienu jkunu bil-miktub u ġieli b'telefonata), ittra li fuq kien hemm BOV Malta u kulma kien hemm xi sentenza jew tnejn, ma niftakarx eżatt, u firma ta' isem ta' raġel Malti. U kien hemm li the bank is not accepting these payments, xi ħaġa hekk. Dik l-unika ittra li sparixxiet; mhux sparixxiet imma ġiet qisha imċajpra. Ma kienx jidher x'kien hemm miktub.

Ergajt mort mill-ewwel il-Bank of Valletta u staqsejt lill-Customer Care jekk din ħarġitx mill-Bank of Valletta. Marret tiċċekkja u damet xi ftit, imbagħad, ġiet u qaltli, 'Din il-persuna tezisti fizikament, però, ma taħdimx għall-Bank of Valletta.'

Jien, infatti, kif wasalt id-dar bgħattilhom messaġġ b'Whatsapp u għidtilhom, 'What are you playing at? This person does not really work for Bank of Valletta!'

Ċempluli u qaluli, 'No, we never said that he worked for Bank of Valletta.' Għidtilhom li l-heading huwa tal-Bank of Valletta. Qaluli li kien a sort of go between. Idawruhielek kif iridu.

Ngħid li tant kont looking forward li nirċievi dawn il-flus għax vera kelli bżonnhom, li ma qgħadtx nistaqsi ħafna.

Kważi kuljum, kont nieħu ammonti żgħar mill-kont bankarju tiegħi. Ngħid li għandi żewġ kontijiet mal-Bank of Valletta, ngħidilhom Account A u Account B. F'Account A ma nżommx ħafna flus, qiegħed għax-shopping. Imma t-tnejn

huma savings accounts. U l-kont l-ieħor qiegħed biex il-paga tidhol fih u ftit li xejn immissu unless I really need them għax inkun irrid ingemma' ftit.

And they kept going, u kont dejjem noħroġ il-flus ftit, ftit u nitfagħhom fl-account l-ieħor u minn dak l-account inwaddbu fuq Revolut.

Jien imbagħad għidtilhom, 'You are not really doing anything. If you want to send me the money, send them to my account, send them to Revolut.' Imbagħad, ngħaddihom bil-mod il-mod il-Bank of Valletta.

L-aħħar darba li talbuni l-flus; l-ewwel talbuni €600 u jien għidtilhom li m'għandix għax imbagħad bdejt anke nigdbilhom lil dawn. Bdejt ngħidilhom li l-flus mhumix tiegħi imma nissellifhom u għidtilhom biex jibagħtuli l-flus għax I want to pay them back. Imbagħad, niżlu għal €100. U għidt dan kif minn €600 niżlu għal €100 u lanqas penny ma bgħattilhom u waqaft.

Ngħid li f'dan il-perjodu ta' sitt ġimgħat jiena ħriġt €28,918 bl-istess proċedura – mingħandi għar-Revolut u mir-Revolut jiġbdhom huma.

Niftakar li kien hemm pagament li ma kienx għoli li kien għal xi ħaġa oħra u anke dak kienu talbuhomli huma. Imma dak il-pagament, jekk m'inx sejra żball, ingħatali lura.

Ngħid li jien qed inżomm lill-Bank of Valletta responsabbli għat-telf tiegħi. Ngħid li tliet darbiet jew erba' darbiet – fuq tlieta naħlef żgur – li kull darba li dik is-sinjorina marret tkellem naħseb lil xi ħadd fuqha fuq dik l-ittra, minflok ġiet u qaltli, 'Isma', din il-persuna teżisti fizikament. Ma jaħdimx mal-Bank of Valletta,' couldn't someone just give me a stronger warning? Kienet ser taqa' d-dinja kieku lil dik is-sinjorina qalulha, 'Jimporta tgħid lil (l-Ilmentatriċi) titla' sa fuq ħa nkellimha?' Just a warning.

Ngħid li l-flus f'dak l-account li nżommu biex ingemma' xi ħaġa fih, dak kont ili minn Lulju jew Awwissu mingħajr ma mmissu. F'daqqa minnhom, every blessed day kont qed noħroġ minnu dan l-account. Ġieli ħarġu €1,000 ukoll u bgħattilhom €1,000.

Jiena nħoss li bħala customer of the bank, I was not looked after as I should have been. La jiena mort u staqsejt, jekk kellhom xi dubbju, kellhom ikellmuni.

Ngħid li dan ġara across the counter. Kont mort jien personali biex nistaqsi.”²¹

²¹ P. 67 - 70

Fil-kontroeżami qalet:

“Mistoqsija niftakarx id-dati meta mort il-branch tal-Mosta, ngħid li jiena kont bgħatt email lill-bank. U qed jingħad li dawn kienu parti mill-proċeduri tal-mediator. Ngħid li rrid niċċekkja għax jien ma qgħadtx inżomm id-data u ngħid hawnhekk mort nistaqsi.

Mistoqsija meta mort bl-ittra l-bank spjegajtilhiex minfejn irċevejt din l-ittra, ngħid li jien ma qgħadtx nispjegalha għax kienu jgħiduli biex ma nagħtix ħafna spjegazzjonijiet lill-bank fuq il-bitcoins għax il-bank huwa kontra dawn u ma jaċċettawhomx. Allura, jien għidtilha biss li rċevejt din l-ittra u staqsejtha biex tgħidli jekk hix ġejja mill-BOV.

Rigward il-flus qaltli li ma jistgħux jidhlu fil-kont qabel three working days. Jien ma nafx how it works.

Qed niġi referuta għal dak li għidt fl-ilment li t-transactions saru under duress.

Ngħid li kienu saru under duress mill-iscammers għax jibbumbardjawk b’din l-idea li ser jibagħtuhomlok u x’naf jien. It was duress. Jien ma nifhimx ħafna fuqhom dawn l-affarijiet u, kif għidt, I feel very stupid about it.

Ngħid li kont under duress għax kienu jgħiduli li għandhom bżonn dawn il-flus inkella ma setgħux jibagħtuhomli.

Nikkonferma li l-kont tar-Revolut kien f’ismi. Ngħid li l-AnyDesk tajtu fuq il-kont tar-Revolut and I was very careful għax bdejt nibza’ u meta naqleb mill-BOV għar-Revolut kont nagħmilhom waħdi u mhux quddiemhom. Mhux meta kont fuq AnyDesk. Minn AnyDesk raw biss ir-Revolut. Però, kienu jafu li kelli account il-BOV.

Nikkonferma li l-pagamenti kollha li saru mill-Bank of Valletta għar-Revolut saru minni, bl-awtorità tiegħi.

Mistoqsija għamiltx rapport tal-Pulizija, ngħid li m’għamiltx rapport tal-Pulizija għax jiena ftit tas-snin qabel kienet ġratli li tlift ftit flus u kont għamilt rapport lill-Pulizija u ma kien ġara xejn u baqa’ f’wiċċi għax inċemplilhom lanqas biss jirrispondu. U dik kienet ħaġa żgħira. Allura, le, ma għamiltx rapport għax useless.”²²

²² P. 70 - 71

Fit-tieni seduta,²³ il-BOV ressaq bħala xhud lil Ms Sandra Stevens, il-persuna responsabbli mis-sezzjoni tal-Card Fraud li qalet:

“<>

Nikkonferma li l-pagamenti kollha saru bil-card.”²⁴

Fil-kontroeżami kompliet tixhed:

“<>

Ngħid li biex jintuża r-Revolut account, dan ikollu PIN jew Passcode biex jiġi aċċessat l-account tar-Revolut.”²⁵

Il-BOV ressqu wkoll ix-xhieda ta’ David Sant - Senior Manager fid-dipartiment fl-Anti-Fraud, li xehed:

“Qed niġi referut għall-kont tal-ilmentatriċi li jispiċċa 9520 minn fejn saru t-tranzazzjonijiet li saru f’dan il-każ. U qed niġi referut għall-perjodu bejn it-12 ta’ Marzu 2024 u d-29 t’April 2024. Nikkonferma li f’dan il-perjodu ma kienx hemm tranzazzjoni ta’ €4,600 ikkreditata f’dan il-kont. Ngħid li ma kien hemm l-ebda deposit ta’ dan l-ammont.

Ngħid li ladarba kont jiġi kkreditat, l-unika darba li joħorġu l-flus minnu hija meta jsir debit kontrib u jibqgħu jidhru ż-żewġ tranzazzjonijiet.”²⁶

Fil-kontroeżami kompli jixhed:

“Qed jingħad li meta l-ilmentatriċi marret il-bank, qalulha li daww il-flus ma daħlux fl-account imma jridu jgħaddu three working days biex jidhlu fl-account.

Ngħid li f’Payment Order ikollok il-Value Date u jiġihallas on that Value Date. Il-bank jirċievi l-flus u dakinhar il-flus jidhlu fil-kont.

Qed jingħad li meta jiġi transfer, hemm it-Transaction Date u hemm il-Value Date. It-Transaction Date hija d-data meta l-flus ġew murija fil-kont u l-Value Date huwa xi ftit jiem wara sa ma l-flus jiġu cleared biex ikunu jistgħu jingibdu.

²³ P. 77 - 81

²⁴ P. 77 - 78

²⁵ P. 78 - 79

²⁶ P. 79

Ngħid li le, il-pagament jiġi pproċessat fuq il-Value Date. Ma jistax jinħadem qabel għax il-bank jkun għad ma jkollux il-cover, jiġifieri jkun għadu ma rċevix il-flus. Il-mument li jiġi pproċessat il-pagament, jiġifieri l-bank ikollu garanzija li daww il-flus qegħdin f'idejh u jidhlu direttament għol-kont tal-klijent.

<>

Ngħid li m'hemmx spjegazzjoni għal dak li qed tgħid l-ilmentatriċi li xi ħadd mill-bank qalilha li dawn il-flus qegħdin il-bank imma għadhom ma ġewx cleared meta dan ix-xi ħadd kif seta' kien jaf li dawn il-flus qegħdin hemm meta ma kinux qed jidhru fil-kont tagħha.

Qed jingħad li fl-ewwel seduta, l-ilmentatriċi għamlet claim oħra li hi marret tiċċekkja l-bilanċ ta' din il-card fuq l-ATM u rathom hemm dawn il-flus.

Mistoqsi dan setax ikun, ngħid li tekniku m'inix, però, mill-esperjenza ta' tletin sena l-bank ma jista' qatt ikun li jkollok tranżazzjoni tidher fl-ATM, imbagħad, ma tibqax tidher fl-istatement.”²⁷

Meta l-Arbitru staqsa lill-ilmentatriċi jekk tistax tiftakar id-data, l-ħin u l-isem tal-persuna li kellmet dwar it-tranżazzjoni 'misterjuż' hija wiegħbet:

“Jien m'inix stupida u lanqas miġnuna. Jiena mort nistaqsi lill-bank apposta għax rajt dan l-ammont. Mort nistaqsihom, u I am sure and I swear it, li t-tfajla tal-Customer Care marret tistaqsi u domt ftit nistenna. U qaltli, 'Iva, Sinjura, però, għadhom ma daħlux fil-kont.' Qaltli, 'You can withdraw the money after three working days.'

Jien ħsibt li dawn għax ġejjin minn barra jridu jiġu ċċekkjati, eċċ.

Ngħid li dan ġara wara l-15 ta' Marzu 2024.

Inżid ukoll li kienu semmewli diversi drabi 'a mirror transaction'. Staqsejthom xi tkun 'a mirror transaction' u anke dħalt f'Google, imma jien ma nifhimx f'dawn l-affarijiet u ma fhimtx xi tkun 'a mirror transaction'.”²⁸

l-ilmentatriċi ma kellhiex aktar sottomissjonijiet.

²⁷ P. 80

²⁸ Ibid.

L-Arbitru talab lil BOV biex fis-sottomissjonijiet finali jerġgħu jagħmlu sforz jaraw jistgħux jintraċċaw il-pagament ‘misterjuż’ u jekk forsi kienx hemm xi *recall* dwaru.

Sottomissjonijiet Finali tal-BOV

B’risposta għat-talba tal-Arbitru, il-BOV qal:

“Illi madankollu, wara s-seduta ta’ nhar it-18 ta’ Ġunju 2025, fuq it-talba tal-Onorabbli Arbitru,²⁹ il-Bank reġa’ għamel indaġini sabiex jikkonferma jekk kienx hemm xi trasferiment fil-kont tal-Ilmentatriċi, simili għal dak li semmiet waqt ix-xhieda tagħha. Madankollu, l-audited records interni tal-Bank ma juru l-ebda traċċa ta’ kreditu jew talba ta’ irtirar (recall request) relatata ma’ din is-somma jew dan il-perjodu. F’dan ir-rigward, il-Bank jispjega li jekk huwa minnu li l-Ilmentatriċi rat l-ammont ikkreditat ġewwa l-kont tagħha, dan ifisser li l-pagament ikun ġie pproċessat. Għaldaqstant, kwalunkwe recall request riċevuta mill-BOV minn bank estern wara li l-flus ikunu ġew ikkreditati għol-kont tal-Ilmentatriċi (u kwalunkwe klijent ieħor), ikun jirrikjedi lill-BOV jitlob il-kunsens tal-klijent biex dawn jiġu debitati mill-kont tal-klijent. Il-BOV qatt ma rċieva din it-tip ta’ talba u wisq anqas iddebita kwalunkwe ammont mill-kont tal-Ilmentatriċi mingħajr il-kunsens tagħha. In vista ta’ dan, ma hemm l-ebda bażi għal talba marbuta ma’ din is-somma.”³⁰

Mill-bqija, il-BOV reġa’ saħaq li l-ilment ma għandux jiġi sostnut għaliex l-Ilmentatriċi:

- i. *“Awtorizzat il-ħlasijiet kollha b’għarfien sħiħ tal-ammont u kif ukoll ta’ min kien qed jirċevihom;*
- ii. *Irċeviet notifiki b’SMS fil-ħin u l-mument illi saru t-tranzazzjonijiet, iżda għażlet illi tibqa’ inadempjenti fid-dawl ta’ dan il-fatt;*
- iii. *Marret il-Bank, iżda żammet fatti kruċjali moħbija fuq struzzjonijiet mill-frodisti; u*

²⁹ P. 81

³⁰ P. 88

iv. *Naqset milli tirrapporta l-frodi jew tfittex rimedju mal-pulizija.*"³¹

Fil-Mertu

L-Arbitru jrid jiddeċiedi dan il-każ skont dak li, fil-fehma tiegħu, huwa ekwu, ġust u raġonevoli fiċ-ċirkostanzi partikolari u merti sostantivi tal-każ.

Kunsiderazzjonijiet

Sfond Ġenerali tal-Frodi

L-allegat frodi jinvolti każ tipiku ta' *pig butchering scam*. Hekk kif joħroġ mid-dokumenti ppreżentati u l-informazzjoni pprovduta matul il-proċeduri ta' dan il-każ, l-Ilmentatriċi bdiet inizzjalment titkellem ma' xi ħadd li ma kinetx taf fuq *Whatsapp*. Din il-persuna kkonvinċietha biex tinvesti ammont żgħir ta' €250 fil-*Bitcoin*.³²

Meta wara ftit taż-żmien, il-frodist pingielha taparsi qligħ sostanzjali fuq investiment żgħir intelqet għal kollox f'idejn il-frodist, tatu aċċess permezz ta' *Anydesk* għall-kont tagħha ta' *Revolut* u bdiet regolarment tittrasferixxi flus mill-kont tagħha mal-BOV għall-kont tagħha stess ma' *Revolut* minn fejn dawn il-flus bdew jingibdu mill-frodist taparsi qed jinvestilha fil-*Bitcoin* bi qligħ. Dan wassal għal madwar 70 tranżazzjoni, kif spjegat qabel, u telf ta' madwar €29,000 li issa l-Ilmentatriċi qed tippretendi li l-BOV jagħmel tajjeb għalihom.

L-Arbitru jixtieq l-ewwel jinnota li għalkemm l-Ilmentatriċi naqset milli tirrapporta l-frodi lill-pulizija, hu konvint mill-fatt li verament sfat vittma ta' frodi kif ilmentat.

L-Arbitru huwa sodisfatt biżżejjed li ma hemmx dubju raġonevoli fuq il-veraċità tal-ilment kif m'għandux dubju li kienet ir-regħba għal qligħ kbir, faċli u malajr li daħħlet lill-Ilmentatriċi f'dan il-gwaj.

³¹ p. 92

³² p. 67

Analizi u kunsiderazzjonijiet

Dan huwa fost sensiela t'ilmenti li għandu quddiemu l-Arbitru magħmula minn nies lokali rigward skemi ta' pagamenti frawdolenti b'sistema magħrufa bħala **'pig butchering'** li frodisti professjonali bi kreattività enormi qed iħaddmu biex jarrikkixxu ruħhom a skapitu ta' konsumaturi.

L-Arbitru ippubblika Noti Tekniċi³³ dwar x'inhu **'pig butchering'** u jispjega x'inhuma meqjusa l-obbligi tal-banek u istituzzjonijiet finanzjarji oħra liċenzjati biex jipproteġu lill-klijenti, speċjalment dawk vulnerabbli, minn dan it-tip ta' frodi. Dan biex il-banek u l-istituzzjonijiet finanzjarji liċenzjati jaderixxu mal-obbligi li għandhom u jkunu jifhmu l-konsegwenzi li jistgħu japplikaw jekk jonqsu milli jagħmlu dan.

Il-mertu prinċipali ta' dan l-ilment essenzjalment huwa jekk il-Bank mexiex skont l-obbligi li għandu rigward il-moniteragg tal-pagamenti li jsiru mill-klijenti tiegħu.

Fin-Noti Tekniċi li l-Arbitru ħareġ qabel rigward pagamenti frawdolenti, ġie ddikjarat kif ġej.³⁴

"PSP (Payment Service Providers) huma obbligati li jkollhom sistemi effettivi ta' sorveljanza ta' pagamenti biex jipproteġu lill-PSU (Payment Service User) minn pagamenti frawdolenti. Ir-Regolament Delegat tal-Kummissjoni (UE) 2018/389 tas-27 ta' Novembru 2017 jistabbilixxi standards tekniċi regolatorji għall-awtentikazzjoni qawwija tal-konsumatur u standards miftuħin ta' komunikazzjoni, u jissupplimenta d-Direttiva (UE) 2015/2366.

Dan jipprovdi fl-artikolu 2(1) li:

'Il-fornituri ta' servizzi ta' pagament għandu jkollhom fis-seħħ mekkaniżmi li jimmonitorjaw it-tranzazzjonijiet li jippermettulhom jaqbd u tranzazzjonijiet tal-pagament mhux awtorizzati jew frawdolenti ... Dawn il-mekkanizmi għandhom ikunu msejsa fuq l-analizi tat-

³³ <https://financiarbiter.org.mt/sites/default/files/Technical%20Note%20-%20EN%20%5BFebruary%202025%20v1%5D.pdf>

³⁴ In-Nota Teknika maħruġa f'Diċembru 2023 (Aġġornata Nov 2024) intitolata 'Mudell għall-allokazzjoni ta' responsabbiltà bejn Fornituri ta' Servizzi ta' Pagament (PSP) u Utenti tas-Servizzi ta' Pagament (PSU) f'każ ta' scams ta' pagamenti frawdolenti'.

tranzazzjonijiet tal-pagament, filwaqt li jqisu elementi li huma tipiċi tal-utent ta' servizzi ta' pagament fiċ-ċirkustanzi ta' użu normali tal-kredenzjali personalizzati ta' sigurtà.'

L-artikolu 2(2) jipprovdi li s-segwenti fatturi bbażati fuq riskju għandhom jitqiesu fil-mekkaniżmi li jissorveljaw it-tranzazzjonijiet:

- 1. Listi ta' elementi tal-awtentikazzjoni kompromessi jew misruqa;*
- 2. L-ammont ta' kull tranzazzjoni ta' pagament;*
- 3. Xenarji tal-frodi magħrufa fl-għoti ta' servizzi ta' pagament;*
- 4. Sinjali ta' infezzjoni tal-malwer fi kwalunkwe sessjoni tal-proċedura ta' awtentikazzjoni;*
- 5. F'każ li l-apparat jew is-softwer tal-aċċess jingħata mill-fornitur ta' servizzi ta' pagament, log tal-użu tal-apparat tal-aċċess jew tas-softwer mogħti lill-utent ta' servizzi ta' pagament u l-użu anormali tal-apparat tal-aċċess jew tas-softwer.*

Għe ċċarat li l-obbligazzjoni ta' sorveljanza ta' mekkaniżmi ta' pagament m'għandux ikun 'sorveljanza ta' riskju f'ħin reali' u solitament isir 'wara' l-eżekuzzjoni tat-tranzazzjoni ta' pagament. Għadu ma ġiex definit kemm wara, imma ovvjament għal kwalunkwe valur reali ta' tali mekkaniżmi, d-differenza bejn il-ħin reali tal-pagament u dak tas-sorveljanza effettiva ma tridx tkun wisq.

Aktar minn hekk, l-artikolu 68(2) tal-PSD2 jawtorizza PSP li jimblokka pagament:

'Jekk maqbul fil-kuntratt qafas, il-fornitur ta' servizzi ta' pagament jista' jirriżerva d-dritt li jimblokka l-użu tal-istrument ta' pagament għal raġunijiet oġġettivament ġustifikabbli relatati mas-sigurtà tal-istrument ta' pagament, is-suspett ta' użu mhux awtorizzat jew frodulenti tal-istrument ta' pagament jew, fil-każ ta' strument ta' pagament b'linja ta' kreditu, riskju sinifikattivament akbar li l-pagatur jista' ma jkunx kapaċi jissodisfa r-responsabbiltà tiegħu li jhallas.'"

Huwa ċar li dawn huma obbligi serji fuq bank bħall-BOV biex jagħmel moniteraggħu sew tal-pagamenti li jkunu qed jagħmlu l-klijenti tiegħu u joqgħod attent għal kull xamma serja li l-pagamenti, għalkemm ikunu qed jiġu awtorizzati mill-klijent, jista' jkun fihom indizzji ta' frodi fejn il-klijent jispicċa vittma ta' frodisti professjonali.

Huwa daqstant ieħor ċar li l-obbligi ta' moniteraggħu imorru ferm aktar minn iċċekkjar ta' pagamenti individwali, iżda trid tingħata konsiderazzjoni ta' sensiela ta' pagamenti li jkunu qed isiru fi sfond ta' xi tkun l-istorja normali tal-pagamenti li kienu jsiru mill-klijent konċernat.

Hekk f'dan il-każ jirriżulta b'mod ċar li l-frekwenza ta' pagamenti li saru mill-Ilmentatriċi f'perjodu Marzu/April 2024 kienu għal kollox anomali minn kif kien jopera l-kont qabel. Dan ma ġiex miċħud mill-BOV.

Biex jasal għal ġudizzju dwar ir-responsabbiltà tal-Bank li ma ħax azzjoni dwar l-anomalija tal-pagamenti ilmentati paragonata mal-istorja tal-kont tal-Ilmentatriċi, l-Arbitru wkoll qed jelenka f'Tabella B il-kriterji li jispirawh.

Tabella B

Kriterji kkunsidrati biex jiġi determinat jekk il-pagamenti in kwistjoni kinux anomali u 'out-of-character' fil-kuntest tal-profil tal-Ilmentatriċi u tranżazzjonijiet tipici tagħha

Kriterju bażiku	Informazzjoni partikolari li toħroġ mill-każ
(a) Profil tal-konsumatur	L-Ilmentatriċi kienet klijenta <i>retail</i> .
(b) L- ammont u d-daqs tat-tranżazzjoni (hekk kif komparat mal-ammont medju ta' tranżazzjoni u l-ammont totali tal-kont u/jew l-introjtu fix-xahar)	L-ammonti kienu relattivament iżgħar imma frekwenti u kollha saru għal kont tagħha stess ma' <i>Revolut</i> . Il-pagamenti kollha ġew awtorizzati mill-Ilmentatriċi li kienet tirċievi SMS <i>notification</i> mill-BOV għal kull pagament.

(c) Il-frekwenza, hin u x-xejra ta' tranżazzjonijiet simili jew l-istess;	Il-frekwenza tal-pagamenti huwa l-aktar kriterju li seta' qajjem dubju min-naħa tal-Bank jekk kollox kienx normali.
(d) L- ammont kumulattiv li rriżulta minn tranżazzjonijiet simili jew l-istess (kif ikkomparat mal-ammont medju ta' tranżazzjoni u l-ammont totali tal-kont)	Il-kumulu tal-pagamenti ta' €29,000 ma kienx wieħed normali iżda lanqas tant straordinarju li joħloq dubju ċar.
(e) L- iskop tat-tranżazzjoni	L-iskop tal-pagamenti f'għajnejn il-Bank kien trasferiment għal kont tagħha stess ma' <i>Revolut</i> li qed issir xi ħaġa normali hekk kif banek <i>Fintech</i> joffru servizz aktar ekonomiku.
(f) Ir- reċipjent tat-tranżazzjoni	L-ilmentatriċi stess fil-kont tagħha ma' <i>Revolut</i> .
(g) Twissijiet pubbliċi rilevanti u materjali fuq ir-reċipjent	Xejn. <i>Revolut</i> huwa bank liċenzjat.
(h) Inkonsistenzi oħra jew natura eċċezzjonali tat-tranżazzjoni jew serje ta' tranżazzjonijiet hekk kif ikkomparat mal-operat preċedenti tal-kont	Kif ġa spjegat li l-kumulu u l-frekwenza kienu anomali ma' kif kien jopera l-kont qabel ma bdiet din l-esperjenza qarsa. Iżda kienu anomali biżżejjed li kien jimmerita intervent mill-Bank?

Għar-raġunijiet spjegati, l-Arbitru jqis li l-pagamenti ilmentati kienu anomali meta mqabbla mal-istorja tal-kontijiet, iżda ma jidhirlux li kienu tali biżżejjed

biex jobbliga l-Bank jintervjeni biex jiddiskuti mal-Ilmentatriċi u wisq anqas biex iwaqqaf il-pagamenti.

Dan għaliex:

1. Il-pagamenti individwalment kienu f'ammonti relattivament żgħar.
2. Il-kumulu tal-pagament ma kienx xi wieħed straordinarju għal persuna li għamlet karriera sħiħa ta' xogħol bi qligħ.
3. Saret haġa normali li persuni jużaw is-servizzi ta' banek *fintech* li joffru vantaġġi aktar mill-banek tradizzjonali. Dan ma kienx possibbli qabel ma l-banek ġew obbligati jkollhom '*open banking system*' li jagħtu faċilità lill-*fintechs* jaċċessaw il-kont ta' klijent li jawtorizzahom.
4. Il-pagamenti kienu kollha awtorizzati mill-Ilmentatriċi.
5. L-Ilmentatriċi ntelqet b'mod irresponsabbli f'idejn il-frodist anke meta kellha indizzji ċari li kien hemm frodi, eż.:
 - a. Obdiet mill-frodisti biex ma tgħidx il-verità dwar l-investiment f'*Bitcoin* jekk il-Bank jistaqsi.³⁵
 - b. Ittra falza ffirmata għan-nom tal-Bank minn persuna li ma taħdimx il-Bank iżda gie deskritt bħala *go between*.³⁶
 - c. Trasferiment ta' €4,600 li qalulha li bagħtu iżda li qatt ma wasal.³⁷
6. Fl-ebda ħin l-Ilmentatriċi ma tat ħjiel lill-Bank fejn kienu sejr in-flus li qed tittrasferixxi fil-kont tagħha ma' *Revolut*, u wisq anqas li tat aċċess permezz ta' *Anydesk* lill-frodist biex jiġbed il-flus mill-kont tagħha ma' *Revolut*.

Deċiżjoni

Għar-raġunijiet spjegati hawn fuq, l-Arbitru jasal għall-konklużjoni li t-telf imġarrab kif spjegat f'dan l-ilment huwa għal kollox ħtija tal-Ilmentatriċi li ħalliet

³⁵ P. 68; 70

³⁶ P. 69

³⁷ P. 68

ir-regħba għal qligħ ta' malajr jagħmiha għall-indizji ċari li din kienet operazzjoni ta' frodi u ma talbet parir mingħand hadd.

Lanqas ma qalet il-verità meta kellha ċans tiddiskuti mal-Bank dwar is-suppost pagament ta' €4,600 li qatt ma wasal mill-15 ta' Marzu 2024,³⁸ u baqgħet tibgħat il-flus lill-frodist tramite *Revolut* sa l-aħħar t'April 2024. Kieku qalet il-verità meta marret tistaqsi dwar il-pagament li qatt ma wasal, jew dwar l-ittra falza, kien hemm probabbilità li dan jixgħel bozza ħamra lill-Bank biex jindaga aktar u, jekk le, l-Arbitru kien isib lill-Bank responsabbli li naqas minn dmiru dwar moniteragg ta' pagamenti.

Izda la l-Ilmentatriċi għazlet il-koperazzjoni sħiħa mal-frodist flok tgħid il-verità, allura, trid iġġorr il-piż kollu tat-telf tagħha għax ma jsibx li l-Bank għandu responsabbilità kif tippretendi.

Huwa stramb l-emfasi li għamlet l-Ilmentatriċi li hija fil-fatt rat fuq l-ATM li kienu waslulha l-€4,600 li l-frodisti qalulha li bagħtu u li r-rappreżentanta tal-Bank mhux identifikata qaltilha li dawn waslu u tista' tiġbidhom wara tlett ijiem.

Mingħajr ma ressqet evidenza ta' xejn dwar dan, l-Arbitru jara aktar kredibbli l-ispejja tal-Bank li dawn il-flus, fil-fatt, qatt ma waslu.

L-Arbitru ma jistax jeskludi, fl-assenza ta' evidenza raġonevoli, li dan seta' kien każ ta' illużjoni ispirata mill-konvinzjoni li kienet ser issib teżor fil-*bitcoin*.

Għal dawn ir-raġunijiet, l-ilment qed jiġi miċħud u jordna li kull parti għorr l-ispejjeż tagħha.

Alfred Mifsud

Arbitru għas-Servizzi Finanzjarji

³⁸ P. 68; 81

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 tan-notifika ta' dik l-interpretazzjoni jew il-kjarifika jew il-korrezzjoni hekk kif provdut taħt 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.