

Before the Arbiter for Financial Services

Case ASF 015/2025

ZB

(Complainant)

vs

Bank of Valletta p.l.c.

(C-2833)

(‘Service Provider’, ‘Bank’, or ‘BOV’)

Hearing 30 May 2025

The Arbiter,

Having read and analysed the Complaint¹ submitted by the Complainant which in summary maintains that:

1. He has been living in Australia since 2016;
2. He came for a holiday in Malta in June 2023, and he noticed he was not receiving any mail at his St Paul’s Bay address;
3. During an appointment he had with the Bank’s branch at Bugibba, he realised that his profile address had been changed to an unrelated address in Rabat without his authority;
4. He exchanged extensive correspondence with the Bank which mainly centred about what he considered to have been a breach in his privacy rights when the Bank accepted a third-party request to change his profile address and, thus, becoming privy to all his private correspondence with the Bank;

¹ Pages (p.) 1 – 9 with attachments p. 10 - 149

5. The Complainant, in spite of BOV's denial that they have breached his privacy, filed a complaint with the OAFS on 20 January 2025, seeking as a remedy:

- a. Arbiter to order the Bank to disclose who and by what authority did a third party change his profile address on the Bank's records;
- b. Compensation for his loss of earnings because he maintains that he had been:

"stuck in Malta for a year and a half, where I could be working in Australia making good money as I am a builder contractor".

6. During evidence at the hearing of 23 April 2025, Complainant quantified his expectation for compensation as *"In Australia ... if I'm earning €60,000 a year, I have been here for nearly two years, so I am asking for compensation totalling €120,000."*

Reply

In their Reply,² the Bank stated:

1. *"Whereas Mr. ... ("the complainant") states that he wants "to know how my personal profile address details have been changed."³ Throughout his complaint he makes various unfounded allegations, all of which had already been addressed in the correspondence between the complainant, his lawyers and the Bank, some of which was attached by the complainant himself with his complaint.*
2. *Whereas the complainant explains that he had been living in Australia since 2016 and came to Malta in 2023 when he noticed that "none of my personal mail is being delivered to my personal address."⁴ Respectfully, this seems to be an issue with **all** of the complainant's post and not only the correspondence sent to him by the Bank. Thus, the complainant needs to raise this issue with the post office and not with the Bank.*

² P. 155 - 158

³ P. 5 of the complaint.

⁴ P. 4 of the complaint.

3. *Whereas the complainant then alleges that “I was told by my loan manager that my ex is doing stuff to my account.”⁵ This is a serious allegation which is completely unfounded since no customer can interfere with the accounts of another customer and even if this were to happen, the Bank would seriously investigate such an issue to bring an immediate end to it. According to the complainant, due to this issue, he contacted the Bank’s customer resolutions department and the Data Protection Department. However, he alleges that he “got nowhere” and that the Bank was trying “to cover up their breach of ethics” and that the Bank officials “refuse to communicate with me”⁶. Once again, this allegation is completely unfounded as both these departments provided him with the appropriate answer. In fact, the complainant himself attached the reply provided by the Bank’s Data Protection Office on the 23rd of October 2024, wherein a clear reply was given to the issue.⁷*
4. *Whereas as explained by the Bank’s Data Protection Office, there was no change of address of the personal accounts The complainant has in his own name, nor was there a change of address on his personal profile or his Visa Cards. The only change in address was with respect to a joint account which the complainant has with a 3rd party. As explained by the Bank’s lawyer to the complainant’s lawyer, with regard to a joint account, the Bank takes instructions regarding immaterial changes from both parties. In this case, the other party of the joint loan account requested to change the address where correspondence regarding that account was received.⁸ There was nothing material about this change, since the complainant would still have had visibility to his loan account statement through his internet banking. Moreover, as he stated himself, he had been living in Australia since 2016 and thus the other party of the joint loan account was not receiving the statements since they were being sent to the complainant’s address who was living abroad and thus not in a position to pass them on to her.*
5. *Thus, it is unfounded for the complainant to say that “since it’s a joint account 50/50 to my understanding both party’s have to be acknowledged, if there is any changes, an not one party has more power than the other.” Both parties*

⁵ *Ibid.*

⁶ P. 5 of the complaint.

⁷ P. 28 of the complaint.

⁸ P. 015 - 016 of the complaint.

have equal rights and obligations in respect of a joint loan, in fact material changes are implemented by the Bank upon signature of both parties. However, as already explained, the change in correspondence address was an immaterial change which in no way prejudiced the complainant since he still had full visibility of the loan account statement. The only change made was that the other party on the joint loan was receiving the physical copies of the statements, something which she has a right to

- 6. In view of the above, it is clear that the complainant has been given a clear explanation on why there was a change to the address of the joint account he has with a third party. There was no change to his “personal profile address”⁹ as he is alleging in his complaint.*
- 7. Whereas The complainant questions whether he is entitled to compensation since he’s “been stuck in Malta for a year and a half, where I could be working in Australia making good money as I’m a builder contractor.”¹⁰ Respectfully the Bank submits that it is not hindering the complainant to return to Australia if he wishes to do so. As already explained, he can view the loan account statement online via his internet banking, thus he does not need to be physically present in Malta. Moreover, the Bank did not cause the complainant to suffer any damage or prejudice by simply abiding by the instructions of the other party on the joint loan account. In fact, the complainant did not provide any evidence of any breach of Data Protection by the Bank and only made unfounded allegations.*
- 8. Whereas the complainant also alleges that the Bank did not give him a final reply¹¹ as it is obliged to do so by law. Once again, this allegation is completely unfound since the Bank sent him a final reply as per the below:*
 - The Bank’s Data Protection Office gave him a final reply on the 23rd of October 2024 as already explained above,*

⁹ P. 5 of the complaint.

¹⁰ *Ibid.*

¹¹ P. 2 of the complaint.

- *The Bank's Customer Resolutions department provided the complainant with a final answer regarding a separate issue on the 19th of February 2024 attached as 'DOC.A',*
 - *The Bank's lawyer provided a final reply to the complainant's lawyer on the 20th of November 2024, which is included in the correspondence marked as 'DOC.B'.*
9. *Whereas as can be seen from the above correspondence the Bank answered the complainant's query and addressed his issue. However, the complainant kept contacting the Bank representatives and making hostile allegations against them. Therefore, the Bank respectfully questions why the complainant is alleging that the Bank did not give him a final reply.*
10. *For the reasons articulated above, the Bank respectfully submits that the complainants' claims are unfounded in fact and law.*
11. *The Bank reserves the right to bring oral and documentary evidence in order to substantiate the defenses 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.*
12. *The Bank reserves all rights/actions pertaining to it at law, and respectfully requests the Arbiter to reject and dismiss the complaints' claims.*

With expenses."

Hearings

A first hearing¹² was held on 23 April 2025 for the proofs of the Complainant where he basically repeated what was in his Complaint.

Upon cross- examination he replied:

"I am being referred to what I said that I have been stuck here in Malta for these past two years.

Asked why the bank is preventing me from going back to Australia to continue carrying out my business (what is the link between that) and why should the bank compensate me for staying here in Malta when it is my decision to do so,

¹² P. 165 - 168

I say that I am not going back to Australia before I find out the information on what has happened regarding my personal profile. I have the right to know why this occurred without my consent.

I do not want to go back to Australia. I want to resolve my issues before I go back there. It is a lot easier to be here in Malta than being in Australia.

It is being said that the bank gave me a final reply when my lawyer contacted the bank through the bank's Data Protection Office about this issue of the address; and that this is the bank's position after the outcome of the investigation that the bank conducted after my allegation regarding the change in address.

It is being said that from the bank's end, this matter is resolved and that there is no further information that the bank can provide me with.

I say that when I went to this meeting, I was asked for my ID Card, as I explained before, she pulled up my personal screen and that is where we noticed that the address had been changed to Rabat.

I say that I do not want to leave till I get the answer. I understand that they are saying they cannot give me more information regarding this but, obviously, I do not want to leave until I know 100% how my details got changed.

That is my answer why I am staying here. I know that I can go back to Australia. Obviously, it is a little bit harder being there. Staying here would enable me to engage with my lawyer face to face.”¹³

At the second hearing held on 19 May 2025, BOV presented the evidence of Mr Aldo Mamo who stated:

“I am Aldo Mamo, and I have the role of Data Protection Officer for Bank of Valletta since around 2020 or 2021, I have been the DPO; but since 2018, for that period, I was also the Deputy D.P.O., by and large, the time that the general Data Protection Regulation came into force into 2018 so, almost since inception.

I say that I am familiar with Mr Fenech's complaint against the bank. There was another person who was actually on the ball but, obviously, I have been

¹³ P. 167 - 168

always kept informed even before its escalation before the Arbiter. And I also consulted as the DPO. Yes, I know the case very well.

<OMISSIS>

So, from a Data Protection point of view, we investigate whether there is a personal data breach as defined under GDPR, the Data Protection law. The information about the account was not sent to third parties, but one of the account holders. Indeed, both the account holders have a right to access their account. So, as defined under GDPR there is no breach, no personal data breach.”¹⁴

It was confirmed that the Bank made no report on this case to the office of the Data Protection Commissioner as, according to them, no breach of data was involved.

When the Arbiter asked Complainant if he filed a report with the Data Protection Commissioner, he stated:

“Yes, I have.

They said it's going to take a very long time. I did speak with them last week briefly, just to see what was going on. I reported that again in about, I think, January around the same time I reported it to the OAFS.

I rang them last week and they just said, ‘Look, there's no information we can give you at the moment. We are still investigating it. Obviously, it's going to take a long time because there's quite a lot involved.’

So, I said, ‘OK. Look, is there any chance that it is going to be ready by the end of the year because my biggest concern is that I want to be back in Australia with my family.’

I mean, I've been here now, as I said, nearly two years in July. Obviously, this matter is not going to be resolved in a matter of seconds. So, obviously I'm going to be still here in Malta for another year, two years.

¹⁴ P. 169 - 170

So, yes, I did make a complaint with the Data Protection Commissioner, and they are just going on with their case, and they don't know when it's going to be resolved.”¹⁵

Following the hearing, the parties agreed that final submissions were unnecessary and the case was put for a decision.

Analysis and observations

The Arbiter will decide this case as provided in Article 19(3)(b) of CAP 555 of the Laws of Malta by reference to what is fair, equitable and reasonable in the particular circumstances of this case.

At no stage during the process did Complainant bring any proof that the Bank had breached his privacy by giving access to his data to an unauthorised third party. All his claims that the Bank had changed his profile address (thus giving access to third parties to his private data) remained unsupported.

The Bank has explained that correspondence on the joint accounts was sent to the other account holder with whom the Complainant seems now litigating, but both joint accounts holders have equal rights of access to data in accounts in their name. This is no data protection breach.

The Arbiter disapproves of the threatening and offensive language the Complainant often used in exchanging correspondence with the Bank¹⁶ on this case and considers his claim for six-digit compensation as bordering on the frivolous and vexatious. In this age of easy communication, there is no reason why Complainant needs years' long physical presence to pursue his interests.

Furthermore, breaches of Data Protection are adjudged by the Data Protection Commissioner to whom the Complainant has already filed a report on his claims.

¹⁵ P. 171

¹⁶ P. 161

Decision

For reasons above described, the Arbiter is dismissing this Complaint and orders the parties to carry their own costs of these proceedings.

Alfred Mifsud
Arbiter for Financial Services

Right of Appeal

The Arbiter's Decision is legally binding on the parties, subject only to the right of an appeal regulated by article 27 of the Arbiter for Financial Services Act (Cap. 555) ('the Act') to the Court of Appeal (Inferior Jurisdiction), not later than twenty (20) days from the date of notification of the Decision or, in the event of a request for clarification or correction of the Decision requested in terms of article 26(4) of the Act, from the date of notification of such interpretation or clarification or correction as provided for under article 27(3) of the Act.

Any requests for clarification of the award or requests to correct any errors in computation or clerical or typographical or similar errors requested in terms of article 26(4) of the Act, are to be filed with the Arbiter, with a copy to the other party, within fifteen (15) days from notification of the Decision in terms of the said article.

In accordance with established practice, the Arbiter's Decision will be uploaded on the OAFS website on expiration of the period for appeal. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.