

## Before the Arbiter for Financial Services

Case ASF 201/2025

SL

(the 'Complainant')

vs

Foris MT Limited

Reg. No. C 90348

(the 'Service Provider' or 'Foris')

### Sitting of 5 June 2026

#### The Arbiter,

Having considered in its entirety the Complaint filed on 26 August 2025<sup>1</sup>,

#### The Complaint

Where, in summary, the Complainant claimed that a flight booked on 22 July 2025 using his Foris credit card resulted in the amount of €488.34 being charged three times to his account. He is accordingly requesting refund for €488.34 x 2 = €976.68 which he claims he has been overcharged.

In support of his claim, he presented an extract of his card transaction history in XL format<sup>2</sup> and a screen shot of his App view showing the three charges<sup>3</sup>.

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<sup>1</sup> Pages (p.) 1 - 6 and attachments p. 7 - 35

<sup>2</sup> P. 16

<sup>3</sup> P. 18

## Reply

In their reply,<sup>4</sup> Service Provider explain that Complainant became their customer on 13 September 2021 and he was given a Crypto.com (brand name of Foris) Prepaid Card.

They explain that one of the three entries that Complainant claim as having been charged was in fact a reversal of the '*erroneously duplicated second charge*' so that, in effect, the second and third charge neutralised each other meaning that the Complainant was charged only the original amount of €488.34.

In support of their position, they sent a statement showing that the balance after the first charge was €1,102.92 and the same balance was restored once the third entry reversed the second error charge<sup>5</sup>.

In their correspondence with the Complainant by email of 14 August 2025,<sup>6</sup> Service Provider acknowledged a '*design flaw*' which can cause confusion in not distinguishing properly between charges and refunds. They stated they are looking to improving the design to avoid confusion to their clients.

## Hearing

A hearing was held on 05 May 2026 where the parties largely restated their positions.

The Arbiter pointed out to Complainant that whereas Foris sent evidence showing the end balance after each transaction and, thus, showing that he was only charged once and not three times as he claimed, his submissions are transactions of entry without corresponding resulting balance.

The Arbiter requested Complainant to submit evidence in a statement style showing end balance after each transaction.

On same day after the hearing, he submitted an email<sup>7</sup> with supporting extracts of transactions which however did not contain the resultant balance after each transaction (though it contained the equivalent in USD which is quite irrelevant

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<sup>4</sup> P. 43 - 46

<sup>5</sup> P. 46

<sup>6</sup> P. 28

<sup>7</sup> P. 51

for the purpose of this Complaint)<sup>8</sup>. This extract still showed three transactions of €488.34<sup>9</sup> with a negative sign<sup>10</sup>.

In reply, Foris sent an email dated 25 May 2026<sup>11</sup> explaining in more detail how their entries reflect both the initial blockage of funds when the transaction originates from the merchant and how the entry morphs to an actual charge eventually.

Attached to this email was an extensive XL document showing how the original and the duplicate charge originated on 22.07.2025 (XL rows 722 and 723) with balance deducted for both entries at the pre-authorisation stage. These then appear on 23.07.2025 (XL rows 725 and 726) as actual charge without further balance reduction and a reversal entry on the duplicate charge on same date (XL row 727) again without change to the balance. The actual balance restitution is shown on 31.07.2025 (XL row 788) with balance increasing accordingly by the refund of the second erroneous charge<sup>12</sup>.

### **Analysis and considerations**

The Arbiter appreciates that the design flaw admitted by the Service Provider causes confusion when reversing an error which may appear to be a third charge rather than a reversal of the erroneous second charge.

The Arbiter considered the final proof of this matter by looking at the balance after each entry, something which the Complainant seemed unwilling or unable to do.

Consequently, the Arbiter is satisfied that the Complainant has only been charged once and no refund for two extra charge entries is due.

### **Decision**

In view of the above, the Arbiter is dismissing this Complaint.

However, given the admitted design flaw which caused genuine confusion to the Complainant in presenting this Complaint, the Arbiter feels a gesture

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<sup>8</sup> P. 53 - 76

<sup>9</sup> P. 54

<sup>10</sup> Foris admitted to a design flaw in this respect.

<sup>11</sup> P. 77 - 79

<sup>12</sup> P. 81

compensation would be appropriate in this case for the moral stress and extra work that Complainant has had to undergo.

**In terms of article 26(3)(c)(iv) of CAP. 555, the Arbiter is ordering Foris MT Limited to pay compensation damages to the Complainant for a token amount of €250 (two hundred and fifty euro).**

**Each party is to bear its own costs of these proceedings.**

**Alfred Mifsud**

**Arbiter for Financial Services**

**Information Note related to the Arbiter's decision**

*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. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.