

Before the Arbiter for Financial Services

Case ASF 212/2025

FD

(‘the Complainant’)

vs

Foris DAX MT Limited

(Reg. No. C 88392)

(‘Foris’ or ‘the Service Provider’)

Sitting of 31 December 2025

The Arbiter,

Having seen the Complaint¹ made against Foris DAX MT Limited relating to its sudden withdrawal of benefits under its loyalty scheme ‘Royal Indigo Visa card’ through which Complainant was entitled to 4 free Priority Pass lounge visits per calendar year.

He claims that on 1 January 2025, he was credited with these benefits but these benefits were withdrawn on 2 September 2025 when Foris suddenly announced changes to its ‘Level Up Program’ whereby they restricted these benefits to user categories that did not include the Complainant.

He complained that this is unfair as if he had ‘consumed’ his benefits before 2 September 2025 in which case, he would have benefitted like many others did in his position. So, he felt he was being discriminated against.

¹ Pages (p.) 1 -8 and attachments p. 9 - 16

He maintains there was a breach of his contractual rights and consumer protection in terms of EU Directive 93/13/EEC.

By way of compensation, he seeks restoration of his 4 visits rights to be topped up by 2 passes to 6 and a goodwill payment of €250 to cover time lost, inconvenience and administrative burden caused by the removal of benefits.

Reply

In their reply² of 1 October 2025, Foris:

1. Challenged the competence of the Arbiter to hear and adjudge this complaint given that CAP. 555 which regulates the operation of the Office of the Arbiter confers to the Arbiter jurisdiction over disputes concerning the provision of financial services to eligible customers. They maintain that this dispute is purely related to marketing and publicity issues with no content relating to financial services and as such falls outside the competence of the Arbiter.
2. Furthermore, they argue that on merits they had every right to effect the changes complained of, according to the Terms and Conditions of their Level Up program relating to clauses in such T&C quoted in their reply.

Hearing

A hearing was held on 4 December 2025 where the Arbiter informed the parties that whilst the arguments of each side were clear and there is little room for further submissions or evidence on the merits of the case, he has first to decide whether to uphold or deny the preliminary plea raised by the Service Provider.

Decision

As reported in decision ASF 224/2024³:

² P. 20 - 25

³ https://financialarbiter.org.mt/sites/default/files/oafs/decisions/2442/ASF%20224-2024%20-%20OK%20vs%20Foris%20DAX%20MT%20Limited_0.pdf

Reference is made to Jean Luke Azzopardi vs BNF Bank p.l.c. (COA – 13.10.2021) where the Courts clarified that the Arbiter’s competence is limited to that established by law and specifically stated that ‘Din il-Qorti mill-ewwel qiegħda tagħmilha ċara li mhux kull imġiba ta’ provditur tas-servizz finanzjarju tista’ jew għandha tiġi mistħarrġa mill-Arbitru, anki esklussivament, altrimenti l-Kap. 555 kien jagħti kompetenza assoluta, iżda l-għan ta’ din il-liġi ma kienx dan.’

A loose translation of the Maltese text would be:

‘This Court is immediately making it clear that not every conduct of a financial service provider can or should be reviewed by the Arbitrator, even exclusively, otherwise theCAP 555 would have conferred absolute competence, but that was not the purpose of this law.’

For reasons already elaborated in Case ASF 224/2024, the Arbiter considers that the Service Provider’s claim of his not having competence to adjudge a matter concerning marketing terms and conditions not related to any financial service or products, has merits and is accordingly dismissing the Complaint without further consideration.

This is without prejudice to the Complainant’s right to seek justice in a court or tribunal competent to hear his case.

Parties are to carry their respective cost 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.