Quddiem l-Arbitru għas-Servizzi Finanzjarji

Każ ASF 231/2025

ZO

(Ilmentatur)

vs

Bank of Valletta p.l.c.

(C-2833)

('BOV', 'Bank', jew 'Fornitur tas-Servizz)

Seduta tat-28 ta' Novembru 2025

L-Ilmentatur talab lil BOV jirrifondi spejjeż ta' €124 rigward biljetti ta' trasport li xtara onlajn bil-VISA card tal-Bank nhar il-5 ta' Mejju 2025 mis-sit elettroniku ta' *merchant 'Tourist Point SRL 9 Conet Pass- Milano'* bi preparazzjoni għas-safra sa Milan fit-28 ta' Mejju 2025. Il-Bank naqsu billi ma għamilx ir-rifużjoni mitluba.

L-Ilment[1]

L-ilment ġie rreġistrat mal-Uffiċċju tal-Arbitru fit-8 t'Ottubru 2025 fejn l-Ilmentatur sostna illi:

"I had bought through the internet and paid through the BOV VISA card no. transport tickets for our visit to Milano. These tickets were NEVER sent to me on line and after the procurement, I received an email that I had to collect them from a kiosk that was very far away from the Linate Airport.

There was nothing in their website that tickets were to be collected as in that case I would have never purchased them. A recent research about this company it transpired that it is a scam and scammed a lot of people.

[1] Paġna (p.) 1- 6 u dokumenti annessi p. 7 - 37

BOV had let me down because they are quoting what there is in the T&C of this fake/scam site and what the foreign bank is saying and they are not paying attention that it is not true that they sent the tickets and I did not use them when in fact in one of their e-mails they told me to go and collect them. Also as a provider with their esteemed client they are not protecting me but protecting a scammer that scammed a lot of people."[2]

It-talba kienet elaborata f'email li l-Ilmentatur kien bagħat lill-BOV nhar it-30 ta' Settembru 2025, fejn qal:

"*Dear Sir/Madam,*

BOV Chargeback Ref: Claim 2224

On the 30th June 2025, we appealed to your Chargeback Department to request a refund for travel cards we never collected, let alone used. This request was supported by a number of documents. A copy of this letter together with the appendices is attached.

On the 30th August 2025, following the Chargeback Department's advice and after reading the foreign bank's reply, we took the claim to Pre-Arbitration. Further supporting documents were provided. However, your Chargeback Department, deemed it fit to believe the misrepresented reply of the foreign bank against our side of the story. A copy of this letter together with the appendices is also attached.

On the 24th September 2025, we wrote to the Office of the Arbiter for Financial Services (OAFS) who advised us to take the matter up with BOV Customer Resolutions and to get back to them with your reply.

Kindly note that we are seeking to obtain a refund of €124 for travel cards never used. This amount was paid to Tourist Point SRL (for Conet Pass — Milano) and the transaction date was 5th May 2025.

I cannot emphasise enough that it is subtle deception to say that we received the tickets and used the service. We feel that although we accepted the T&C this was done in good faith with the understanding that we were to receive the service.

[2] P. 2

Once this service was not delivered these Terms and Conditions become null and void.

Regards,

ZO"[3]

Ir-Risposta

Fir-risposta għall-ilment, BOV qalu:

"Whereas the complainant does not dispute the authorisation of the transactions but alleges that the service was not delivered. In his complaint dated 30th September 2025, he states, "It is subtle deception to say that we received the tickets and used the service. We feel that although we accepted the T&C this was done in good faith with the understanding that we were to receive the service. Once this service was not delivered these Terms and Conditions become null and void"[4]*;*

Whereas the Bank respectfully submits that the complainant's assertion of "subtle deception" is unsupported by any evidence. The complainant has not provided any proof that the merchant failed to deliver the service, nor has he demonstrated that he made reasonable efforts to collect the tickets beyond a single visit to the kiosk. The merchant provided clear instructions via email on two sperate occasions, including location, opening hours, and directions. The complainant's decision to forego collection due to personal inconvenience does not constitute merchant failure and nor should the Bank be held liable simply due to the fact that the complainant did not do his utmost to obtain a service he paid for because he deemed it as an 'inconvenience';

Whereas the Bank is not a party to the merchant-client contract and cannot intervene in the merchant's obligations to fulfil such contract. The Bank's role is limited to processing and authenticating payment transactions and subsequently facilitating dispute resolution under Visa's chargeback framework. The Bank cannot override the merchant's Terms and Conditions or compel the foreign acquiring bank to issue a refund;

Whereas the complainant alleges that the Bank is "protecting a scammer", the Bank strongly refutes this claim. Tourist Point SRL is a registered merchant

[3] P. 7
[4] Ibid.

operating under the Conet Pass brand, and the transaction was processed through a legitimate acquiring bank. The complainant has not presented any evidence of fraud which can be duly verified, nor has he submitted any formal complaint made to any law enforcement or consumer protection authorities regarding "the fraudulent merchant". The only reference to alleged scams is a vague mention of Facebook testimonials, which were not authenticated. In view of this, the Bank respectfully submits that it cannot act on hearsay or social media commentary;

Whereas the complainant claims that the collection point was impractical, the Bank notes that the merchant's emails clearly indicated the pick-up location and opening hours. The complainant admits to receiving these emails and even attempted to confirm the location via email. However, he did not follow up with alternative contact methods or attempt collection on multiple days. The Bank submits that the complainant's failure to collect the tickets was due to his own personal choices and not merchant misconduct;

...

Whereas the complainant's claim is based on alleged non-delivery of service, not unauthorised use. Under Visa rules, chargeback rights for non-delivery require objective documentation proving merchant failure. The complainant did not provide such documentation beyond his own assertion and unverified screenshots. The merchant's Terms and Conditions, which were accepted at point of sale, clearly stated that the tickets were non-refundable. The Bank was therefore procedurally barred from pursuing the matter further under a claim of fraud;

Whereas the Bank further submits that it is procedurally and contractually bound by the Visa chargeback framework. It is therefore unfair and legally misplaced for the complainant to allege that the Bank "sided with the merchant" when in fact the Bank had no discretion to override the acquiring bank's decision. The complainant's dissatisfaction with the merchant should not be redirected toward the Bank, which fulfilled its obligations and escalated the matter as far as permitted;

Whereas the complainant alleges that the Bank failed to protect him and sided with the merchant, the Bank respectfully submits that it acted diligently, transparently, and in accordance with all applicable procedures. The complainant was guided through the correct dispute process, including

escalation to Pre-Arbitration, and was informed of the option to proceed to Arbitration;

Whereas the Bank proactively supported the complainant throughout the process, including authentication, guidance on chargeback submission, escalation to Pre-Arbitration, and notification of next steps. At no point did the Bank obstruct or delay the complainant's access to remedies. The Bank's conduct was consistent with its obligations under internal policy and Visa regulations. However, no reply was forthcoming from the complainant following the Bank's invitation to proceed to Arbitration. As the Bank cannot initiate Arbitration without the cardholder's explicit consent and acceptance of the applicable fees, it was unable to proceed further, and the case was closed accordingly;

Whereas while the Bank acknowledges the complainant's frustration regarding the merchant's conduct, it must be emphasised that the Bank is not responsible for the merchant's fulfilment obligations. The Bank's role is limited to the processing and authentication of payment transactions, which in this case were securely executed and confirmed by the complainant."[5]

Seduta

Waqt is-seduta għall-provi tal-Ilmentatur, li nżammet fid-19 ta' Novembru 2025, l-Arbitu talab lill-Ilmentatur jispjega għaliex jaħseb li l-Bank huwa obbligat li jagħmel tajjeb għal dak li ġarrab.

L-Ilmentatur emfasiżża li l-Bank per se ma għandux ħtija u mhux qed jitlob rifużjoni mill-Bank. Iżda qed jippretendi li l-Bank jibqa' jinsisti mal-*merchant* u mal-bank tiegħu biex jirritornaw il-flus li ħallas għax is-servizz ma ħadux tort tal-ostruzzjoni li sab biex jiġbor il-biljetti.

Il-Bank spjega li dan mhux possibbli għax diġà għamel żewġ talbiet (chargeback u pre-arbitration) li ġew rifjutati u, għalhekk, l-unika ħaġa li seta' jsir huwa li tinfetaħ kawża ta' arbitration mal-VISA li tinvolvi spejjeż ta' €500 għal min jitlef il-kaz.

L-Ilmentatur ikkonferma li mhux lest jirriskja €500 biex jinfetaħ arbitraġġ formali mal-VISA.

[5] P. 42; 45

Deċiżjoni

Skont Artiklu 19(3)(b) ta' KAP. 555 li jirregola l-operat ta' dan l-Arbitraġġ, l-Arbitru jrid jasal għal deċiżjoni li tkun ġusta, ekwa u raġonevoli.

Wara li eżamina bir-reqqa s-sottomissjonijiet kollha tal-partijiet li saru fil-kors tal-proċess ta' dan l-ilment, l-Arbitru jasal għall-konklużjoni li jiċħad dan l-ilment waqt li jordna li l-partijiet iġorru l-ispejjeż rispettivi tagħhom.

Filwaqt li l-Arbitru jifhem il-weġgħa tal-Ilmentatur li jħoss ruħu ingannat minn merchant bi kredenzjali suspettużi, mhux floku jippretendi li l-Bank jerfa' piż il-ħtija ta' ħaddieħor meta, fil-fatt, il-Bank għamel dak li kien possibbli biex iġib rifużjoni.

L-Arbitru jinnota dak li qal l-Ilmentatur fis-seduta li huwa li aktar minn rifużjoni, jrid jikxef l-aġir suspettuż tal-merchant ħalli ħaddieħor ma jiġix ingannat. Biex jintlaħaq dan l-għan, l-aħjar isir rapport lill-pulizija tas-Cyber Crime Unit, u forsi wkoll mal-Uffiċċju għall-Affarijiet tal-Konsumatur[6] biex jara hux il-każ li dawn jużaw il-kuntatti internazzjonali tagħhom għal dan il-għan.

L-Arbitru wkoll jirrimarka li l-prevenzjoni hija aktar effettiva minn soluzzjoni li ħafna drabi tkun illużorja. Tajjeb għalhekk li wieħed qabel iħallas lil xi merchant li ma jafx min hu, jirriċerka sew ir-reputazzjoni tiegħu fuq siti apposta li joffru dan is-servizz.

Alfred Mifsud
Arbitru għas-Servizzi Finanzjarji

[6] Office for Consumer Affairs https://mccaa.org.mt/Section/index?sectionId=1061

Nota ta' Informazzjoni relatata mad-Deċiżjoni tal-Arbitru

Dritt ta' Appell

Id-Deċiżjoni 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-Deċiżjoni jew, fil-każ li ssir talba għal kjarifika jew korrezzjoni tad-Deċiżjoni 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-Deċiżjoni skont l-artikolu msemmi.

Skont il-prattika stabbilita, id-Deċiżjoni 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.