

UY

(‘Complainant’)

Vs

Foris MT Limited

Reg. No. C 90348

(‘Service Provider’ or ‘Foris’)

Sitting of 22 June 2026

Complaint

This Complaint¹ relates to a claim that a payment of €2,750 made through an Apple Pay Top-Up to Complainant’s account with Revolut was unauthorised in terms of the provisions of PSD 2 (Directive EU 2015/2366) and, therefore, the Complainant was entitled to a full refund from the Service Provider.

He argues that he never knowingly authorised the payment. He maintains that the OTP (One Time Password) and 3DS (3D Secure) code were given under fraudulent circumstances which do not amount to authorisation, but merely to authentication of the payment.

Reply

In their Reply,² the Service Provider informed that Complainant had been a customer since 2020 and was issued with a Crypto.com (brand name of Foris) prepaid card.

¹ Pages (p.) 1 to 6 and attachments p. 7 - 15

² P. 19 - 21

They report that on 16 September 2025, Complainant reported he had made a payment with his prepaid card using Apple Pay to his Revolut account by mistake. He asked for initiating of chargeback procedure to recover the payment.

This request was refused on the basis that Foris had no right to raise a chargeback on his behalf as the payment was properly authorised and it was up to Complainant to initiate proceedings to transfer the payment from Revolut back to his card account.

Hearings

A hearing was set for 25 February 2026, but Complainant failed to make presence.³ The Arbiter warned that if Complainant failed to attend a rescheduled hearing, he would consider the Complaint abandoned.

Just before a second hearing scheduled for 15 April 2026, Complainant informed that he had not found a translator to assist him in the proceedings and requested to conduct the process by written procedure.⁴

On same date, the Arbiter issued a decree giving time till end June 2026 for the Complainant to confirm that he found a translator to assist him in the hearing.⁵

On 07 May 2025, Complainant again filed a request to conduct proceedings by written procedure citing health conditions, financial hardship and sufficiency of evidence as justification.⁶

By decree of same date, the Arbiter stated:

“For the Arbiter to consider accepting to proceed with written procedure Complainant is required to submit by 15 May 2026 a written declaration in English, sworn before a Notary or empowered attorney, stating:

1. *He confirms on oath or solemn declarations all communications made to date.*
2. *Explains what '**clear proof that the transaction was unauthorised**' as stated on page 3 of his complaint.*

³ P. 22

⁴ P. 26

⁵ P. 27

⁶ P. 29 - 30

3. *Explains why he is seeking refund from Service Provider when the transfer was credited to his own Revolut account, which means that, even if hypothetically not authorised, the funds were still under his control.*
4. *Explains why Service Provider should be held responsible for any transfer of these funds effected on his Revolut account.*

On receipt of this information the Arbiter will decide whether to proceed by written procedure, in which case Service Provider will be invited to submit written cross-examination questions.

If Service Provider has any objections to adoption of written procedure, they should raise them with explanation by 15 May 2026.”⁷

Foris objected to conduct by written procedure by their submission of 15 May 2026.⁸

Complainant made no submissions by 15 May 2026, as requested by the Arbiter.

On 09 June 2026, Complainant sent an email⁹ replying to the Service Provider’s submissions of 15 May 2026 (above referred to) where Foris explained why it is necessary to hold a hearing in person with possibility for cross-examination of evidence.

Complainant also attached chats he had with Revolut where he firstly asked Revolut to issue a declaration that:

“The Apple Pay top-up was fully cancelled or not completed to my Revolut account, and no funds were received or credited to me from this transaction”.¹⁰

Revolut declined to issue such declaration which they considered inaccurate¹¹ and instead issued a declaration stating:

“Based on the transaction details, the Apple-Pay top-up of €2,750 on 15 September 2025 was successfully processed and the funds were credited to your Revolut account.”¹²

⁷ P. 31 - 32

⁸ P. 33 - 35

⁹ P. 36 - 54

¹⁰ P. 47

¹¹ P. 46

¹² *Ibid.*

However, the Complainant did not provide the information requested by the Arbiter in his decree of 07 May 2026, namely:

2. *“Explains what 'clear proof that the transaction was unauthorised' as stated on page 3 of his complaint.*
3. *Explains why he is seeking refund from Service Provider when the transfer was credited to his own Revolut account¹ which means that, even if hypothetically not authorised, the funds were still under his control.*
4. *Explains why Service Provider should be held responsible for any transfer of these funds effected on his Revolut account.”¹³*

Analysis and consideration

In terms of Article 25(3) of CAP. 555 of the Laws of Malta (The Act):

“The Arbiter shall hold at least one sitting for the hearing of the complaint.”

The Arbiter is not convinced that there is a justification for Complainant’s refusal to attend in person to such hearing assisted by a translator of his choice. A request to submit a sworn written declaration of his submissions has not been complied with.

Evidence that Complainant cannot attend hearings for medical reasons were sent under confidential cover which the Arbiter is not elaborating upon.

Furthermore, the requested additional information¹⁴ in terms of Article 25(5) of the Act has not been submitted.

Decision

In terms of the proviso to Article 22(4) of the Act, the Arbiter hereby decides not to continue hearing this Complaint due to:

1. Failure of submission of requested additional information.
2. Failure to attend hearing without justification.

Furthermore, based on the written submissions, even without the opportunity for cross-examination, the Arbiter sees no case for upholding this request as:

¹³ P. 31

¹⁴ P. 31 points 2, 3, 4.

1. Complainant admitted that the transfer to his Revolut account “***was made by mistake***”.¹⁵

Making a payment by mistake especially if the transaction is authorised by 3DS with the necessary OTP,¹⁶ does not render the transaction unauthorised triggering the refund obligations envisaged by the PSD2.

2. Card transactions fully authorised by 3DS do not qualify for chargeback procedures under the card rules especially if the transfer was made to an account where the transferor is the beneficial owner making it a me-to-me payment.
3. Revolut confirmed unequivocally that the payment was credited to Complainant’s account. If the funds are still on his account with Revolut, he has full facility to return them to origin. If these funds are no longer on his account with Revolut, what happened to the funds from the point of their receipt onwards is not the responsibility of Foris but is a matter for Complainant to sort out with Revolut.

For reasons explained above, the Arbiter is dismissing this Complaint and orders parties to carry their 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

¹⁵ P. 20

¹⁶ P. 10

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.