

Każ ASF 015/2026

NU

(‘l-Ilmentatur’)

vs

Bank of Valletta p.l.c. (C 2833)

(‘BOV’, ‘il-Bank’ jew ‘il-Fornitur tas-Servizz’)

Seduta tat-30 ta’ Settembru 2026

L-Arbitru,

Wara li ra l-Ilment¹ magħmul kontra l-BOV dwar problemi li ffaċċja fis-sistema *3D Secure* imħaddma mill-Bank li permezz tagħha jkun jista’ jirreġistra fuqha *cards* tal-Bank u biha jkun jista’ japprova pagamenti rigward xiri li jagħmel onlajn.

Huwa spjega li l-qofol tal-ilment kien:

“This complaint concerns a serious service and communication failure by Bank of Valletta p.l.c. (BOV) in relation to the management of my card’s 3D Secure enrolment, the reliability of information displayed on the Bank’s official mobile application, and the Bank’s subsequent refusal to accept responsibility or provide redress.

During the period in question, I experienced failed and declined online card transactions that required 3D Secure authentication. At all material times, I relied on the Bank’s official mobile application as the authoritative and primary channel for monitoring the status of my card and its security

¹ Paġni (p.) 1 - 8 u paġni annessi p. 9 - 15

features. The application consistently displayed my card as actively enrolled in the 3D Secure service. There was no indication whatsoever—visual, written, or otherwise—that the service had been suspended, deactivated, or required re-enrolment.

At no point did the Bank notify me, whether by mobile application notification, SMS, email, letter, or telephone, that my card had been de-enrolled from 3D Secure. I was therefore led to reasonably and legitimately believe that the service was fully operational. As a customer, I had no technical means to verify backend system records or to suspect that the information shown on the Bank's own application was inaccurate or misleading.

Following my complaint, the Bank informed me that, according to its internal records, my card had been de-enrolled from the 3D Secure service on 26 August 2025 and later re-enrolled on 18 December 2025. This explanation highlights the core issue of this complaint: a clear discrepancy between the Bank's internal systems and the information presented to the customer through its official application. Any such discrepancy is entirely within the Bank's control and responsibility.

If the 3D Secure service was indeed terminated in August 2025, the Bank's failure to notify me constitutes a serious lapse in its duty of care, transparency, and fair treatment of customers. The absence of notification is particularly problematic given the foreseeable consequences of such de-enrolment, including declined transactions, disruption, inconvenience, and potential reputational embarrassment. These consequences did, in fact, materialise.

The Bank has suggested that the de-enrolment may have occurred via my device or following contact with customer services. I categorically deny intentionally requesting or authorising any such de-enrolment. Moreover, even if a technical action occurred at backend level, the continued display of active enrolment on the Bank's application should have triggered internal safeguards, alerts, or customer notifications. None were provided.

Despite these facts, the Bank has rejected my request for compensation and declined to issue an apology, asserting that no irregularities were identified. This position fails to address the misleading application status, the lack of notification, and the unreasonable expectation that a customer should somehow detect or anticipate hidden system changes contradicting the Bank's own interface.

In summary, this complaint is not merely about the technical status of 3D Secure enrolment, but about the Bank's failure to provide accurate information, its failure to communicate a critical service change, and its refusal to accept responsibility for the resulting inconvenience and disruption. I am therefore requesting the Arbiter to assess the Bank's conduct, determine liability, and recommend appropriate redress, including an apology and compensation.”²

Bħala rimedju talab lill-Arbitru jordna lil BOV:

1. jammettu n-nuqqasijiet li:
 - a. ma ġiex notifikat meta kien hemm *unenrolment* tal-card;
 - b. is-sistema baqgħet turi li l-card kienet fil-fatt *enrolled*;
 - c. ma ħarġux apologija li talab għan-nuqqas ta' servizz li seta' wassal għal konsegwenzi meta l-card li kienet tidher *enrolled* fuq is-sistema, fil-fatt, ma kinitx.
2. Iħallsu kumpens ta' €300 għall-inkonvenjenza u telf ta' ħin (€150), 'distress and embarrassment' (€100) u xogħol amministrattiv biex irreġistra l-ilment (€50).
3. Jikkonfermaw li ħadu miżuri korrettivi biex kliġenti oħra ma jkollhomx l-istess esperjenza tiegħu.

Risposta

Ikkunsidra wkoll, fl-intier tagħha, ir-Risposta tal-Fornitur tas-Servizz³

² P. 3

³ P. 20 - 24 u paġni annessi p. 25 - 26.

Fejn il-BOV spjega u ssottometta kif ġej:

“II. The Bank’s Point of View

3. Whereas the Bank’s records⁴ show a clear timeline of events:

(a) 26th August 2025 at 17:08:39 – The Complainant’s card was successfully enrolled into the 3D Secure;

(b) 26th August 2025 at 18:10:53 – the enrolment was closed, meaning the card became unenrolled.

(c) 18th December 2025 at 10:30:32 – A new enrolment was completed, and this enrolment remains active to date;

4. Whereas on the 26th August 2025⁵ at 17:02, the Complainant contacted the Bank’s Customer Service Centre (“CSC”) because he was not receiving the 3DS notification required to complete an online transaction. CSC guided him through the steps to unenroll and re-enrol so that the application could refresh. The Complainant followed this advice, and the system shows that he re-enrolled successfully at 17:08⁶. Later that evening, at 18:10, the card again became unenrolled. When the Complainant contacted CSC again in December 2025 after a failed flight purchase, the CSC agent immediately identified that the 3DS application on his device was not set up correctly and assisted him in restoring proper configuration;

5. Whereas the Bank carried out a review of its internal process logs for the period 18:08 to 18:13 on the 26th August 2025⁷, which covers the exact moment of the unenrolment at 18:10:53. These logs show no manual action, no back-end process, and no task initiated by the Bank capable of leading to an unenrolment. The Bank further confirms that no application changes or updates were done in August 2025 that could explain an automatic unenrolment;

⁴ Doc. A

⁵ Oriġinarjament miktuba bħala 18th December 2025, iżda mibdula skont p. 27

⁶ *Ibid.*

⁷ Doc. B

6. Whereas the online authentication attempts recorded in December 2025 show the reason “No active authentication schemes”, which is exactly what the system displays when a card is not enrolled in 3DS. This explains the failed transactions in December and is fully consistent with the fact that the card was not enrolled during that period;

7. Whereas it is important to clarify that only the customer can initiate 3DS enrolment from the mobile application. The Bank cannot enrol a customer into 3DS on his behalf;

8. Whereas the system only recognises two ways in which 3DS unenrolment can occur:

(a) the customer taps the “UNENROLL” button inside the app; or

(b) CSC manually closes the record upon the customer’s request, which always leaves a traceable entry in the Bank’s logs;

9. Whereas the Bank’s logs show no CSC manual intervention, which excludes possibility (b);

10. Whereas, given the system design, the absence of any action by the CSC, and the absence of any process initiated by the Bank, or application update, the unenrolment at 18:10:53 on the 26th August 2025 could not have been caused by the Bank. Thus, the Bank submits that the only remaining explanation consistent with the evidence is unenrolment initiated by the Complainant;

11. Whereas the Bank’s records consistently show that there was no silent system removal, no internal action, and no update in August that could account for the unenrolment. The internal logs covering the relevant minutes show only routine automated tasks unrelated to 3DS enrolment. Accordingly, the evidence does not support the Complainant’s claim that the Bank removed him from 3DS without his knowledge;

12. Whereas the Bank acknowledges that the Complainant states that the app “appeared” to show the card as enrolled. However, for 3DS purposes, the back-end status is what determines whether authentication can proceed. The presence of the card image in the app does not mean that

the card is enrolled. The failed authentication attempts marked “No active authentication schemes” match the back-end showing no active enrolment at the time. CSC also confirmed that on the 18th December the 3DS app on the Complainant’s device was not set up correctly, and this was corrected;

13. Whereas the Complainant states he received no notification that 3DS had been closed. The Bank notes that he had already been instructed by CSC at 17:02 to perform an unenroll/re-enrol operation, which he completed at 17:08. The later unenrolment at 18:10 was not caused by a Bank process, and there was therefore no event that the Bank would have been required or able to notify. When the Complainant contacted CSC again in December, the misconfiguration was identified and resolved;

14. Whereas the Bank submits that the sequence of events is clear and supported by objective evidence:

(a) The Complainant unenrolled and re-enrolled following CSC’s guidance at 17:08;

(b) The card became unenrolled again at 18:10 without any Bank or CSC action; and

(c) The Complainant re-enrolled again on the 18th December, after which the service remained active;

15. Whereas the Bank respectfully submits that these facts do not support a finding of fault on the part of the Bank;

III. Rebuttal of Remedies Sought

16. Whereas the Complainant seeks (i) a formal written apology for what he describes as a service failure, misleading application information, and lack of notification; (ii) financial compensation of €300 (€150 inconvenience/disruption, €100 distress/embarrassment, €50 administrative time); and (iii) written confirmation that the Bank has “fixed its systems” so that the application display always mirrors the back-end and customers are notified of any future service changes. The Bank respectfully submits that none of these remedies is warranted on the

evidence, that causation has not been established, and that the Complainant has not met the evidential burden required to support a compensatory award;

17. Whereas first, an apology presupposes a finding of a fault on the part of the Bank. As established by the facts addressed, no act or omission by the Bank exists to justify any such apology;

18. Whereas secondly, as to compensation, the Complainant must show on the balance of probabilities a Bank error, a causal link, and a loss quantifiable. In the present case, the Complainant has not provided evidence of the allegedly impacted transactions nor shown that any decline was directly caused by Bank wrongdoing. In the absence of such, the Bank respectfully submits that compensation for inconvenience and distress or embarrassment cannot be upheld;

19. Whereas thirdly, administrative time (€50) is not compensable in the abstract. No evidence has been produced of actual expense or extraordinary effort beyond the normal steps any customer takes when resolving a configuration issue, particularly where the records show that the handset application was misconfigured in December and then corrected with CSC's help. Again, there is no causal chain to a Bank error;

20. Whereas finally, the request that the Bank "fix its systems" and certify that the app will always mirror back-end status is premised on an assumption of systemic failure in August 2025 that the records do not support. The Bank's logs for the minute of the unenrolment show routine background processes only, and the Bank can confirm that no relevant application updates occurred in August. The platform behaved as designed: when not enrolled, 3DS authentication returns "No active authentication schemes." The matter was reviewed internally during complaint handling, and no Bank-side malfunction was found. General undertakings of the kind requested are therefore unnecessary for the resolution of this individual dispute;

IV. Conclusion

1. For the reasons articulated above, the Bank respectfully submits that the Complainant's claims are unfounded.

2. Chapter 555 of the Laws of Malta vests the Honourable Arbiter with the authority to decide a case on the basis, inter alia, of the Complainant's legitimate expectations and what he deems fair and equitable in the circumstances of the case. The Bank very respectfully submits that such element of fairness and a customer's legitimate expectations must reflect the balance between a customer's rights but also his own responsibilities, particularly when using the Bank's services. In this case, the proper use and maintenance of the 3D Secure application lie with the customer, and the technical records confirm that enrolment and unenrolment could only occur through customer action or a customer-requested CSC intervention, with no Bank-side system update or manual action causing the unenrolment complained of only have occurred from the customer's device.

3. The Bank reserves the right to bring oral and documentary evidence in order to substantiate the defences 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.

4. 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.

Doc. A The Bank's internal records showing a clear timeline of events on the 26th August and the 18th December 2025.

Doc. B The Bank's internal records for the period 18:08 to 18:13 on the 26th August 2025, which covers the exact moment of the unenrolment at 18:10:53.”⁸

⁸ P. 21 - 24

Seduti

Fl-ewwel seduta li nżammet fit-13 ta' Mejju 2026, l-Ilmentatur spjega:

“Ngħid li jien ridt nuża l-card u l-card ma ħadmitx.

Il-back end hija fil-faċilità tal-bank mhux tiegħi. Ngħid li ġiet unenrolled mingħajr ma għamilt xejn. Jien żgur li ma għamilt xejn, jiġifieri jekk kien hemm xi unenrollment kien min-naħa tal-bank. U nixtieq li l-bank, b'xi mod jew ieħor, jipprova li l-iżball kien min-naħa tiegħi.

Jiena naqbel li d-deċiżjoni tal-Arbitru hija dwar min għamel l-unenrollment tal-card tiegħi f'Awwissu.

Nixtieq li l-bank, li għandu l-back end u għandu s-software kollu f'idejhom (għax is-software huwa tagħhom u bilfors ikolli nuża lilhom bħala klijent), jagħtini prova, jekk huwa tort tiegħi, li jien għamilt l-unenrollment.

Jiena qed nitlob kumpens ta' €300 għall-frustrazzjoni, għall-ħela ta' ħin u għall-mod kif ittrattawni l-BOV bażikament li ma jaċċettawx żball tagħhom qishom infallibbli.”⁹

Fil-kontroezami qal:

“Mistoqsi naqbilx li jiena l-unika persuna li għandi aċċess għall-mobile tiegħi, ngħid, iva.

Nikkonferma li l-app tal-BOV qiegħda fuq dak il-mobile.

Mistoqsi meta kkuntattajt l-ewwel darba l-Customer Service fis-26 t'Awwissu segwejt l-istruzzjonijiet tagħhom, ngħid li, iva.

Mistoqsi nistax nispjega x'qaluli dakinhar, ngħid li l-bank għandu r-recordings kollha tat-telefonati milli nista' ngħid disa' xhur ilu x'qaluli u x'ma qalulix il-bank.

Ngħid li ma niftakarx; kien hemm problema li mbagħad kienet ġiet solvuta safejn niftakar jiena.

⁹ P. 27 - 28

Mistoqsi x'għamilt biex għamilt l-enrollment, ngħid li segwejt l-istruzzjonijiet tagħhom u bl-istruzzjonijiet tagħhom, ħadmet.

Mistoqsi naqbilx li l-app tħallini nagħmel l-enrollment u l-unenrollment tal-card tiegħi fuq it-3D Secure, ngħid li ma nafx. Biex nagħmel unenrolled, kelli nċempel lill-Customer Care, insegwi l-istruzzjonijiet u ngħid li ma kinitx a simple procedure.

Mistoqsi jekk inix qed ngħid li ma nafx jekk l-app tagħmilx l-unenrollment jew l-enrollment fuqha, ngħid li jien segwejt l-instructions u ma nafx eżattament kif inhuma.

Ngħid li jien qed inkun ċarissimu li dakinhar segwejt l-instructions; l-instructions ta' 26 t'Awwissu ma niftakarx. M'għandi l-ebda interess li nidhol fid-dettalji tas-sistema tal-back end tal-bank. Jekk tidhol fis-sistema, fil-logs, żgur mhux forsi jew qed nassumi li tkun secure u qiegħda ċara biżżejjed.

Mistoqsi jekk fis-26 t'Awwissu niftakarx jekk għamilt xi tibdiliet fis-security settings tal-app, ngħid li lanqas idea.

Mistoqsi jekk forsi segwejtx xi prompts fuq l-app, ngħid li lanqas naf x'inhuma prompts fuq l-app. Jien qiegħed hawn customer tal-bank u mhux irrid nifhem is-software ta' kif jaħdem is-security system tal-bank.

Qed jingħad li m'inix qed nigi mistoqsi fuq is-software imma għax ġieli titla' xi prompt fuq l-app biex inti tagħfasha u ssegwi ċerti struzzjonijiet.

Ngħid li ma nafx biha.

Mistoqsi huwiex possibbli li jien stajt għafast l-unenroll button fuq l-app, anke jekk mhux b'mod intenzjonali, ngħid li l-probabilità dejjem hemm imma l-possibilità hija zero. Ngħid li probabbilment li le.

Mistoqsi qrajtx ir-risposta tal-bank, ngħid iva, qrajtha.

Mistoqsi rajtx ir-records li huma dettaljati, ngħid li mhumhiex dettaljati imma hemm li jien ġejt unenrolled.

Qed jingħad li ma kienx hemm manual intervention min-naħa tal-bank jew xi system update.

Mistoqsi naqbilx, ngħid li r-risposta qrajtha imma jekk daħlu, jekk inbidlet, jekk is-sistema ġiet hacked, jekk kien hemm xi glitch fis-sistema tal-bank, jien m'inux kompetenti biex nikkonferma dan.

Mistoqsi x'dannu finanzjarju sofret, ngħid li qiegħda miktuba ċara fl-ilment tiegħi u l-bank weġibni għaliha u m'hemmx x'tispjega wisq.

Mistoqsi għandix provi xi nressaq f'dan ir-rigward, ngħid inkonvenjent, embarrassment u for administrative time spent; m'hemmx x'tipprova wisq. Simbolikament għax il-bank ma aċċettawx dan l-iżball u komplew jinsistu.

Mistoqsi għandix xi provi, xi ċertifikat mediku, ngħid li jiena m'għidtx li jien marid.¹⁰

Seduta oħra nżammet fis-26 ta' Ġunju 2026 għall-provi tal-Bank fejn xehed Steven Harrison b'hala *Lead Operations tal-Electronic Banking Unit* ta' BOV li qal:

“Ngħid li nokkupa r-rwol ta' Lead Operations tal-Electronic Banking Unit tal-Bank of Valletta għal xi tliet snin.

Ngħid li l-enrolment fit-3D Secure isir direttament mill-Application, mill-verification process li jsir fejn il-klijent idaħħal id-dettalji tal-card tiegħu u l-application iġġib il-verification mis-sistemi tagħna u l-card titla' enrolled fl-Application.

L-unenrolment tista' ssir b'żewġ modi: jew il-klijent jagħfas l-Unenrol Option Application jew minn ufffcjali tagħna tal-Bank of Valletta, dejjem fuq struzzjonijiet tal-klijent, li ssir manwali fis-sistemi tagħna.

Ngħid li għad-data tas-26 t'Awwissu 2025, il-logs juru registration fil-5.08 u unenrolment fis-6.10.

Ngħid li kulma juru l-logs huma r-registration li ma tidhirx li saret mill-ufficjali tagħna għax daww ikunu azzjonijiet irrekkordjati.

L-Arbitru jixtieq jikkonferma jekk fehemx tajjeb li l-unenrolment sar f'Awwissu. La l-logs tal-bank juru li ma kien hemm l-ebda inizjattiva

¹⁰ P. 28 - 29

interna jew sistema li ma ħadmitx, allura, bilfors saret mill-klijent billi għafas l-unenrolment button li hemm fl-App.

Ngħid li l-logs juru r-registration. Hemm ħafna fatturi involuti. Hemm l-Application tagħna fuq id-device tal-klijent, hemm id-device, hemm it-telecoms operatur, hemm is-sistemi tagħna, jiġifieri jiena kulma nista' ngħid hu li r-registration ma saritx minn uffiċjal tal-bank fuq is-sistema. Il-metodi huma dawk. Kien hemm aktar minn wieħed u mhux kollha fil-kontroll tal-bank, jiġifieri ma nistax neskludi 100% illi forsi seta' kien hemm fatturi oħrajn.

Mistoqsi mill-Arbitru jekk xi ħadd ikun irid jagħmel unenrolment u jagħfas l-unenrol button, ikunx hemm xi messaġġi biex tiġi kkonfermata l-unenrolment, ngħid li I am quite sure li hemm xi confirmation step, jiġifieri mhux taqbad u tagħfas l-unenrol u tiġi unenrolled mill-ewwel. Però, ili ħafna ma naraha b'għajnejja u l-proċess eżatt x'inhu ma nistax ngħidu biċ-ċert.

L-Arbitru jgħid li l-Ilmentatur jgħid li għandu l-App li qed turih li għandu l-card u li hi enrolled u jistaqsi kif ħadd ma jgħidlu li ma kinitx enrolled.

Ngħid li onestament qatt ma smajtha din li jkun unenrolled fis-sistemi tagħna u jkun jidher enrolled fuq l-Application.

Qed jingħad li ma hemmx fuq l-Application li l-card hi enrolled imma la hemm il-card wieħed jassumi li hi enrolled.

Ngħid li jekk il-card qiegħda hemmhekk ifisser li hi enrolled. Jekk il-card hija unenrolled fl-Application, int ser tehel fl-ewwel screen. Il-cards ma jkunux jidhru.

Jekk fis-sistema l-card hi unenrolled, allura, meta tiftaħ l-App, il-card ma tkunx tidher hemmhekk.

L-Ilmentatur jiddikjara li l-mistoqsijiet li kien ser jagħmel lix-xhud fil-kontroezami kienu dawk mistoqsija mill-Arbitru waqt ix-xhieda tax-xhud tal-bank.

L-Arbitru jiddikjara li hu ma kellux risposti definiti għal dawn il-mistoqsijiet u jagħti ċans lill-bank biex, jekk irid, jespandi aktar fuq dak

li qal is-Sur Harrison illum billi jibgħat dikjarazzjoni oħra, spjega tas-sistema ġaladarba tagħfas l-Unenrol Button u spjega għalfejn ġiet unenrolled mentri l-Ilmentatur qed jgħid li din xorta baqgħet tidher bħala enrolled.”¹¹

Wara s-seduta, Steven Harrison bagħat l-informazzjoni mitluba permezz ta’ din id-dikjarazzjoni:

“1. Qed nagħmel din id-dikjarazzjoni sabiex nipprovdi l-kjarifiki tekniċi mitluba mill-Onor. Arbitru fir-rigward tas-servizz 3D Secure.

2. Nikkonferma li meta klijent jagħfas “UNENROLL” fuq l-app tat-3D Secure, titla’ notifika li tgħid: “This will unenroll all your cards from this application. Proceed?” u l-klijent ikollu l-għażla bejn “CANCEL” u “OK”.

3. Nikkonferma wkoll li t-tneħħija mis-servizz 3D Secure tista’ sseħħ permezz ta’ żewġ modi, jiġifieri jew mill-klijent innifsu billi jagħfas “UNENROLL” fuq l-app innifisha jew inkella permezz ta’ intervent mill-Customer Service Centre fuq talba tal-klijent.

4. Mill-verifiki li saru ma nstab ebda intervent mill-Customer Service Centre, ebda bidla fis-sistema u lanqas ebda azzjoni min-naħa tal-Bank li setgħet wasslet għat-tneħħija mis-servizz irreġistrata fis-26 ta' Awwissu 2025.

5. Fir-rigward tal-allegazzjoni tal-Ilmentatur li l-cards baqgħu jidhru fuq il-mobile tiegħu, il-Bank ma huwiex f’pożizzjoni li jikkonferma x’kien qed jintwera fuq il-mobile tiegħu fiż-żmien rilevanti. Madankollu, ir-records tal-Bank juru li wara t-26 ta' Awwissu 2025 il-cards in kwistjoni ma kinux irreġistrati mas-servizz 3D Secure.

6. Jekk il-cards baqgħu jidhru fuq il-mobile tal-Ilmentatur minkejja li ma kinux irreġistrati fis-sistemi tal-Bank, din ma tkunx sitwazzjoni li tirrifletti l-andament normali. Il-Bank ma għandux aċċess għal dak li jidher fuq apparat ta’ klijent u lanqas ma jista’, b’effett retrospettiv, jivverifika x’kien qed jintwera jew x’wassal għal tali sitwazzjoni.

¹¹ P. 30 - 31

7. Għaldaqstant, filwaqt li l-Ilmentatur qed jallega li l-cards dehru bħala rreġistrati fuq il-mobile tiegħu, il-Bank jista' jikkonferma biss dak li jirrizulta mir-records tiegħu, jiġifieri li ma kien hemm ebda reġistrazzjoni attiva mas-servizz 3D Secure.”¹²

Wara dan, l-Ilmentatur talab lill-BOV biex jagħtu evidenza li kien hu li għamel *UNENROLL* wara li għafas OK fuq l-avviż li Harrison spjega f'punt 2 tad-dikjarazzjoni. Talab ukoll spjega għala l-card baqgħet tidher fuq id-device minkejja li kienet *UNENROLLED*, jew jekk il-Bank ma jeskludix li dan kien teknikament possibbli.¹³

B'risposta, il-BOV sostnew li huma spjegaw il-każ fid-dikjarazzjoni ta' Steven Harrison u, wara s-sottomissjonijiet finali, jhallu f'idejn il-ġudizzju tal-Arbitru biex jevalwa l-probabilità taċ-ċirkostanzi¹⁴.

Sottomissjonijiet finali

Il-partijiet sostnew il-pożizzjoni diġà esibita fl-ilment, fir-risposta u fil-provi waqt u wara s-seduti.

L-Ilmentatur saħaq li l-Bank ma ġabx prova li kien hu li għamel *unenroll* tal-card fuq is-sistema *3D Secure* u għamel referenza għal diversi ilmenti li jidhru fil-midja soċjali kontra l-BOV minn klijenti bl-istess esperjenza tiegħu¹⁵.

Il-Bank sostna li l-Ilmentatur kellu l-oneru tal-prova biex jipprova li l-card baqgħet tidher qisha kienet *enrolled*, iżda ma ppreżenta l-ebda prova ta' dan. Sostna li l-unika spjega għalfejn il-card giet *unenrolled* hija li dan sar mill-Ilmentatur stess, li waqt is-seduti ammetta li lanqas jaf x'inhuma l-prompts fuq l-App. Ċaħad ukoll li kummenti fis-social media jservu bħala prova għall-każ tal-Ilmentatur¹⁶.

¹² P. 35 - 36

¹³ P. 38

¹⁴ P. 41

¹⁵ P. 42 - 45

¹⁶ P. 47 - 58

Analizi u konsiderazzjoni

L-Arbitru jiddeċiedi dan il-każ skont kif provdut f'Artikolu 19(3)(b) tal-Kap. 555 b'referenza għal dak li, fil-fehma tiegħu, ikun ġust, ekwu u raġonevoli fiċ-ċirkostanzi partikolari u merti sostantivi tal-każ.

Qed ngħixu fi żmien fejn huma s-sistemi teknoloġiċi li jmexxu l-operat f'ħafna setturi, mhux l-inqas fis-settur finanzjarju, li jinvolti volum kbir ta' tranżazzjonijiet u sistemi ta' pagamenti li fuqhom hija mibnija s-soċjetà moderna.

Sistema bħal *3D Secure* hija importanti biex toffri protezzjoni lill-konsumatur kontra abbuż minn *scammers*. Għalhekk huwa ovvju li l-*enrollment* u l-*unenrollment* ta' *card* fuq sistema bħal din jista' jsir mill-konsumatur b'mod awtonomu bla ma jkollu bżonn imur jew iċempel lill-Bank.

Iżda, f'dan il-każ, l-Ilmentatur jgħid li wara li kellu problemi fuq is-sistema biex jikkonferma pagamenti, ċempel lill-*Customer Service Centre* ta' BOV li għenuh jagħmel *unenrolment* u *re-enrolment* fuq is-sistema nhar is-26 t'Awwissu 2025 bejn il-ħin ta' 17:02 u 17:08¹⁷.

Fix-xhieda tiegħu qal li segwa eżatt l-istruzzjonijiet li tawh il-*Customer Service* ta' BOV u kkonferma li s-sistema kienet qed taħdem. Meta mistoqsi jekk wara għafasx xi *prompts* fuq l-app tat-*3D Secure*, qal li lanqas biss jaf x'inhuma dawn il-*prompts*. Mistoqsi jekk setax għafas dawn bi żball, qal li probabbilment le.

Iżda, mil-logs tal-Bank jidher li fl-istess jum fil-ħin 18:10 saret *unenrollment* tal-*card* li l-Bank spjega li setgħet saret biss mid-*device* tal-Ilmentatur.

L-Ilmentatur isostni li huwa xorta baqa' jara l-*card* fuq id-*device* tiegħu bħala *enrolled* u kien biss nhar it-18 ta' Diċembru 2025, li rrealizza li kellu problemi bis-sistema u reġa' għamel *enrolment* tal-*card* fuq is-sistema. Mhux ċar jekk dan it-tieni *enrolment* sarx mill-Ilmentatur waħdu jew bl-assistenza tal-*Customer Service Centre* ta' BOV. Iżda jidher li l-*enrolment* sar kif suppost u baqa' effettiv.

Il-bilanċ tal-probabilità huwa li kien l-Ilmentatur stess li bi żball għafas xi *prompts* li wasslu biex il-*card* giet *unenrolled* fis-26 t'Awwissu 2025 fil-ħin ta' 18:10. Fil-

¹⁷ P. 21

fatt, meta mistoqsi setax jagħfas l-*unenroll button* fuq l-*app* bi żball qal li probabbilment li le.

Il-ġudizzju dwar il-bilanċ tal-probabbilità jieħu wkoll konsiderazzjoni tal-fatt li filwaqt li l-BOV jservi parti kbira tal-popolazzjoni, l-Arbitru ma rċevix ilmenti bħal dan.

Ma jidher li hemm ebda alternattiva raġonevoli kif dan seta' ġara bla ma kien involut l-Ilmentatur. Jekk il-*card* baqgħetx tidher qisha *enrolled* minkejja li ġiet *unenrolled*, la ma tressqux provi, l-Arbitru ma jistax jgħaddi ġudizzju.

Il-pretensjoni tal-Ilmentatur li l-Bank messu informah formalment li kien hemm *unenrolment* tal-*card* fuq is-sistema *3D Secure*, għalkemm tista' tiġi kkunsidrata, ma tikkostitwix obbligu regolatorju fuq il-Bank biex jagħmel dan, speċjalment meta dan il-pass ikun sar mid-*device* irreġistrat mal-Bank bl-assunzjoni loġika li kien l-Ilmentatur stess li għamel l-*unenrolment*.

Deċiżjoni

Għar-raġunijiet hawn spjegati, l-Arbitru qed jiċċad dan l-ilment u jordna li l-partijiet iġorru l-ispejjeż rispettivi tagħhom.

Alfred Mifsud

Arbitru għas-Servizzi Finanzjarji

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-Deciżjoni 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 minn notifika tad-Deciżjoni skont l-artikolu msemmi.

Skont il-prattika stabbilita, id-Deciżjoni 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.