Before The Arbiter for Financial Services

Case ASF 097/2026

YE

(Complainant)

vs.

BLUE CUBE (MALTA) LIMITED

Reg. No. C 112722

('Service Provider' or 'BC')

Sitting of 15 July 2026

The Complaint

This complaint[1] relates to the Complainant's inability to access a cryptocurrency legacy self-custodial wallet he established in 2016 on blockchain.info. He maintains that blockchain.info between 2016 and 2024 unilaterally and forcibly migrated his wallet to a new HD system which requires new methodology to gain access. Blockchain.info was later known as blockchain.com.

When in 2024, he tried to gain access using his original password, he was denied access even though he had evidence that he was using the correct password credentials and, since then, he has been corresponding regularly with Service Provider who were unable or unwilling to offer a solution to grant access to his wallet contents.

By way of resolution, he requests the Arbiter to order Service Provider to restore access to his wallet or, if not possible, to pay him monetary value of the Bitcoin (BTC) in his wallet at market value of €60,000 per unit as applicable in May/June 2024 when his access was first denied.

The quantity of BTC in the wallet was not disclosed.

[1] Pages (p.) 1 -10 and attachments p. 11 - 43

Reply of Service Provider

In their reply,[2] Service Provider offered explanations why they are technically unable to assist Complainant as he requests, stating that doing so

"would be fundamentally inconsistent with the non-custodial architecture."[3]

They affirmed that they have given under strict compliance with GDPR Article 20, data extracted from their files and affirmed that:

"Providing this data allows (Complainant) to attempt independent decryption using his original password, without any action being required on Blockchain.com's part to access or restore the wallet. This is the maximum technically feasible remedy available with the non-custodial model."[4]

Hearing

At the hearing of 08 June 2026, the Arbiter demanded that the parties explain why BC, which was registered in 2025, was answering for Blockchain.com regarding events that happened in 2016 and continued before BC came into existence.

The Arbiter demanded that BC explain whether:

- Complainant was their eligible customer in terms of Article 2 of CAP. 555 of the Laws of Malta, the legislation which codifies the operation of the Office of the Arbiter.

- If the service complained of is a service covered under the operating financial licence of BC as a financial service provider in terms of the definition in same Article 2.

The Arbiter explained that before proceeding to hear the merits of the case, he needs to determine whether he has competence to adjudicate it (which he would not have unless Complainant is an eligible customer and the service complained of is a financial service under the licence of BC) and requested parties to make submissions on this matter in writing.

[2] P. 47 - 48
[3] P. 47
[4] P. 48

Submissions on competence made by Service Provider

BC made detailed submissions[5] basically arguing that the Arbiter has no competence to adjudicate this case for these reasons:

1. BC is not the proper respondent as it was incorporated in 2025 whereas the complaint relates to a 2016 relationship with a different group company registered outside Malta and such relationship was governed by Luxembourg law.

2. The Complaint does not concern a financial service provided under BC licence as the Complaint is an access dispute not a custodial service dispute for which BC is now licenced under MICAR.

3. BC's attempt to help Complainant in offering what was technically possible to offer, does not establish a contractual relationship.

4. Complainant has not established entitlement to the claimed compensation as by the very nature of non-custodial wallets, without keys to access the wallet, Complainant cannot provide sufficient evidence that he is the true owner/beneficiary of the wallet.

5. Complaint is time-barred within the provisions of CAP. 555.

6. Reporting an alleged data breach to IDPC does not establish Maltese jurisdiction and especially does not establish the Arbiter's competence under CAP. 555.

Submissions on competence made by Complainant

1. BC is current operator and data controller of Blockchain.com

2. Such data is processed on BC's current infrastructure

3. BC is the right respondent as it has taken over the operation of the platform where his legacy data giving access to his wallet is stored.

[5] P. 56 - 66

4. The fact that 2016 terms were under Luxembourg Law does not mean that a breach committed by a Maltese service provider cannot be processed under CAP. 555 under Maltese law.

He requested the Arbiter to find BC as a proper respondent to his Complaint, dismiss their preliminary pleas, and proceed to hear and determine the case on its merits.

Consideration and Analysis

Competence of the Arbiter

Prescription

The Arbiter immediately negates the Service Provider's claim for incompetence because of prescription issues. In terms of proviso to Article 19 of CAP. 555, the plea of prescription should be raised at the first written submission. BC's reply of 19 April 2026[6] did not raise such plea.

Complainant not being an Eligible Customer

The Arbiter will now consider the plea regarding his not being competent as the Complainant is not an eligible customer of the Service Provider

Article 22(2) of the Act stipulates that:

"Upon receipt of a complaint, the Arbiter shall determine whether the complaint falls within his competence."

Moreover, in virtue of Article 19(1) of the Act, the Arbiter can only deal with complaints filed by **eligible customers**:

*"It shall be the primary function of the Arbiter to deal with complaints filed by **eligible customers** through the means of mediation in accordance with Article 24 and where necessary, by investigation and adjudication."*

The Act stipulates further that:

"Without prejudice to the functions of the Arbiter under this Act, it shall be the function of the Office:

[6] P. 47

> *(a) To deal with complaints filed by **eligible customer.**"*[7]

Eligible customer

Article 2 of the Act defines an *"eligible customer"* as follows:

> *"(a) a customer who is a consumer of a financial services provider;*
>
> *(b) a customer to whom the financial services provider has offered to provide a financial service;*
>
> *(c) a customer* who has sought the provision of a financial service from a financial services provider; …………"

The Arbiter would not be competent to adjudicate the Complaint unless the Complainant qualifies as an **eligible customer.**

Having heard the arguments on both sides, the Arbiter decrees that Complainant does not qualify as an **eligible customer** of the Service Provider. The Service Provider cannot be held responsible for any possible act of commission or omission committed by a related company in 2016 when the Service Provider was only registered in 2025.

The fact that there seems to be some inter-group arrangements which gave the Service Provider access to 2016 – 2024 data records of a related company, and that the Service Provider, in good faith, tried to give maximum possible technical assistance to the Complainant to resolve his case, cannot automatically render the Complainant an eligible customer.

This is more so when there are serious issues whether the service offered qualifies as a financial services product under its MiCAR[8] license.

Complaint is about a service that does not qualify as a financial service

The Complaint is technical in nature and not related to a financial service per se. It concerns a matter of technical access to a non-hosted (legacy) wallet the credentials for which are normally only accessible to the Complainant. Without such credentials, Complainant cannot even prove entitlement. In fact,

[7] Article 11(1)(a)
[8] Market in Crypto Assets Regulation (EU Regulation 2023/1114)

Complainant could not quantify the units of the digital assets (and, consequently, the value) he claims to hold in the wallet at issue[9].

It is like someone losing a wallet full of cash and then having difficulty to establish ownership to the lost cash notes as they may circulate in the economy.

Whether or not such credentials were properly communicated by Blockchain.com or whether Complainant failed to properly store such credentials is not a matter that the Arbiter can pass judgement upon. However, the matter of having or not having access credentials to a non-hosted wallet created before the Service Provider came into existence, cannot be considered as a financial service in terms of Article 2 of CAP. 555.

Furthermore, the fact that a complaint has been filed with the Data Protection Commissioner regarding alleged breaches (related to disclosures made by Service Provider's in its efforts to assist Complainant to gain access to the wallet), has no relevance to the merits of this Complaint.

Decision

For reasons explained above, the Arbiter is not upholding this Complaint as he is not suitably competent to adjudicate it. This is however, without prejudice to the Complainant's right to take his case to a court or tribunal competent to adjudicate his case.

Parties are to carry their own costs of these proceedings.

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Alfred Mifsud
Arbiter for Financial Services

[9] P. 7

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.