Before the Arbiter for Financial Services

Case ASF 276/2026

SY

('the Complainant')

vs

Foris DAX MT Limited

(Reg. No. C 88392)

('Foris' or 'the Service Provider')

Sitting of 06 November 2026

The Arbiter,

Having seen the Complaint[1] made on 14 August 2026 against Foris DAX MT Limited relating to inaccurate and contradictory information regarding the continuation of the priority Pass Airport Lounge Benefit associated with his holding of an ICY WHITE Visa Card issued by Foris as part of their loyalty programmes.

Complainant requests the Arbiter to order restoration of unlimited Priority Pass airport lounge access for himself and one guest under the same conditions applicable before 27 August 2025 for his circumstances.

Alternatively, he requests compensation of €883 being his estimated cost for such access for one year.

[1] Pages (p.) 1 - 9 and attachments p. 10 - 48

Reply of Service Provider

In their reply[2] of 12 September 2026, Foris challenge the Arbiter's competence to hear and adjudge this complaint, stating:

> *"Preliminarily, the Service Provider respectfully submits that the subject matter of the present complaint falls outside the jurisdiction and competence of the Arbiter for Financial Services as established under Chapter 555 of the Laws of Malta. The dispute raised by the Complainant relates specifically to card benefits and Priority Pass lounge access – namely, the provision of complimentary lounge visits tied to the Complainant's Royal Indigo card package subscription. In fact, the requested remedy concerns the reinstatement of complimentary lounge visits.*
>
> *In terms of applicable law, the Arbiter's competence is clearly delineated in Chapter 555, which confers jurisdiction over disputes concerning the provision of financial services to eligible customers. These include, but are not limited to, services relating to banking, credit, insurance, investment services, and other regulated financial products. The Complainant's claim does not relate to the provision of any such regulated financial service. Rather, it concerns the marketing, discretionary allocation, and eligibility criteria related to a non-essential benefit associated with a consumer card package. This renders the matter non-financial in nature and, more importantly, outside the statutory remit of the Arbiter's adjudicative authority."*[3]

<u>Consideration of the Preliminary Plea</u>

Article 22(2) of the CAP. 555 of the Laws of Malta, (the ACT that codifies the operation of this Arbitration Office), stipulates that:

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

[2] P. 51 - 55
[3] P. 51

The Arbiter has already considered several similar cases where the Arbiter declared himself incompetent to hear complaints related to marketing issues rather than complaints on financial services.

In particular, the Arbiter makes reference to his decisions:

ASF 224-2024 - OK vs Foris DAX MT Limited 0.pdf

ASF 212-2025 - FD vs Foris DAX MT Limited.pdf

ASF 226-2025 - UY vs Foris DAX MT Limited.pdf

ASF 328-2025 - EZ vs Foris DAX MT Limited.pdf

Decision

As reported in decision ASF 224/2024:

> *"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 the CAP 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.

In the circumstances, for reasons above explained, the Arbiter is dismissing this complaint on the basis that he has no competence to hear its merits and adjudicate it in terms of Article 22(2) of CAP. 555 of the Laws of Malta.

This decision is being communicated to the parties in terms of Article 22(5) of the same CAP. 555

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 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 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.