Before the Arbiter for Financial Services

Case ASF 347/2026

WR

(Complainant)

Vs

OpenPayd Financial Services Malta Limited

(Service Provider or OpenPayd)

(C 75580)

Sitting of 06 November 2026

Complaint

Complainant filed this complaint[1] on 15 September 2026 where he holds OpenPayd responsible for his loss of Hungarian Forints (HUF) 31,864,256 (approx. €72,000) in respect of transfers he made via OpenPayd to a vIBAN account provided by fraudsters which were credited to a merchant client of OpenPayd (Foris MT trading as Crypto.com being a licensed financial institution) and then the funds were spirited away by scammers.

Complainant stated:

"1. BACKGROUND & THE SCAM: I am lodging this complaint following the Final Reply letter received from OpenPayd (Ref: 00420952) in July 2026. I am a victim of a highly sophisticated remote-access financial scam utilizing AnyDesk software. Criminal third parties manipulated me into executing transactions, taking control of the financial channels opened under my name. An active criminal investigation is currently open with the Hungarian Police under Case Number: 06010-1341/2025.bü.

2. SPECIFIC GRIEVANCES AGAINST OPENPAYD: A total of 31,864,256 HUF (approx. 72,000 EUR) was defrauded from my Hungarian OTP Bank account

[1] Pages (p.) 1 - 6 and attachments p. 7 - 252

across four separate transfers. The fraudsters instructed me to send funds to a named virtual IBAN provided by OpenPayd: MT65CFTE28004……2250. However, my official bank statements reveal that the actual funds were credited to a different virtual sub-account: MT52CFTE280004…..4531.

According to OpenPayd's official response, these virtual IBANs were generated for their corporate client, Foris MT Limited. I maintain that OpenPayd acted with negligence regarding its Anti-Money Laundering (AML) and Transaction Monitoring obligations under Maltese law: - The fraudsters successfully bypassed internal transaction monitoring algorithms by utilizing multi-layered virtual IBAN manipulation (shifting Mod-97 check digits from 65 to 52), which proves a severe technical vulnerability in OpenPayd's payment gateway infrastructure. - OpenPayd permitted a highly unusual flow of over 31 million HUF to pass through newly opened virtual IBAN structures without triggering any financial crime alerts or velocity blocks.

3. REMEDY SOUGHT: OpenPayd has issued its Final Reply, denying all liability. Therefore, I respectfully request the Arbiter to:

> ***1. Conduct a formal regulatory review into the technical and AML monitoring failures of OpenPayd regarding the issuance and manipulation of these specific virtual IBANs.***
>
> ***2. Order OpenPayd to cooperate fully with the Hungarian Police (Case: 06010-1341/2025.bü.).***
>
> ***3. Order financial restitution for the systematic failure to monitor anomalous financial crime patterns within its virtual banking network.[2]"***

He further stated that:

"The financial services provider, OpenPayd Financial Services Malta Limited, failed in its mandatory transaction monitoring and Anti-Money Laundering (AML) obligations under Maltese and EU laws.

The provider's payment infrastructure was severely exploited through virtual IBAN manipulation (the check digits were fraudulently shifted from MT65 to MT52 between the registry registry and the final transaction). OpenPayd's compliance and automated fraud detection systems completely failed to flag,

[2] P. 2

delay, or block an anomalous, rapid influx of 31,864,256 HUF through these newly opened virtual accounts.

Furthermore, standard industry controls used by other European institutions (such as Revolut and Wise) immediately detected and blocked this exact fraud pattern on my accounts, which proves that OpenPayd's monitoring systems operated with gross negligence and failed to protect the integrity of the payment network.[3]***"***

By way of remedy, he requests the Arbiter to conduct a formal review into OpenPayd's virtual IBAN infrastructure vulnerabilities and order restitution for the systemic failure to detect fraudulent modification of check digits used to route his stolen funds HUF 31,864,256.

Reply of Service Provider

In their reply[4] of 20 October 2026, OpenPayd stated:

> ***"While it is regrettable to learn that the Complainant may have been the victim of a scam perpetrated by scammers, we refer to our letter to the Complainant dated June 26, 2026 which makes it clear that the Complainant has never been a customer/client of the Company. As further elaborated on below, there is no legal or contractual relationship between either (i) the Complainant and OpenPayd nor (ii) any third party platforms and OpenPayd. It is important to note that OpenPayd is not a bank nor is it a crypto asset exchange. OpenPayd is a licensed electronic money institution (further explained in the section titled Services below).***
>
> ***OpenPayd had at the time of the transactions, a relationship with Foris MT Limited, ("Crypto.com"), a company registered in Malta, as elaborated on below, details of which have also been provided to the Complainant in our letter dated June 26, 2026.***
>
> ***Background***
>
> ***We wish to make clear that OpenPayd has only ever provided its services to its corporate client Foris MT Limited (Crypto.com). Foris MT Limited is***

[3] *Ibid*.
[4] P. 255 - 263

a company registered in Malta and operates the platform known as Crypto.com (the "Merchant").

As a payment services provider, OpenPayd services corporate entities in order to assist them in their own reconciliation of payments. One such client is Foris MT Limited.

Foris MT Limited, as a separate corporate entity, may, in turn, enter into their own onward commercial relationships, which in this case would be the Complainant. However, ultimately, OpenPayd has no control over any onward commercial relationships entered into between its client, Foris MT Limited, and any third party/ies, like the Complainant or any scammers posing as the Complainant. Ultimately, OpenPayd can only reiterate that on its part, it has only ever serviced Foris MT Limited and has never provided services to the Complainant who was purportedly scammed by unknown third parties.

It appears, from the allegations made in the Complaint, that the Complainant was the victim of one of two scam scenarios. In the first, the Complainant would have been deceived by unknown third-party scammers into entering into one or more commercial agreements with the Merchant and has been provided with a Foris MT Limited account. Alternatively, the Complainant would have been deceived by unknown third-party scammers into providing their personal information, which information was then used to open an account controlled by the scammers on the Foris MT Limited platform. In both scenarios, the Complainant would have been deceived by third parties unrelated to OpenPayd, in the context of a third-party arrangement that OpenPayd was completely removed from.

We also understand that the essence of the Complainant's concerns relates to what the complainant believes was OpenPayd's opening of an account in their name, which did not actually take place.

Please kindly note that any account that would have been opened in the name of the Complainant would have been opened solely by the Merchant (Foris MT Limited) on the Merchant's platform. OpenPayd would have had no involvement in this and cannot comment on whether or not the Complainant was properly onboarded and an account properly created by the Merchant in question.

> ***The Merchant then designated one of the linked vIBANs attached to the Merchant's master account as a dedicated channel for receiving funds sent via bank transfer by the Complainant, ostensibly to enable those funds to be identified as coming from the Complainant for the purpose of speedy reconciliation by the Merchant. Based on the information in the Complaint, it appears that this vIBAN was then apparently provided to the Complainant by scammers, who apparently convinced the Complainant that this vIBAN, which is only a vIBAN (i.e. only a series of letters and numbers and not a bank account in its own right, as explained in further detail below), was in fact (a) a standalone bank account, and (b) a bank account set up in the name of the Complainant. To the extent that the Complainant was told this by the scammers, this was a fundamental mischaracterization of the vIBAN, its nature and its ownership, made by third parties entirely outside the control of OpenPayd, in the context of a third-party arrangement that OpenPayd was completely removed from.***[5]***"***

They further explained that vIBANs linked to the Crypto.com master account designated to receive funds from Complainant were MT52CFTE…..4531 and MT65CFTE…..2250.

Eligibility

In their reply, OpenPayd raised a preliminary plea contesting the Arbiter's competence to hear and adjudge this complaint stating:

> ***"We further respectfully submit that the customer is not an eligible customer. Pursuant to article 11(1)(a) and article 19(1) of Chapter 555 of the Laws of Malta (the "Act"), the Arbiter must deal with complaints filed by eligible customers. If the Complainant does not qualify as an eligible customer of OpenPayd, then the Arbiter lacks jurisdiction to adjudge the Complaint.***
>
> ***At the outset, OpenPayd states again that it does not provide a(n) (bank) account, payment or investment service to the Complainant.***
>
> ***The definition of 'eligible customer'***

[5] P. 255 - 257

Art. 2 of the Act provides the following definition for the terms "eligible customer":

> ***shall include:***
>
> ***(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;***
>
> ***(d) the lawful successor in title to the financial product which is the subject of the relevant complaint;***
>
> ***(e) consumer associations; and***
>
> ***(f) voluntary organisations:***
>
> ***…***

None of the above paragraphs (a)-(f) apply to OpenPayd, as shall be proved throughout the proceedings. The Complainant has no contractual relationship with OpenPayd. OpenPayd provides payment processing services exclusively to its corporate customer, the Merchant. The Complainant is a customer of the Merchant, not of OpenPayd.

The Complainant makes it clear in the Complaint that he was a victim of fraudsters, and OpenPayd is not, in any way, involved in the scam:

'I am a victim of a highly sophisticated remote-access financial scam utilizing AnyDesk software. Criminal third parties manipulated me into executing transactions, taking control of the financial channels opened under my name. […].'

OpenPayd can also confirm that it has never 'offered to provide a financial service' (including, for the avoidance of doubt, any account, payment or investment service) to the Complainant (nor, as OpenPayd only provides its services to corporate clients, could OpenPayd ever have provided any such services to the Complainant) nor has the Complainant 'sought the provision of a financial service from OpenPayd'.

Similarly, we would like to make exceptionally clear that the basis on which a number of the Complainant's concerns seem to be based (that

OpenPayd is a bank that has accepted deposits or provided the Complainant with a bank account) is similarly entirely incorrect.

As there is no contractual relationship between OpenPayd and the Complainant, the Complainant cannot be regarded as an eligible complainant in terms of Article 2 of the Act.

Furthermore, with respect to the following proviso in the definition of 'eligible customer':

> ***Provided that in the case of suspicious fraudulent payment transactions involving financial services providers, the victim of fraud exhibiting immediate, genuine and legitimate interest shall be deemed to be an eligible customer of any one of the financial services providers involved in the suspicious fraudulent payment transaction and this proviso shall be applicable with effect from 1st October 2025;***

OpenPayd submits that since the conduct complained of occurred before 1 October 2025, the proviso does not apply.

Without prejudice, if (only for argument's sake) the proviso is deemed to apply:

(i) OpenPayd submits that there is no "immediate, genuine and legitimate interest" with respect to OpenPayd;

(ii) OpenPayd was not "involved in the suspicious fraudulent payment transaction".

OpenPayd further submits that:

(i) The terms 'immediate, genuine and legitimate interest' are undefined, creating legal uncertainty as to who qualifies as an eligible customer;

(ii) The phrase 'involved in the suspicious or fraudulent payment transaction' is similarly undefined and excessively broad. OpenPayd further submits that the phrase raises questions as to whether the entity should have known whether the payment transaction was 'suspicious' or 'fraudulent' (or both?) in order to be considered to have been 'involved' in such. OpenPayd's role in the transaction was to credit Foris MT Limited's payment account

with the funds received according to the payment instructions provided by the Complainant. The suspicion or fraud arose pursuant to the actions of third parties who were presumably involved later on in the payment chain, subsequent and separate to OpenPayd's role;

(iii) Through the deeming proviso, a complainant is deemed to be a 'customer' of an entity with which the complainant has never contracted, never communicated, and from which s/he has never sought services.

In light of the above, OpenPayd respectfully submits that the Arbiter does not have the jurisdiction to deal with this Complaint.[6]***"***

The Arbiter has accordingly to determine *ab initio* whether the Complainant is or is not an eligible customer in terms of the definition of Article 2 of CAP. 555 of the Laws of Malta (the ACT) that codifies the operation of this Arbitration.

Decision re Preliminary Plea

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:

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

[6] P. 259 - 262
[7] Article 11(1)(a)

Eligible customer

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

> *"a customer who is a consumer of a financial services provider, or to whom the financial services provider has offered to provide a financial service, or who has sought the provision of a financial service from a financial services provider."*

The Arbiter, before proceeding to hear evidence on the merits of the case, has to primarily decide whether the Complainant is in fact an **eligible customer** in terms of the Act. The Arbiter would not be competent to adjudicate the complaint unless the Complainant qualifies as an **eligible customer.**

On a similar issue, in case reference ASF 155/2024,[8] the Arbiter had decreed that as the beneficiary was clearly indicated as being the remitter himself, the Arbiter did not accept that the Complainant:

> *"Never sought the provision of a financial service from OPFS."*

The Arbiter accordingly had decreed that the complainant in case ASF 155/2024 qualifies as an eligible customer and proceeded to adjudicate the case.

The said decision was appealed by OpenPayd. On 25 February 2026, the Court of Appeal revoked the Arbiter's decision in case ASF 155/2024 and decided that the Arbiter should have declared incompetence to adjudicate the case, as it considered complainant not compliant with the definition of **'eligible customer'** in terms of Article 2 of the ACT[9].

As the circumstances of this case, insofar as the preliminary plea is concerned, are intrinsically similar to that applicable for ASF 155/2024, and in view of the above-cited decision of the Court of Appeal, the Arbiter decrees that he has no competence to hear the case and hereby upholds the preliminary plea raised by the Service Provider in their reply.

[8] https://financialarbiter.org.mt/sites/default/files/oafs/decisions/2097/ASF%20155-2024%20-%20PU%20vs%20OpenPayd%20Financial%20Services%20Limited.pdf
[9] https://ecourts.gov.mt/onlineservices/Judgements/Details?JudgementId=0&CaseJudgementId=159164

The payments subject of this complaint were all executed before 1 October 2025 as follows:

HUF 10,446,000 = €25,000	20.01.2025 (p. 243)
HUF 8,021,800 = €20,000	08.08.2024 (p. 245)
HUF 10,871,820 = €27,000	01.10.2024 (p. 247)
HUF 1,524,636 = €3,800	28.07.2025 (p. 249)

Total

HUF 30,864,256 = €75,800[10]

The proviso rendering Complainant as eligible in terms of the definition of eligible customer in Article 2 of the ACT is effective only for transactions taking place from 1 October 2025. Accordingly, the circumstances of this case render Complainant as not being an eligible customer of OpenPayd as defined at the time of the payments above listed.

This complaint is therefore dismissed due to the Arbiter having no competence to hear and adjudge it for reasons above described, and parties are to bear their own costs of these proceedings.

This is without any prejudice to the rights that Complainant may have to take his complaint to a court or tribunal competent to adjudicate it.

Alfred Mifsud
Arbiter for Financial Services

[10] Complaint claims HUF 31,864,256 equivalent to €72,000.

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.