

Before the Arbiter for Financial Services

Case No. 033/2020

NA ('the Complainant')

vs

Building Block Insurance PCC Ltd.

(C63128) ('the Service Provider')

Sitting of 15 September 2020

The Arbiter,

Having seen the complaint,

Having seen the reply of the Service Provider,

Having seen all the documents of the case,

Considers

In its reply of the 9 April 2020,¹ the Service Provider admits the claim filed by the Complainant. It states that they had reviewed the claim and agreed to pay the amount of damages suffered by the Complainant. The claim invoice is for the amount of £705.88. However, they submit that the amount of £90 has to be deducted as policy excess.

They have already paid the Complainant the amount of £239.16 as premium refund which she can keep '*As Building Block are counteracting the cancellation of the policy.*'²

¹ A Fol. 32

² *Ibid.*

After the Arbiter has seen the admission by the Service Provider to pay the amount claimed less the policy excess of £90, and less the sum of £239.16 as premium refund, (since the Service Provider is counteracting the cancellation of the policy), the Arbiter decides that the Service Provider should pay the Complainant the balance of £376.72.

Provided that the Complainant would keep the amount forwarded to her by the Service Provider as premium refund and will not be asked to return this amount. The Arbiter notes that it is standard practice that the policy excess is deducted from the amount claimed.

Therefore, in virtue of Article 26(3)(c)(iv) of Chapter 555 of the Laws of Malta, the Arbiter is ordering the Service Provider to pay the Complainant the sum of £376.72.

With legal interest of 8% *per annum* from the date of this decision until the date of effective payment.

The legal costs of these proceedings are to be borne by the Service Provider.

**Dr Reno Borg
Arbiter for Financial Services**