

Before the Arbiter for Financial Services

Case ASF 304/2025

IQ

(‘Complainant’)

vs

Steadfast Insurance Partners Limited
formerly Cowen Insurance Company Limited

(C 55905)

(‘Service Provider’ or ‘SIPL’)

Sitting of 23 March 2026

The Arbiter,

Having seen the complaint¹ of 27 November 2025, whereby the Complainant seeks compensation amounting to €4,856.99 to cover settlement of his travel claim regarding two missed flights from Paris to Nice on 15/16 December 2023 costing €180.65 and €116.25 and missed prepaid accommodation (non-refundable) at Valbonne in France costing €4,560 for the period from 16 December 2023 to 19 January 2024.²

The Complainant stated that he had a travel policy purchased via Revolut on 17 December 2023.³ This policy was underwritten by the Service Provider. He submitted a claim on 09 January 2024 after missing the flight from Paris to Nice on 15 December 2023.

¹ Pages (P.) 1 - 6 and attachments p. 7 - 75

² P. 16 - 17

³ P. 37 - 38

He claims that this claim was refused despite providing all necessary documents and proofs to support it and, through his complaint filed with the Office of the Arbiter, he is requesting the Arbiter to order the Service Provider to settle his claim.

Reply

SIPL replied on 19 January 2026 stating:

“Summary of events:

The claimant lodged a claim for a missed flight on 16/12/2023. During the claims process, the claimant provided three different and conflicting reasons, on separate occasions, for his inability to board the scheduled flight. Based on the correspondence exchanged with our intermediary, CoverGenius, at the time of the claim submission and during subsequent communications, we note the following:

First reason (January 2024)

At the time of submitting the claim, the insured stated that he missed the flight due to a customs inspection of his baggage, which allegedly caused a delay in boarding and resulted in him missing the flight. The claim was declined as this circumstance is not covered under the policy.

Specifically, the General Exclusions section clearly states that cover does not apply to:

‘Any claim which arises directly or indirectly from you not being allowed to board a flight, train, sea vessel, coach or bus for any reason.’

Second reason (February 2024)

Following the initial declination, the insured submitted a new explanation, claiming that he missed the flight due to a train delay caused by fallen trees at Creil station. The supporting documentation provided shows a train delay of 110 minutes, with the train scheduled to depart at 6:00 PM (documentation attached for reference). It is important to note that the insured's flight was scheduled to depart on the same day, 16/12/2023, however at 7:05 AM.

This claim was again declined, as it falls outside the scope of cover. Even under the Trip Delay benefit, coverage is only triggered following a delay of eight (8) hours or more, which was not met in this instance.

Third reason (April 2024)

The insured continued to contest the declination, introducing a third explanation, stating that he had lost his identity document "when passing in front of the airport controllers." Despite the inconsistencies in the reasons provided, we requested supporting evidence to confirm that the insured was unable to board the flight due to the loss of travel documents.

Upon review of the documentation received, it was noted that the police report was lodged on 20/06/2024, approximately six months after the scheduled flight date. Furthermore, the police report states that the insured's residence permit was lost on 15/12/2023, one day prior to the scheduled departure, which further contradicts earlier statements.

The claim was declined once again, in accordance with the policy wording, which states:

'You or a ticket holder's required travel documents are stolen or lost. You must make diligent efforts and provide proof of your attempt to secure replacement documents that would allow you to keep the originally scheduled trip dates.'

Given that the police report was filed six months after the incident, it is evident that no diligent efforts were made to secure replacement documents in order to maintain the original travel plans. Consequently, the claim remains not covered and was therefore rejected.

We would also like to highlight that the policy explicitly states:

'You acknowledge and agree that you have a duty to take reasonable care not to make a misrepresentation when making a claim. We can reject claims and take legal action to recover any funds that have been paid based on any misrepresentation. We can refer matters to local authorities.'

We trust the above clarifies the matter. Please do not hesitate to contact us should you require any additional documentation or further information.”⁴

Hearing

At the hearing held on 12 March 2026, the Complainant added a further reason why he had missed his flight. He explained that having missed his flight on 15 December 2023 because he lost his ID, he booked a flight leaving early on 16 December 2023 thinking that he can use his passport, but he was denied boarding as his passport had expired.

Asked by the Arbiter why in the circumstances he did not opt to take a 6-hour train journey in order not to lose the non-refundable hotel accommodation, Complainant replied:

“I did not think about the train. I thought about the flight, and I wanted to go faster”.⁵

The Service Provider stated:

“First of all, I want to make it clear that our Revolut policy would cover for trip cancellation and trip interruption. So, with all that went on with these flights on the 15th and the 16th, we are considering the benefit under trip interruption because it was not a trip cancellation in the first place.

In the terms and conditions there are various scenarios where trip interruption is covered. These are explicitly in the terms and conditions. All the reasons that we have in this claim, mainly delay in boarding because of customs inspection of his baggage. This is the first declaration

The second declaration upon declination of the first declaration, we have that the flight was missed due to a train delay caused by fallen trees at the station with further conflicting information that the train ticket was scheduled to depart at 6 p.m. whilst the flight was at 7 a.m.

The second declaration was not covered because it does not even fall under the trip delay benefit because to trigger the trip delay benefit you have to have a delay of 8 hours or more.

⁴ P. 79 - 80

⁵ P. 132

We then received a third declaration stating that the insured lost his identity document when passing in front of the airport controllers. As we said in our official final letter, despite all the inconsistencies, we requested supporting evidence to confirm that the insured was unable to board the flight due to the loss of travel documents. And then we received a police report lodged six months after the scheduled flight date, stating that the insured residence permit was lost on the 15th of December for a refund of a flight scheduled for the 16th of December.

The third declaration was declined again based on the policy wording. And this is our interpretation and final assessment before this mediation of this claim.”⁶

Consideration and analysis

The Arbitrator,

Having seen the statements made and evidence given by the Complainant,

Having seen the reply and evidence of the Service Provider,

Considers

The Complainant admits having purchased the insurance cover on 17 December 2023 when he had already missed two booked flights on 15 and 16 December 2023. By that time, he already knew he could not travel by air having lost his ID and in possession of an expired passport.

Basically, when he purchased his insurance cover on 17 December 2023, he already knew he would claim on it for the non-refundable payment on his hotel accommodation which covered the period from 16 December 2023 to 19 January 2024.

He could have taken a train journey to reach his hotel destination and make use of his booking (maybe missing the first night) but he did not and relied on an insurance cover purchased to cover an event which was anything but unforeseeable. In fact, the cause of the claim had already occurred before the cover was purchased.

⁶ P. 134

Decision

For reasons explained above, the Arbiter does not uphold this complaint.

Each party is to bear its own costs of the 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.