

AS

Vs

Riverside Insurance Agency Malta Limited

(C 94792)

Sitting of 23 March 2026

The Arbiter,

Having seen the Complaint¹ filed on 29 December 2025 where Complainant laments that her claim for €3,000 under her Rental Car Excess Insurance issued by Service Provider was unfairly refused and requests the Arbiter to order the Service Provider to settle her claim.

Having seen the Reply² of the Service Provider where they justified their refusal to settle the claim based on a general exclusion on page 10 of the policy booklet where it is stated that:

“The following exclusions apply across Your whole insurance policy. We will not pay any claim, or be liable for, any of the following:

2. Any claims which result from direct breach of the terms and conditions of Your rental Agreement.”³

The Arbiter declares that he has attempted to fix a hearing session for the purpose of evaluating the Complaint as he is obliged to do in terms of Article

¹ Pages (p.) 1 - 9 and attachments p. 10 - 82

² P. 85 - 86 and attachments p. 87 - 168

³ P. 137

25(3)(a) of CAP. 555 of the Laws of Malta (the ACT) which regulates the operations of the Office of the Arbiter.

The Complainant has explicitly refused to attend the hearing citing problems with understanding and communicating in English. The Arbiter offered to postpone the hearing until she can procure translation assistance, but the Complainant in her email of 03 March 2026 still refused to attend any hearing and insisted that:

“I request that a decision be made without my involvement. Please take the necessary steps and base your decision on all supporting evidence in my case.”⁴

This despite the Office of the Arbiter having explained to Complainant that the law provides for holding at least one hearing where her evidence will be cross-examined by the Service Provider.⁵

In the circumstances, in view of Complainant’s unwillingness to offer herself for proper cross-examination, the Arbiter is not in position to adjudicate the case and is closing the file.

Recommendation

The Arbiter is however making a recommendation to the Service Provider which they should consider even though they are not legally obliged by it, as this is not a decision in terms of Article 26(3)(c)(iv) of the ACT.

The Arbiter recommends that the Service Provider considers making a full and final offer to the Complainant for the excess amount stated in the policy.⁶

As the policy in question is a for a Rental Car Excess Insurance cover, this is the maximum claim that the Service Provider could possibly have been obliged to pay in the absence of the claimed breach of rental terms and conditions.

The Arbiter considers this is equitable as this amount would have been a valid claim in the absence of allegations made by the rental company that the

⁴ P. 169

⁵ Ibid.

⁶ In terms of p. 101, this is for €1,100.

Complainant had breached the terms and conditions of the rental agreement, which the Complainant is denying.

It does not appear to the Arbiter that the Service Provider has undertaken any independent investigation on such conflicting views. All considered in the absence of conclusive investigations, the benefit of the doubt should go in favour of the consumer.

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.