

Before the Arbiter for Financial Services

Case ASF 038/2026

OA

(‘Complainant’)

vs

Steadfast Insurance Partners Limited
formerly Cowen Insurance Company Limited

(C 55905)

(‘Service Provider’ or ‘SIPL’)

Sitting of 22 June 2026

The Arbiter,

Having seen the complaint¹ of 26 January 2026, whereby the Complainant seeks compensation amounting to €3,150 in respect of medical expenses incurred while travelling under cover of a travel policy issued by Service Provider. He also claims payment for €1,909.51 for costs related to transport (flights and train) for himself and an accompanying person as well as accommodation for accompanying person.

Complainant issued on 25 August 2025 a travel policy No. R9M9G-8EBH6-INS Premium Travel Protection under a Revolut Scheme which policy was underwritten by SIPL. He travelled to Morocco on 28 October 2025 for a 3-week holiday.

He claims that on 10 November 2025, he started having respiratory problems and could not breath through his nose. He went to visit a doctor who requested

¹ Pages (P.) 1 - 12 and attachments p. 13 - 165

a facial CT scan which revealed a severe nasal obstruction resulting in respiratory distress.

According to a certificate² issued on 23 December 2025 (6 weeks after the consultation), the severe clinical condition diagnosed risked deterioration leading to a recommendation to undergo medical and surgical management before returning to his home in Luxembourg.

He was then referred to a surgeon (Dr Ismail Essamadi) who scheduled surgery for 26 November 2025 and, in the meantime, conducted normal pre-operative testing procedures on 13 November 2025. The surgery was paid in full in advance on 15 November 2025 for an amount of Moroccan Dinar MAD 30,000 equivalent to €2,831. Complainant claims to have paid this in cash.

As the date of surgery approached, Complainant started developing a psychiatric situation by fear of the surgery and he was prescribed sedative treatment. A doctor (Dr Yazidi Imane) issued a certificate on 20 November 2025³ stating that the patient's medical condition required physical accompaniment during the post-operative period particularly during the travel back to Luxembourg.

The surgery (septorhinoplasty procedure) was executed on 26 November 2026.

On 02 December 2025, a medical certificate⁴ was issued by Dr Ilham Chah stating that Complainant was in a post-operative period and not medically fit to travel before 06 December 2025. Travel as of this date is permitted only with mandatory physical accompaniment. A similar medical report was issued by the surgeon in an undated document.⁵

He complains that the Service Provider has refused settlement stating that the medical condition was 'non-emergency' and 'planned', and this in spite of medical certificates presented that the surgery was an emergency which was totally unplanned.

² P. 114 - 117

³ P. 92 - 94

⁴ P. 107 - 110

⁵ P. 111- 113

Reply of Service Provider

SIPL replied⁶ on 16 February 2026 stating:

“The medical findings consistently describe a structural deviation of the nasal septum with associated anatomical features. The surgeon’s report expressly refers to a planned sept rhinoplasty, scheduled for 26 November 2025.

From the documentation provided, we also note that none of the medical documentation states that:

- *the condition was life-threatening;*
- *there was an acute infectious or traumatic event occurring during the trip; or*
- *the procedure could not safely be postponed until return to Luxembourg without risk of serious harm.*

Policy Position – Emergency Medical Treatment Requirement

The policy provides cover for emergency medical treatment required during a trip, defined as treatment that is:

We’ll pay for the following medical treatment costs and related expenses incurred during your trip abroad if:

- *You become ill (including with Covid-19) or suffer an injury and it becomes necessary for you to receive treatment from a medical practitioner to prevent serious harm if it’s not treated before your return home, as an inpatient, daycare-patient or outpatient.*

Moreover, policy explicitly excludes (under the You're not covered. Section under medical protection:

You're not covered...

- *For any cost that is incurred because the treatment is not medically necessary to prevent serious harm to you before your return home.*

⁶ P. 168 - 170 and attachments p. 171 - 193

- *Elective cosmetic surgery or care.*

While the insured maintains that there was no pre-existing psychiatric condition, we clarify that the declination of the sept rhinoplasty and related medical expenses is not based on a pre-existing condition exclusion.

Rather, the claim was assessed under the emergency medical treatment provisions of the policy.

The documentation provided supports the existence of an anatomical/structural nasal condition. However, it does not establish that the surgery constituted emergency treatment required before return home. The reports do not indicate acute trauma, infection, or any immediate risk to life or health necessitating urgent surgical intervention abroad.

In the absence of medical evidence confirming that postponement of the surgery until return to Luxembourg would have resulted in serious harm, the procedure falls within the policy exclusions relating to non-emergency and planned treatment.

Trip Interruption Benefits

We confirm that Trip Interruption benefits were assessed separately and settled in respect of:

- *The insured's return flight; and*
- *Additional accommodation costs during the medically certified period of delay.*

These benefits were paid in accordance with the relevant policy provisions and remain unaffected.

Accompanying Person and Additional Costs

The insured also sought reimbursement of additional costs, including those relating to an accompanying person. Medical certificates referring to an 'exacerbation of a psychiatric condition' were submitted in support of this request.

In order to assess whether coverage applied and whether any policy exclusions were triggered, limited and proportionate medical history with regards to the psychiatric condition was requested. Unfortunately, such document seems to have never been provided.

In summary of the above, we would like to point out the following:

- *The sept rhinoplasty and associated medical expenses do not meet the policy definition of emergency medical treatment required before return home and are therefore not covered.*
- *No further reimbursement is payable in respect of companion-related or additional expenses.*
- *Trip Interruption benefits already paid remain valid and unaffected.”⁷*

Hearing

At the hearing held on 21 May 2026, the Complainant largely repeated his complaint as already documented and explained above.

On cross-examination, he stated:

“Asked by the Arbiter why it took me from 10 November 2025 to 26 November 2025 to do the surgery, I say that that is a question of logistics. The doctor had to find an anaesthetist to come to the clinic for the surgery. That is the procedure in Morocco.

I made the surgery at Clinic ... Dr Ismail Essamadi made the surgery. When I went to Dr Essamadi, he told me that the surgery was scheduled for 26 November 2025 and to confirm my surgery, I had to pay 30,000 MAD for the surgery in advance. I made the payment on 15 November 2025. (page 63 of the proceedings).

Asked by the Arbiter whether I was in contact with the insurance company to tell them what was happening, I say, yes.

After the surgery, the doctor told me that I can fly after 10 to 12 days. Then, on the 8th of December or 7th of December, I took the flight back.

⁷ P. 168 - 170

I say that Dr Ismail Essamadi is a maxillofacial surgeon. He does surgery for the whole face. The respiratory problem relates to my nose. The surgery for the nose is called septorhinoplasty as recorded Dr Chah in her report. Maxillofacial envelopes everything related to the face.

Cross-examination:

Asked to identify which medical document I submitted states that the septorhinoplasty was an emergency procedure, I say, yes, there is a certificate dated 23 December 2025, (page 117 of the proceedings) from Dr Ilham Chah that says that:

‘Given the severity of the clinical condition and the risk of deterioration, medical and surgical management had to be carried out before his return to Luxembourg.’

Asked if I saw this doctor on the 10th of November 2025, who on the same day referred me to do a CT scan, why there is a report dated 3rd November 2025 (page 21 of the proceedings; a week before when I stated that on 9 November 2025, I could not sleep from breathing difficulties) from Dr Verbeke Frederik in Luxembourg, stating this:

‘My patient did not present himself with any pre-existing conditions in the last 12 months.’

It is said that this is explicitly stating what the policy conditions state. I did not have any respiratory problems, nor any pre-existing conditions of respiratory issues.

I say that due to Steadfast’s several requests via Xcover, they told me that I had to provide a report from the doctor about my medical history.

So, the doctor dated this document 3 November 2025 to not charge me fees of requesting documents because I have to go to his consultation.

I am in Morocco. How can a doctor following GDPR rules give me such a document? So, when I called him requesting the documents, he told me that in order for him not to charge me fees, he will put it on the last invoice, or he will put it on 1 November 2025 as I cannot have invoices this month. That's normal for me.

It is said that on 3 November 2025, I was in Morocco.

Asked to explain how my doctor in Luxembourg could issue this certificate dated 3 November 2025, when I first had the respiratory issues on 10 November 2025, I say that due to the several requests of XCOVER, which is Steadfast Insurance, they told me, 'Go to your doctor in Luxembourg because we want a medical history.'

When I gave it to them, they told me, 'No, we want a complete one.'

Then, I requested again the doctor to not charge me fees. They told me, 'I will do the consultation, I will just put the date of the first week of November.'

The Arbiter states that when one goes to the doctor, the doctor charges a fee for the certificate whatever date he puts on the certificate, which is the date the patient goes to the doctor.

I say, I don't know. For me, it's a certificate. It's a certificate dated 3rd November, I don't know.

It is said that on 3 November 2025, I was in Morocco. I say, yes, I was in Morocco. And I contacted my doctor after 10 November 2025 due to the request of XCover. And my doctor issued this certificate for me.

Asked whether before 10 November 2025, were there any considerations that I would require this nose surgery, the septorhinoplasty, I say, no.

It is said that, normally, before surgery, the client would be given medical treatment.

Asked whether, in my case there were any other conservative treatments which were attempted before actually doing the surgery, I say that actually, I had like a medical prescription of some medicine, but the doctor told me what is in the report, so I will not tell him no.

Asked since this was an emergency, between consulting the doctor on 10 November and the operation on 26 November, how did I cope with my breathing difficulties, I say, yes, on 10 November, I consulted a doctor because I was experiencing breathing difficulties during my trip. Following the medical

examination, I was declared unfit to fly and was informed that the surgery was necessary before I could safely return home.

I was given a medical prescription of something or two, some temporary medicine. But I can't remember from November what was happening.

The issue is not whether the condition was life-threatening, but whether treatment was necessary before return to prevent further harm.

Asked whether I am saying that I had some medication which kept me alive between 10 November and 26 November, I say it wasn't like medicine that kept me alive at that time. The surgery was scheduled for the earliest available surgical date after the examination and the specialist assessment.

Asked again how I coped between 10 November and 26 November if the intervention was urgent, I say I do not know. I have to check, because maybe I had the medical prescription or something.

Asked whether I was having breathing difficulties all this time, on the other two weeks, I say, yes.

Asked whether this was the only clinic where I could do the surgery since it was urgent and they could not do it before two weeks, and whether there was another clinic whom I could approach to see whether they could do the intervention before, I say that I cannot go directly to the clinics in Morocco. You have to visit a doctor because you go to the doctor and the doctor is the one who performs in the clinic.

It is said that on 10 November, I was diagnosed as needing some urgent surgery and this particular surgeon couldn't see me before 26 November.

Asked whether I tried to see whether there was any other clinic who could do it before, I say, no.

It is said that I paid 30,000 DHS to the doctor on 15 November. Asked if I have any evidence of how I paid this doctor, I say, I paid him in cash. I wrote this in my emails.

Asked whether I went to the bank before to get the cash, I say, no. I took from my family, from people.”⁸

The Service Provider then presented the evidence of Ms Glenda Bartolo who stated:

“So, based on the evidence that we have that on 10 November, the insured declared he had breathing difficulties while abroad.

We have a medical certificate issued by Dr Verbeke Frederik dated 3 November 2025, confirming no documented pre-existing breathing or related difficulties were present prior to travel.

We have medical findings consistently describing a structural deviation of the nasal septum. And the surgeon's report explicitly refers to a planned septorhinoplasty scheduled for 26 November 2025.

From the documentation provided, and on the basis that the policy would cover any medical costs that are incurred because the treatment is medically necessary to prevent serious harm, we do not have any documentation stating that the condition was life-threatening, that there was some kind of traumatic event that occurred during the trip which could have led to this procedure.

We do not have any medical evidence that this procedure could not be safely postponed until returning to Luxembourg without risk of serious harm.

We also have the 15 days' time lag between the consultation and the planned procedure where normally someone with breathing difficulties is either admitted to hospital or operated there and then or, at least, if not, the next day.

So, based on this evidence, we have concluded that the claim is not covered because it was not medically necessary for the procedure to occur during the trip.

The Arbiter is requesting the Service Provider to present a report from their medical advisors explaining what septorhinoplasty is, how urgent it is and how dangerous it is to fly when you have this condition.

⁸ P. 195 - 197

Glenda Bartolo states:

I had a very long meeting with our medical advisor. Septo-deviated septum does not happen overnight. It happens along a number of years.⁹

The requested medical report was submitted dated 02 June 2026¹⁰ which after elaborating on the medical issue and giving a clinical timeline, concluded:

Summary
<p>Life-Threatening Condition Assessment</p> <p>Status: Not Life-Threatening</p> <p>The provided medical documentation indicates that the patient’s condition is not life-threatening.</p> <ul style="list-style-type: none">• The primary physical diagnosis consists of a structural, mechanical nasal obstruction (deviated septum). The planned corrective surgery (septorhinoplasty) is a standard, elective, and non-emergent procedure.• While the patient possesses a background history of asthma and is experiencing an acute psychiatric exacerbation requiring sedatives due to surgical stress, these factors represent management complexities rather than an imminent threat to life. The recommendation for travel accompaniment is a precautionary measure to ensure safety, compliance, and emotional stability during transport, not an indication of critical instability.• Even if the nose is completely blocked, the patient can still breath through the mouth.¹¹

⁹ P. 198 - 199

¹⁰ P. 202 -204

¹¹ P. 204

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

This case involves two medically conflicting opinions.

The certificate issued on 23 December 2025 by Dr Ilham Chah¹² stating that surgery was needed before returning to Luxembourg due to the severity of clinical condition and risk of deterioration.

This is contrasted by the medical certificate issued by the Service Provider's medical adviser stating the procedure is standard, elective and non-emergent. It states that the patient could have flown back home without risk as he could still breathe through his mouth. He said that the issue whether patient needed travel accompaniment was a precautionary measure to ensure safety, compliance and emotional stability during transport and not an indication of critical instability.

The Arbitrator has to judge the complaint by reference to what is fair, equitable and reasonable in the particular circumstances and substantive merits of the case.¹³

The Arbitrator sees that there is probability that this was not the typical medical emergency that a Travel Policy is generally meant to cover. It presents sufficient circumstances to suggest that Complainant planned the trip with a pre-determined aim to perform this elective surgery and recover its costs under the Travel policy:

1. A medical certificate¹⁴ presented that the patient had no pre-existent condition was issued on 03 November 2025, i.e., one week before the first visit to a medic in Morocco on 10 November 2025.

¹² P. 117

¹³ Article 19(3)(c) of CAP. 555 of the Laws of Malta.

¹⁴ P. 21; P. 104 - 106

It points to a premeditated defence against any issues that an insurer could claim for pre-existent condition, which is not the reason why this claim was refused.¹⁵

The explanations given at the evidence stage were confusing and unconvincing.¹⁶

2. Surgery was conducted 16 days after it was diagnosed, suggesting that it was not a matter of emergency.
3. The certificate about the consultation held on 10 November 2025 recommending surgery before return travel was only issued on 23 December 2025.

On 23 December 2025, Complainant had already returned home and was already in correspondence regarding this claim with the Service Provider preparing documentation to beef up his claim. It is probable that at this time, the insurers explained the cause of refusal was not pre-existent condition leading to building up belatedly new defences.

4. Given that following a wait period of 16 days for the surgery and a post-surgery non-travel period of 9 days was medically advised, one would normally elect to have such surgery in his country of residence surrounded by familiar medical professionals.

Decision

For reasons explained above, the Arbiter does not uphold this complaint for recovery of medical intervention fees as the policy excluded treatment not medically necessary to prevent serious harm before returning home.

The fact that the medical opinion on which this claim is principally based was issued 6 weeks after the diagnosis challenges credibility. In normal circumstances, such certificate would have been issued soon after the diagnosis and sent to the insurers. Furthermore, the delay of 16 days between diagnosis and surgery defies the emergency defined in the claim.

¹⁵ P. 13 indicates that initially refusal was based on pre-existing medical condition but in their reply (p. 169), SIPL excluded refusal for pre-existing medical condition.

¹⁶ P. 196 - 197

However, the Arbiter upholds the claim for the travel of the accompanying person €95,¹⁷ and one night accommodation for the accompanying person €116.51.¹⁸

This on the basis that if Complainant had elected to return to perform surgery in Luxembourg, given his emotional state, accompaniment was advisable especially if he needed to breathe only through his mouth during the flight which would have added further stress.

Accordingly, in terms of Article 26(3)(c)(iv) of CAP. 555 of the Laws of Malta, the Arbiter orders SIPL to pay Complainant the sum of €211.51 (two hundred and eleven euros, fifty-one cents).

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.

¹⁷ P. 6

¹⁸ *Ibid.*

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.