

## Before the Arbiter for Financial Services

Case ASF 036/2026

ZO

(‘Complainant’)

vs

**Steadfast Insurance Partners Limited**  
**(formerly Cowen Insurance Company Limited)**

**(C 55905)**

**(‘Service Provider’ or ‘SIPL’)**

### Sitting of 05 June 2026

#### The Arbiter,

**Having seen the complaint<sup>1</sup> of 23 January 2026**, whereby the Complainant seeks compensation amounting to €16,000<sup>2</sup> to cover settlement of his travel claim regarding medical expenses related to sudden and unforeseeable medical emergency while travelling.

He also seeks a further compensation of €500 as moral damages for the delays and distress caused by the refusal to process and meet his claim.

He booked his trip for a family holiday to Greece from his residence in France on 14 April 2025. He maintains that at the time of his outward journey on 10 July 2025, he only had minor back pain but no diagnosis, no significant concern and no advice not to travel<sup>3</sup>.

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<sup>1</sup> Pages (P.) 1 - 6 and attachments p. 7 - 28

<sup>2</sup> P. 15 - 17

<sup>3</sup> P. 21

He presented evidence of Revolut International Travel Insurance Cover covering the period of one year from 17 December 2024<sup>4</sup>.

He states that his condition worsened acutely whilst in Greece and he had to undergo urgent surgery on 16 July 2025 to prevent permanent nerve damage.

He presented a certificate dated 22 July 2025 from his home doctor declaring he had no significant prior medical history before the surgery of 16 July 2025<sup>5</sup>.

## **Reply**

In their reply of 16 February 2026, SIPL explained that their refusal to meet the claim is based on an Orthopaedic Surgeon report dated 15 July 2025<sup>6</sup> which states:

*'Date: July 15, 2025.*

*Patient: ZO*

*Chief complaint: numbness and weakness right lower extremity, history of R-sided sciatica*

*Patient comes in complaining of right-sided sciatica. This started on the 5th of July 2025. He was running, trying to catch his daughter and he felt a sharp pain in his back that lasted a couple of days. He started having weakness on the 9th of July 2025, numbness and motor weakness. He was unable to manage his flip-flops. He was limping. The weakness started in his back and second toe and then expanded towards the other toes. On the 10th of July he travelled to Greece. He had intense pain. Still the weakness persists, and expanding to the lesser toes. He denies bowel or bladder problems. He has a spasm in his right buttock. He has how sitting while sitting he has intense pain whereas that didn't use to be the case. He only had the pain during walking the pain while sitting is 3-4/10'and maximum is 8-9/10 while he's walking or doing other activities.*

*On clinical exam, he has weakness as far as the dorsiflexion of the toes. And he also has weakness as far as his eversion of his right foot. He has diminished sensation on the LS nerve root on the right compared to the left Otherwise, he's*

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<sup>4</sup> P. 13

<sup>5</sup> P. 19; 28

<sup>6</sup> P. 37

*neurologically intact, including reflexes, motor power. He does have a positive straight leg raise on the right, indicating sciatica. He also does have pain along the lumbar spine, especially between the L4, L5, and L5-S1 vertebrae. He has mild pain in his right buttock. He does not have any pain in his left buttock.*

*Plan:*

- *Urgent consultation with a neurosurgeon and MRI - Mediterraneo Hospital*

*Thank you,*

*Sincerely,*

*G C , MD Attending Orthopaedic Surgeon'.*

This certificate was not included in submissions made with the complaint, but it must have originated from Complainant as this certificate is dated one day before the surgery date.

SIPL maintain that:

*'Relevant Policy Wording*

*The policy provides coverage for unforeseen and unexpected medical events occurring during the insured trip. However, under the section medical protection, the policy clearly states that the following is not covered:*

*'If it was foreseeable before your trip that a claim would be likely to occur during your trip'.*

*From the medical letter provided, we could confirm that at the time of travel, the insured had already experienced acute sharp pain for five days prior to departure and Progressive neurological symptoms (weakness, numbness, and motor weakness) beginning the day before travel.*

*In our assessment, these symptoms were significant and would reasonably indicate that medical evaluation was required prior to travel. A reasonable person experiencing escalating neurological symptoms would likely seek urgent medical advice and reconsider/confirm he may proceed with the travel plans with a medical professional.*

*As the symptoms had manifested and worsened over a few days before departure, the subsequent need for medical treatment during the trip was not unforeseen. Accordingly, the claim falls within the foreseeable events exclusion and is not covered under the terms and conditions of the policy.*

*Our decision was made strictly in accordance with the policy wording and based on the documented medical evidence. While we acknowledge the insured's circumstances, we are unable to provide indemnity where a clear policy exclusion applies.*

*We trust this clarifies our position. Please let us know if any further information is required.<sup>7</sup>*

## **Hearing**

A hearing was held on 21 May 2026.

The Complainant largely restated his case as in the filed complaint further explaining:

***'On Tuesday, 15 July, I went to see a local doctor because I was in so much pain. He referred me, said I immediately needed to go to Athens for an MRI scan.***

***So, he arranged that for me for the 16 July at 9.00 a.m. I got a taxi at 5.00 a.m. to Athens and got there about 9.00 a.m, four hours away. I think by about 11.00 a.m., I'd had an MRI scan, I'd had an X-ray, and I had a microdiscectomy and emergency back surgery. There was no discussion about it, I just turned up and they said they had to do it because if they didn't, then the neurological symptoms could worsen, and it could be irreversible.***

***So, I had that and I submitted the claim.'<sup>8</sup>***

On being cross-examined, he replied:

***'Asked whether before I left for Greece, when I was still at home, at my place of residence, I was suffering from any kind of pain, I say that I was suffering from back pain and, like, a little bit of sciatica.***

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<sup>7</sup> P. 32

<sup>8</sup> P. 71

***Asked whether it is correct to state that from the report that the insurance have, my symptoms started on the 5 July, when I felt a sharp pain in the back that lasted a couple of days. That I started having weakness on 9 July, on the eve before I left, with numbness and motor weakness, and I was unable to manage even wearing my flip flops and I was limping.***

***I say that the back pain started on 5 July, yes. The motor symptoms didn't happen until I was walking around Athens.<sup>9</sup>***

The Service Provider then made their case as in their official reply and added:

***'This orthopaedic report was issued by Dr G C on 15 July 2025 (page 37 of the proceedings).***

***I am basing my submissions on this report and not on the certificate of the hospital where the Complainant did the operation.***

***So, our position is that the policy wording specifically excludes situations where it was foreseeable before taking this trip that a claim would likely to occur during his trip.***

***Our view is that the condition had already manifested prior to his departure, given the progressive neurological symptoms before travel that we have on this report where we have concluded that it was reasonably foreseeable that medical treatment or complications may arise during the trip.***

***I say that this is not a pre-existing condition, because pre-existing, in our case, would be in the 12 months preceding the date of booking.***

***We categorise it as a foreseeable event.<sup>10</sup>***

On being cross-examined, the SIPL representative stated:

***'Asked on what basis is some back pain and sciatica making surgery, a likely outcome, I reply that I did not specifically say that this surgery was already foreseeable before his travels. What we said is that the symptoms that he***

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<sup>9</sup> P. 71 - 72

<sup>10</sup> P. 72 - 73

***presented with when he went for his consultation and MRI were already existent before his travel as stated in the report.***<sup>11</sup>

### **Final submissions**

Final submissions were made verbally at the end of the hearing.

Complainant emphasised that he walked around Athens for 2 days, travelled 4 hours to where he was staying on holiday before the pain became severe enough to force him to seek help. He denied that the surgery was foreseeable before departure.

When asked by the Arbiter where did the medical professional who issued the 15 July certificate get the information about his status prior to departure, Complainant said he does not remember but admitted he must have given that information when he was being examined and when he was under severe pain.

The Service Provider emphasised that the symptoms were evident before travel commenced and that the consultation, the MRI and the surgery performed during the overseas trip were reasonably foreseeable and therefore out of cover.

### **Consideration and analysis**

**The Arbiter,**

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

**Having seen the reply and evidence of the Service Provider,**

**Considers**

It is a basic principle of insurance that only non-foreseeable events are covered. The policy clearly stipulated that no cover applies if the event leading to the claim was foreseeable before the trip started as likely to occur during the trip<sup>12</sup>.

The certificate issued one day before the surgery by the Orthopaedic Surgeon<sup>13</sup> clearly indicated that the pain build-up in the 5 days before the commencement of the trip rendered the cause of the claim quite foreseeable.

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<sup>11</sup> P. 73

<sup>12</sup> P. 54, YOU'RE NOT COVERED, point 7.

<sup>13</sup> P. 37

The Arbiter understands no one likes to cancel a family holiday at the last minute, but no consumer should expect to shift on to his insurer the cost of an intervention which could have been avoided if the trip was cancelled.

The Arbiter has no information whether the Complainant had a normal health policy which would have covered the cost of the intervention if done at his country of residence.

Cancellation of the trip was covered by the policy, and it has been established that had Complainant cancelled the trip because of his medical condition the insurance would have addressed a claim for the flight costs amounting to €2,246.26. The holiday accommodation costs were paid by relatives, and he would not have incurred any loss in this respect<sup>14</sup>.

### **Decision**

The Arbiter is obliged by Article 19(3)(b) of CAP. 555 of the Laws of Malta to determine and adjudge a complaint by reference to what, in his opinion, is fair, equitable and reasonable in the particular circumstances and substantive merits of the case.

For reasons explained above, the Arbiter does not uphold the complaint for recovery of the €16,000 surgery and hospitalisation costs as claimed. However, the Arbiter feels that SIPL should have offered to compensate Complainant for the cost of the flights, given that they avoid the hospital/surgery claim and fault Complainant for not cancelling his holiday due to the medical state he was in on departure date.

**For the reasons amply explained above, the Arbiter is upholding this Complaint to a limited extent and, in terms of Art. 26(3)(c)(iv) of CAP. 555 of the Laws of Malta, orders the Service Provider to pay the Complainant €2,246.26 (two thousand, two hundred and forty-six euro point two six) being the cost of air tickets which would have been claimed had the Complainant cancelled his holiday as the Service Provider argues he should have.**

**With interest at the rate of 2.15% p.a.<sup>15</sup> from the date of this decision till the date of payment.<sup>16</sup>**

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<sup>14</sup> P. 76

<sup>15</sup> Equivalent to the current Main Refinancing Operations (MRO) interest rate set by the European Central Bank.

<sup>16</sup> It is to be noted that in case this decision is appealed, should this decision be confirmed on appeal, the interest is to be calculated from the date of this decision.

**Each party is to bear its own legal costs of these proceedings.**

### **Recommendation**

Furthermore, the Arbiter recommends that SIPL consider making an ex gratia additional payment to Complainant within the limit of Trip Cancellation provisions of the policy.

The Arbiter is morally convinced that there was no bad faith on the part of the Complainant and his decision to proceed with the trip despite the painful state he was in, was genuinely motivated by laudable human instincts not to rub one's problems onto loved family members. Had not the accommodation expenses been covered by his relatives, cancellation would have also covered them.

This recommendation is without obligation on the Service Provider to adopt.

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**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 Arbitrator'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.