

**In the name of His Highness Sheikh Tamim bin Hamad Al Thani,  
Emir of the State of Qatar**

**IN THE CIVIL AND COMMERCIAL COURT  
OF THE QATAR FINANCIAL CENTRE  
FIRST INSTANCE CIRCUIT**

**15 March 2018**

**CASE NO: 13/2017**

**DAMAN HEALTH INSURANCE QATAR LLC**

**Claimant**

**v**

**CONSOLIDATED GULF CO WLL**

**Defendant**

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**JUDGMENT**

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**Members of the Court:**

**Justice Robertson**

**Justice Hamilton**

**Justice Arestis**

## **ORDER**

Having accepted jurisdiction in this matter, the Court determines:

1. The application for Summary Judgment is granted; and
2. The sum of QAR 223,151.58 is owed to the Claimant by the Defendant which the Defendant must pay to the Claimant forthwith.

## **JUDGMENT**

1. The Claimant is a company established in the Qatar Financial Centre ('QFC') pursuant to the laws and regulations of the QFC.
2. At all material times the Defendant was, and so far as the Court is aware, remains a company which is established in the State of Qatar, although outside the QFC.
3. By virtue of a Claim Form, issued by the Registry on behalf of the Court on the 6 December 2017, the Claimant alleged that the Defendant had unpaid premiums owing to it pursuant to the terms of a health insurance policy ('the Policy') in the amount of QAR 221,774.59 as well as a 'late payment fee' in the sum of QAR 1,376.99.
4. Attached to the Claim Form were the following documents:
  - (a) The Letter of Acceptance for the Policy, duly signed and stamped by representatives of the Claimant and Defendant;
  - (b) A copy of the Policy Wording which contains the standard terms and conditions of the Claimant and which the Claimant says applies to the Policy;

- (c) A formal letter of suspension, dated 24 October 2017, from the Claimant to the Defendant;
  - (d) A formal notice of termination of the Policy, dated 20 November 2017, from the Claimant to the Defendant;
  - (e) Email communications between the Claimant and the Defendant's appointed insurance broker regarding the unpaid premium; and
  - (f) A 'statement of account' indicating the calculation for the unpaid premium and late payment fee.
5. On 7 December 2017, the Claimant filed with the Registry an 'Acknowledgement of Receipt' which purported to demonstrate that the Defendant had received the 'Claim Form and supporting documentation'. It contained the full name, position and signature of a representative of the Defendant and was dated 7 December 2017. The signatory acknowledged, by signing the Acknowledgment of Receipt, that she was authorised, on behalf of the Defendant, to take delivery of such correspondence.
  6. In accordance with the Regulations and Procedural Rules of the Court ('the Rules'), the Defendant had 28 days in which to file and serve a Defence or an admission to the claim or any part of it. The Defendant failed to do so.
  7. On the 22 January 2018, the Defendant having failed to file and serve a response, the Claimant filed and served an Application for Summary Judgment.
  8. The following day, the Claimant filed with the Registry a second Acknowledgment of Receipt, dated 22 January 2018, which purported to demonstrate that the Defendant had received the 'Application Form and supporting documents'. Once again, it contained the full name, position and signature of a representative of the Defendant. The signatory acknowledged, by signing the Acknowledgment of Receipt, that she was authorised, on behalf of the Defendant, to take delivery of such correspondence.

9. More than 28 days has elapsed since the service of the Application for Summary Judgment and the Defendant has, once again, failed to file and serve any representations in response.

### Decision

10. Having considered the unchallenged evidence of the Claimant, the Court is satisfied that the Claimant and Defendant entered into a contractual relationship in the form of the Policy.
11. The Letter of Acceptance identifies, amongst other things, that the Policy Wording sets out the rights and obligations between the Parties and that it should be read together with the Letter of Acceptance. The Policy Wording is, therefore, incorporated into the contractual agreement.
12. Annexed to the Letter of Acceptance are the details of the annual premium per insured member. This was payable by quarterly instalments.
13. The Policy Wording makes clear that 'The Policy will be governed by the QFC laws, rules and regulations'. Article 8.3(c/4) of the QFC Law makes express provision as to the jurisdiction of the Court in circumstances such as the present where one party (in this case the Claimant) is an entity established in the QFC and the other is established in the State of Qatar but outside the QFC (in this case the Defendant). There is a presumption that the Court will have jurisdiction in such circumstances 'unless the parties agree otherwise'. The Parties in this case have neither expressly, nor by implication, agreed that some other court should have jurisdiction in the event of a dispute. The presumption, therefore, stands.
14. We therefore accept that the Court has the jurisdiction to determine this dispute.

15. Section 4 of the Policy Wording sets out further information in relation to 'Premium Rates' including how premiums are calculated and the consequences of non-payment. Section 3 provides for the termination of the Policy by the Claimant in, among other events, the non-payment of premiums. On such termination the Policyholder remains liable for unpaid premiums (Section 3.4).
16. From the documents submitted it appears that the Defendant made certain payments towards the first three quarterly instalments, albeit these were underpayments and were late. It failed to make any payment of or towards the fourth instalment. By these failures it exposed itself to suspension and, ultimately, termination of the Policy.
17. The Court is mindful of the fact that the Defendant has not taken part in these proceedings. It would appear, however, that the Defendant has deliberately chosen not to do so. If the Defendant had a good reason for why it did not make the payment in accordance with the terms of the Policy, it has chosen not to advance that reason before the Court.
18. In any event, the Court is satisfied, having read and considered all the documents put before it, that the Claimant has established that there was an agreement between it and the Defendant. The Defendant failed to make the required payments in accordance with the terms of the Policy and so the Policy was suspended and later terminated. The specified sum remains outstanding and also attracts late payment fees in accordance with Schedule 2 of the Letter of Acceptance.
19. The Court concludes that, in all the circumstances, it is in the interests of justice to proceed to Summary Judgment in accordance with Article 22.6 of the Rules. The Claimant is entitled to the sum claimed which should be paid to it by the Defendant forthwith.

By the Court,

  
Justice Bruce Robertson



**Representation:**

The Application for Summary Judgment was considered on the papers, i.e. without the need for an oral hearing.

For the Claimant: Mr Herve Bourel (CEO of the Claimant)

The Defendant was not represented and made no representations.