REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA,
GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 23841/2014

(1) REPORTABLE: ~~YES /~~ NO
(2) OF INTEREST TO OTHER JUDGES: ~~YES/~~NO
(3) REVISED.

....
DATE SIGNATURE

In the matter between:-

BARKER: MICHAEL STUART Applicant

And

ALTRISK, A DIVISION OF HOLLARD LIFE ASSURANCE COMPANY LIMITED Respondent

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JUDGMENT

CORAM: CRUTCHFIELD AJ

[1] This matter came before me on the opposed motion roll of the week commencing 25 January 2016. Both parties were represented by senior and junior counsel.

[2] The applicant claimed the reinstatement of a life insurance policy lapsed by the respondent, the insurer, pursuant to the applicant's alleged failure to pay certain monthly premiums required in terms of the policy.

[3] The applicant sought the following relief:

3.1 An order declaring the respondent's cancellation (or lapsing) of the policy unlawful.

3.2 An order directing the respondent to reinstate the policy on the same terms and conditions as at 17 January 2013, subject to the applicant paying the instalments due in terms of the policy for the period between 1 November 2012 and the date of reinstatement of the policy; and

3.3 Costs only in the event of the respondent opposing the relief.

[4] Hence, the critical issue for determination was whether the respondent's lapsing of the policy was unlawful, or otherwise.

[5] The essence of the applicant's case was that the respondent, in cancelling the policy, failed to act in accordance with the fundamental rights of fairness, dignity and equality.

[6] The facts which were common cause between the parties, included the following:

6.1 The applicant applied to the respondent, and was granted, certain assurance cover under policy number [5……] ('the policy'), in respect of:

6.1.1 Life assurance cover on the applicant's life in the initial amount of R4 400 000.00.

6.1.2 Comprehensive disability assurance cover of an initial amount of R1 000 000.00; and

6.1.3 Comprehensive dread disease assurance cover in an initial amount of R1 000 000.00;

('the cover').

6.2 The cover incepted on 1 July 2009.

6.3 The relevant material terms of the policy were the following:

6.3.1 The policy consisted of the proposal, the life assurance policy document (including the schedule), and any endorsements issued by the respondent thereto.

6.3.2 No modification thereof would be of effect unless in writing and signed by the managing director of the respondent or his nominee.

6.3.3 In consideration of the payment to the respondent of the premiums payable in terms of the schedule, the respondent undertook to pay the benefits described in the policy.

6.3.4 All premiums were payable in advance and due on the first day of the month.

6.3.5 A period of grace of one month was provided for the payment of each premium.

6.3.6 In the event that a premium was not paid within the one month grace period, the policy would lapse.

6.3.7 If the policy lapsed, the respondent would consider its reinstatement subject to the respondent's requirements at the time.

6.3.8 The policy provided for a compulsory premium escalation in accordance with a recorded formula based upon the applicant's age at any particular time.

[7] The terms of the policy find application against the backdrop of section 52 of the Long-Term Insurance Act 52 of 1998, to which I refer below.

[8] On or about 29 April 2012, the applicant suffered a heart attack. The respondent honoured its commitments under the policy, and paid the applicant the amount of R1 200 000.00, in terms of the dread disease cover. An endorsement was made to the policy.

[9] The applicant, initially, paid the monthly premiums due under the policy by way of a debit order, registered against a banking account held by him at Nedbank ('the Nedbank account').

[10] On 21 July 2009, the respondent received a debit order instruction from one Guy Rae ('Rae'), a person known to the applicant, in terms of which the monthly premiums in respect of Rae's policy number [5……..] ('Rae's policy'), were to be paid from the Nedbank account.

[11] As at 31 August 2012, the applicant's premiums for the month of August 2012 remained unpaid, as the debit order in respect of payment of the premium on 1 August, was reversed on the grounds of *'no authority*'.

[12] On 4 September 2012, the applicant's August 2012 premium, debited once again from the Nedbank account on 3 September 2012, remained unpaid and was then credited to the applicant's Nedbank account.

[13] As a result, the applicant made a cash or manual payment in respect of his August 2012 premium.

[14] On 5 September 2012, the applicant's September 2012 premium, debited on 1 September 2012, was reversed on the grounds of *'not provided for'*.

[15] On 24 October 2012, the applicant was advised by the respondent that the premiums due to the latter for the months of September and October 2012 had not been paid.

[16] The applicant, on that same day, 24 October 2012, paid R7 722.00, the amount of the premiums due for the months of September and October 2012.

[17] The applicant's monthly premiums were debited from the Nedbank account until 1 September 2012.

[18] The applicant, at that stage, was oblivious of the deduction of the monthly premiums under Rae's policy from the Nedbank account, which were allegedly not authorised by the applicant. Notwithstanding, the applicant conceded that the relevance of Rae's policy was limited to it being the source of much confusion.

[19] On 1 November 2012, the respondent informed the applicant that the debit order in respect of Rae's policy was stopped on 1 September 2012, and that no further deductions were made thereafter.

[20] On 3 December 2012, the applicant completed and submitted a new debit order application, ('the FNB debit order authorisation'), to the respondent, authorising the latter to deduct the premiums due to it under the policy, an amount of R3 861.00 per month, from an account held at First National Bank ('the FNB account').

[21] The relevant portion of the FNB debit order authorisation, dated 3 December 2012, provides for the following and I quote:

'Preferred Debit Date: 7th of the month (07.01.13)

Premium Amount R3 861.00

I authorise Hollard Life to draw against this account all amounts due in terms of this application. This authorisation is to remain in force until terminated by Hollard Life or myself.'

[22] On 4 December 2012, the applicant paid (or so he thought), the premium due to the respondent for the month of December 2012.

[23] Also on 4 December 2012:

23.1 The respondent provided the applicant's intermediary, Ms Cathleen Bierbaum ('Bierbaum'), with updated banking details and advised that the change in terms of the FNB debit order authorisation would be with effect from 7 January 2013.

23.2 Bierbaum informed the applicant by way of electronic mail ('email'), that:

23.2.1 The respondent had loaded the debit order and that it would run from January 2013 as per the applicant's request; and

23.2.2 She assumed that the applicant would pay the December contribution via electronic transfer.

[24] On 20 December 2012:

24.1 The respondent advised the applicant's broker that the policy was in arrears, and effectively in a state of lapse:

24.1.1 The arrear premiums up to and including 31 January 2013, (being the three premiums in respect of the months of November 2012, December 2012 and January 2013), amounted to R11 583.00.

24.1.2 The lapse of the applicant's policy would be processed on 18 January 2013, if the arrears were not paid prior to that date.

24.2 Bierbaum contacted the applicant telephonically and advised him of the aforementioned.

[25] It is not without significance that Bierbaum telephoned the applicant personally in this regard, rather than notifying him thereof via email.

[26] It is apposite to mention, however, that the respondent's notification to the applicant on 20 December 2012 was the first in respect of the non-payment of the November 2012 premium, due on 1 November 2012, to the respondent. In effect, the respondent gave notice of the unpaid status of two arrear premiums, (in respect of the months of November and December 2012), simultaneously.

[27] On 21 December 2012, the respondent advised the applicant's intermediaries that it was in possession of the new debit order details relating to the FNB account, which was 'in place for 7 January 2013, for the month of January 2013', but that the respondent had not received payment of the premiums in respect of November or December 2012.

[28] Bierbaum asked the respondent if it could collect the arrear premiums referred to in the email of 20 December 2012, by way of the debit order registered against the FNB account. No response to that request was allegedly forthcoming from the respondent.

[29] On 7 January 2013, the applicant's intermediary notified the applicant in writing that the respondent could not locate payment of the December 2012 premium, and requested that the applicant furnish proof thereof as a matter of urgency.

[30] Subsequently, 18 January 2013 brought a flurry of activity:

30.1 Bierbaum advised the applicant by email that the respondent was unable to trace payment of the premiums paid by way of EFT for November and December 2012, and urgently requested proof thereof as the policy was in danger of lapsing.

30.2 Proof of the applicant's electronic payment was transmitted to Bierbaum, who advised thereupon, that:

30.2.1 On 4 December 2012, the applicant paid, erroneously, the premium due under Rae's policy and not his own; and

30.2.2 The applicant should pay the amount of R255.17, being the difference in the premium due under Rae's policy and his, which

the applicant duly did, utilising, however, the reference number of Rae's policy.

30.3 The applicant's policy lapsed accordingly.

[31] Pursuant thereto, the applicant ascertained the following:

31.1 The November 2012 premium was not paid, as the respondent did not endeavour to deduct the premium due to it from the Nedbank account.

31.2 The premium paid by the applicant on 4 December 2012, was that in respect of Rae's policy.

31.3 The amount of the monthly premium payable under the applicant's policy was R3 861.00, and that in terms of Rae's policy was R3 605.83.

31.4 On 14 December 2012, the respondent refunded the amount of R4 076.15 to the Nedbank account.

31.5 The respondent did not deduct the January 2013 premium from the FNB account, as it was authorised to do in terms of the FNB debit order authorisation.

[32] On Monday, 21 January 2013, the following business day, the applicant paid the sum of R11 327.83 to the respondent, which payment together with that of R255.17 on 18 January 2013, represented payment of all premiums due to the respondent until 31 January 2013.

[33] 18 January 2013 was a Friday and 21 January 2013, the Monday thereafter, was the next business day.

[34] On 26 January 2013, the applicant became aware that the respondent lapsed the policy on 18 January 2013.

[35] The applicant referred the dispute relating to the lapsing of the policy to the ombudsman for the long term insurance industry (*'the ombudsman'*), who determined on 5 February 2014, that the respondent's decision was justified in the circumstances. The applicant, being dissatisfied with the ombudsman's determination, instituted the current proceedings.

[36] The applicant, (correctly in my view), did not proceed at the hearing with the issue, raised on the papers, that the respondent had failed to furnish the applicant with one month's written notice as required by the policy, and that the cancellation of the policy as a result thereof, was premature.

[37] The argument of the applicant was that the manner in which the respondent implemented the terms of the policy, and its cancellation thereof, was unconscionable, illegal and immoral in the circumstances outlined above. Hence, the court should refuse to give effect to the respondent's conduct in lapsing the policy.

[38] The applicant presented a chronology, the purpose of which was to demonstrate that the applicant was not reckless in respect of payment of the premiums under the policy, and, that he paid promptly upon being advised of non-payment thereof by the respondent.

[39] It was contended by the applicant that the respondent, (in failing to present the debit order in respect of the November 2012 premium debit order, returning the December 2012 premium, and, declining to act upon the FNB debit order authorisation as regards the January 2013 premium), created the circumstances upon which it then sought to rely, as the reason for lapsing the policy, which the respondent was not permitted to do.

[40] Further, there was no reason for the respondent's failure to act upon the Nedbank debit order in respect of the November 2012 premium, as the policy, at that stage, was fully paid.

[41] The applicant relied upon the FNB debit order authorisation mandating the respondent to deduct all amounts due to it, as a tender of performance of payment of

the arrears as at 3 December 2012, with which the respondent failed to comply thereby frustrating the applicant's tender of performance.

[42] The respondent contended that it was well within its rights to decline to present the Nedbank debit order for payment of the November 2012 premium, as the debit order had failed for the months of August, September and October 2012. Moreover, it was obliged to return the December 2012 premium, as the payment was made with reference to Rae's policy.

[43] As regards the January 2013 premium, the respondent argued that in so far as FNB debit order authorisation provided for the seventh day of the month as the preferred date of payment, it served to modify the terms of the policy, (stipulating payment of the premiums on or before the first day of the month). In order for the alleged modification to gain effect, it required the signature of the managing director of the respondent or his nominee. In the absence thereof, the respondent contended that it was not obliged to act upon the FNB debit order authorisation in respect of payment of the January 2013 premium.

[44] The respondent relied upon *Venter v Venter*[1] as authority for its argument that because the policy was silent on the method of payment of the premiums, the obligation rested upon the applicant, in order to avoid a breach of the contract, to seek out the respondent and tender payment of the arrear premiums in cash, before the lapse of the grace period.

[45] This was notwithstanding the existence of a clearly established method of payment between the parties, by way of debit order.

[46] To my mind, the FNB debit order authorisation operated as a mechanism for payment and did not amount to a term of the contract. Thus, it did not require signature by the respondent's managing director or his nominee in order to found validity. Furthermore, the document comprising the FNB debit order authorisation, of which the respondent was itself the author, provided only for the *preferred date* for payment, and hence it did not serve to vary the term of the policy stipulating the first day of the month as the due date of payment of the premiums.

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1 *Venter v Venter* 1949 (1) SA 768 (A) at 778-779.

[47] However, the respondent was expressly authorised by the applicant in terms of the FNB debit order authorisation, to deduct the amount of R3 861.00 with effect from January 2013.

[48] Moreover, Bierbaum's email communication of 4 December 2012 to the applicant stated unequivocally, that the respondent, acting upon the FNB debit authorisation, would deduct only the amount required in terms of the January premium from January 2013.

[49] Accordingly, absent specific consensus in terms with the respondent to deduct the existing arrears under the debit order registered against the FNB account, the proper construction of the FNB debit order authorisation, in my view, is as an authority in favour of the respondent, to deduct all premiums which become due to it under the policy in the future, as from January 2013, from the FNB account, until termination of that authority by either the respondent or the applicant.

[50] Hence, the provisions of the FNB debit order authorisation do not sustain the applicant's argument that it served as a tender of payment of the arrear premiums. This, however, is not determinative of the outcome of this matter.

[51] To my mind, the critical issue in respect of the arrear premiums is the respondent's failure to notify the applicant timeously of the non-payment of the November 2012 premium, whatever the reason for that non-payment might be.

[52] The respondent referred in argument to the provisions of the Long-Term Insurance Act, 52 of 1998 ('the Act'), the provisions of which intercede, according to the respondent, in favour of the insured.

[53] Broadly stated, section 52 of the Act provides that a policy holder be advised of the risk of the lapsing of the policy due to non-payment of the premium, and, legislates for a grace period of fifteen (15) days from date of notification in the case of a long-term policy under which there are two (2) or more premium payments at monthly intervals or less, or for such longer period as may be agreed between the relevant parties.

[54] In the event that the overdue premium is not paid by the end of the grace period, the policy stands to be dealt with in accordance with section 52(2) of the Act.

[55] The policy in question, however, provided for a grace period of one month for the payment of each premium. In addition, in the event of the policy lapsing, the respondent undertook to consider its reinstatement subject to the respondent's requirements at the time.

[56] In the light thereof, the respondent's argument that the policy, insofar as it permitted cancellation in these circumstances, did not offend against public policy, was self-evidently correct.

[57] Accordingly, the applicant was obliged to demonstrate that the time-period was unreasonable or almost impossible to comply with, which the respondent contended, the applicant failed to do.

[58] It was not impossible for the applicant, who was advised of the non-payment on 20 December 2012, to comply with the time limit. In the event that the applicant, objectively assessed, had performed a proper investigation, the confusion and *comedy of errors*, as it was termed, would not have occurred.

[59] *Pacta sunt servanda* remains the cornerstone of our law of contract. Public policy requires that parties should in general comply with contractual obligations that have been freely and voluntarily undertaken.[2] The fact that a provision in a contract, willingly undertaken, may operate *'harshly'* does not mean it is unenforceable.[3]

[60] Given the respondent's reliance upon the maxim *pacta sunt servanda* and the applicant's apparent failure to comply with his contractual obligation to pay the required premiums timeously in terms of the policy, the applicant referred in reply, to *Botha v Rich NO*[4] *('Botha'),* in respect of the reciprocal duty to perform obligations.

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2 *Botha and another v Rich NO and others* 2014 (4) SA 121 (CC) ('*Botha*') at para 23.
3 *Bock and Others v Duburoro Investments* (Pty) Ltd 2004 (2) SA 242 (SCA).
4 2014 (4) SA 124 (CC) at 145.

[61] *Pacta sunt servanda,* however, is a bilateral concept. It finds application to both parties equally, in a manner that is fair.

[62] I turn at this stage to deal with the issues in so far as I have not already done so hereinabove.

[63] In *Potgieter,*[5] the SCA stated that:

> "[32] ...Reasonableness and fairness are not freestanding requirements for the exercise of a contractual right. … As to the role of these abstract values in our law of contract this court expressed itself as follows …:
>
> > '(A)lthough abstract values such as good faith, reasonableness and fairness are fundamental to our law of contract, they do not constitute independent substantive rules that courts can employ to intervene in contractual relations. These abstract values perform creative, informative and controlling functions through established rules of the law of contract. They cannot be acted upon by the courts directly. Acceptance of the notion that judges can refuse to enforce a contractual provision merely because it offends their personal sense of fairness and equity will give rise to legal and commercial uncertainty.' …
> >
> > 'As the law currently stands good faith is not a self-standing rule, but an underlying value that is given expression through existing rules of law. In this instance good faith is given effect to by the existing common-law rule that contractual clauses that are impossible to comply with should not be enforced ... Whether, under the Constitution, this limited role for good faith is appropriate and whether the maxim *lex non cogit ad impossibilia* alone is sufficient to give effect to the value of good faith are, fortunately, not questions that need be answered on the facts of this case and I refrain from doing so.'
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> [34] Unless and until the Constitutional Court holds otherwise, the law is therefore as stated by this court, for example in the cases of *South African Forestry, Brisley; Bredenkamp; and Maphango, ..."*

[64] The Constitutional Court formulated the relevant test in *Barkhuizen v Napier,*[6] in the following terms:

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5 *Potgieter & Another v Potgieter NO & Others* 2012 (1) SA 637 (SCA) ('*Potgieter*') at paras 32 - 34 (references omitted).

6 *Barkhuizen v Napier* 2007 (5) SA 323 (CC) ('*Barkhuizen*').

> '[51] In general, the enforcement of an unreasonable or unfair time-limitation clause will be contrary to public policy. Broadly speaking, the test announced in Mohlomi is whether a provision affords a claimant an adequate and fair opportunity to seek judicial redress. Notions of fairness, justice and equity, and reasonableness cannot be separated from public policy. Public policy takes into account the necessity to do simple justice between individuals. Public policy is informed by the concept of ubuntu. It would be contrary to public policy to enforce a time-limitation clause that does not afford the person bound by it an adequate and fair opportunity to seek judicial redress. ...
>
> [56] There are two questions to be asked in determining fairness. The first is whether the clause itself is unreasonable. Secondly, if the clause is reasonable, whether it should be enforced in the light of the circumstances which prevented compliance with the time-limitation clause. ...
>
> [58] The second question involves an inquiry into the circumstances that prevented compliance with the clause. It was unreasonable to insist on compliance with the clause or impossible for the person to comply with the time limitation clause. Naturally, the onus is upon the party seeking to avoid the enforcement of the time-limitation clause. What this means in practical terms is that once it is accepted that the clause does not violate public policy and non-compliance with it is established, the claimant is required to show that in the circumstances of the case there was a good reason why there was a failure to comply.

[65] In short, Barkhuizen contemplates a two-part test. Firstly, an objective test is applied to the clause in issue in order to assess its unreasonableness or otherwise. If the clause survives the objective test, as in the instant case, then the subjective test finds application in order to determine whether on all the relevant facts, the application of the clause was unconscionable.[7]

[66] The crux of the second part of the test[8] is: '(was it) unreasonable to insist on compliance with the (time limitation) clause or impossible for the person to comply with the time limitation clause.' The question is framed in the alternative. Hence, sufficiency of either alternative, meets the test.

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7 *Juglal NO & Another v Shoprite Checkers (Pty) Ltd t/a OK Franchise Division* 2004 (5) SA 248 (SCA) at para 12.

8 *Barkhuizen* above n 6 at para 58.

[67] The respondent found its entitlement to lapse the policy in the provisions of section 52 of the Act, read together with the relevant provisions of the policy.

[68] Given the argument that it was the respondent's application of the policy and the cancellation thereof that was unlawful, the issue of whether or not the respondent applied the relevant provisions of the policy read together with section 52, in a manner that conformed to the Constitution, depends firstly, upon a proper interpretation of the section.[9]

[69] Indeed, 'The guidance provided by section 39(2) of the Constitution to statutory interpretation under our constitutional order means that all statutes must be interpreted through the prism of the Bill of Rights...The general rule of statutory construction is that courts will give unambiguous provisions of a statute their plain meaning unless that meaning creates a result that is contrary to the purpose of the statute itself or when it leads to an absurd result.'[10]

[70] It follows that I am obliged, in interpreting and applying section 52 of the Act, to promote the spirit, purport and objects of the Bill of Rights.

[71] Section 52 is a composite provision.

[72] The purpose of the grace period envisaged therein, speaks for itself. It functions to permit the insured a reasonable opportunity (within the confines of the policy), to make good upon the arrear premium and thus prevent the lapse of the policy.

[73] The grace period incepts, in terms of section 52(1), with effect from the date of notice to the insured of non-payment of the premium.

[74] Section 52(2) of the Act, which provides for the lapse of the policy upon non-payment of the premium within the grace period, is triggered, in the first instance, by notice to the insured of non-payment of the premium. The notice functions in addition, to inform the insured of the termination date of the grace period, prior to which the arrear payment must be made.

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9 *Botha* above n 2 at para 23.
10 Id at paras 28 – 29.

[75] If section 52 is to be interpreted so as to promote the values inherent in the Bill of Rights, which include those of good faith, bona-fides and ubuntu,[11] all relied upon by the applicant, the grace period provision must be applied in accordance with the purpose[12] thereof, in a manner that affords the insured a reasonable opportunity, (within the confines of the terms of the policy), to pay the arrear premium.

[76] The provision for notice to the insured gives effect inter alia, to the fundamental value of fairness. Logic dictates that an insured, who received notice of the non-payment of a single premium, within a reasonable time of such non-payment, would be better able to pay the arrear premium than the insured who received notice of the non-payment of more than one premium, simultaneously.

[77] Indeed, section 52(1) of the Act refers to 'arrear premium' in the singular. The wording of section 52 indicates that the section envisages that notice of non-payment of a single premium be given to the insured within a reasonable time of such non-payment, and, that such notice be afforded in respect of each non-payment as and when it occurs.

[78] Thus, an insurer may not delay giving notice of non-payment until more than one premium is in arrears. Indeed, to do so would impact negatively upon the insured's ability to make good upon the arrears within the stipulated grace period and would run counter to the purpose of the grace period.

[79] Section 52 is unambiguous. The plain meaning thereof as set out above, does not serve to create a result that is contrary to the purpose of the statute itself, nor does it give rise to an absurd result.

[80] In addition, such an interpretation accords with the provision of the policy to the effect that the insured is entitled to the grace period in respect of each arrear premium. *Pacta sunt servanda* applies equally to the respondent as it does to the applicant.

[81] Thus, I am obliged to give effect to the plain meaning of the section read together with the policy, which I intend to do hereunder.

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11 *Everfresh Market Virginia (Pty) Ltd v Shoprite Checkers (Pty) Ltd* 2012 (1) SA 256 (CC).

12 *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) at paras 18 – 19.

[82] I have already referred to the fact that the respondent failed to give notice to the applicant of non-payment of the November 2012 premium, until 20 December 2012. The respondent delayed until non-payment of the December 2012 premium in addition, prior to giving notice of the non-payment of both premiums simultaneously, which it was not entitled to do.

[83] The policy read together with the provisions of section 52 of the Act, obliged the respondent to furnish notice of the non-payment of the November 2012 premium within a reasonable time of such non-payment, and not delay until 20 December 2012, at which stage both the November 2012 and the December 2012 premiums were in arrears.

[84] The respondent itself failed to comply with the terms of the policy read together with section 52 of the Act. Hence, the respondent's insistence upon compliance with the grace period, and its lapsing of the policy upon the applicant's non-compliance, was in itself unreasonable, and, comprised a breach of the terms of the policy.

[85] In the circumstances, the lapse of the policy by the respondent stands to be set aside.

[86] It was common cause at the hearing that the costs, including the costs of senior counsel or two counsel wherever employed, should follow the merits of the application.

[87] In the circumstances I make the following order:

87.1 The respondent's cancellation of policy number 5…… is declared unlawful.

87.2 The respondent is ordered to reinstate policy number 5……. on the same terms and conditions as applied at 17 January 2013, subject to the applicant paying the instalments due in terms of the policy for the period between 1 November 2012 and the date of reinstatement of the policy.

87.3 The respondent is ordered to pay the costs of this application including the costs of senior counsel or two counsel wherever employed.

A A CRUTCHFIELD
ACTING JUDGE OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

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DATE OF HEARING	28 January 2016
DATE OF JUDGMENT	22 July 2016