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 NORTON ROSE FULBRIGHT

THE COMIC BOOK EDITION

THE BIG READ BOOK SERIES

Volume 5

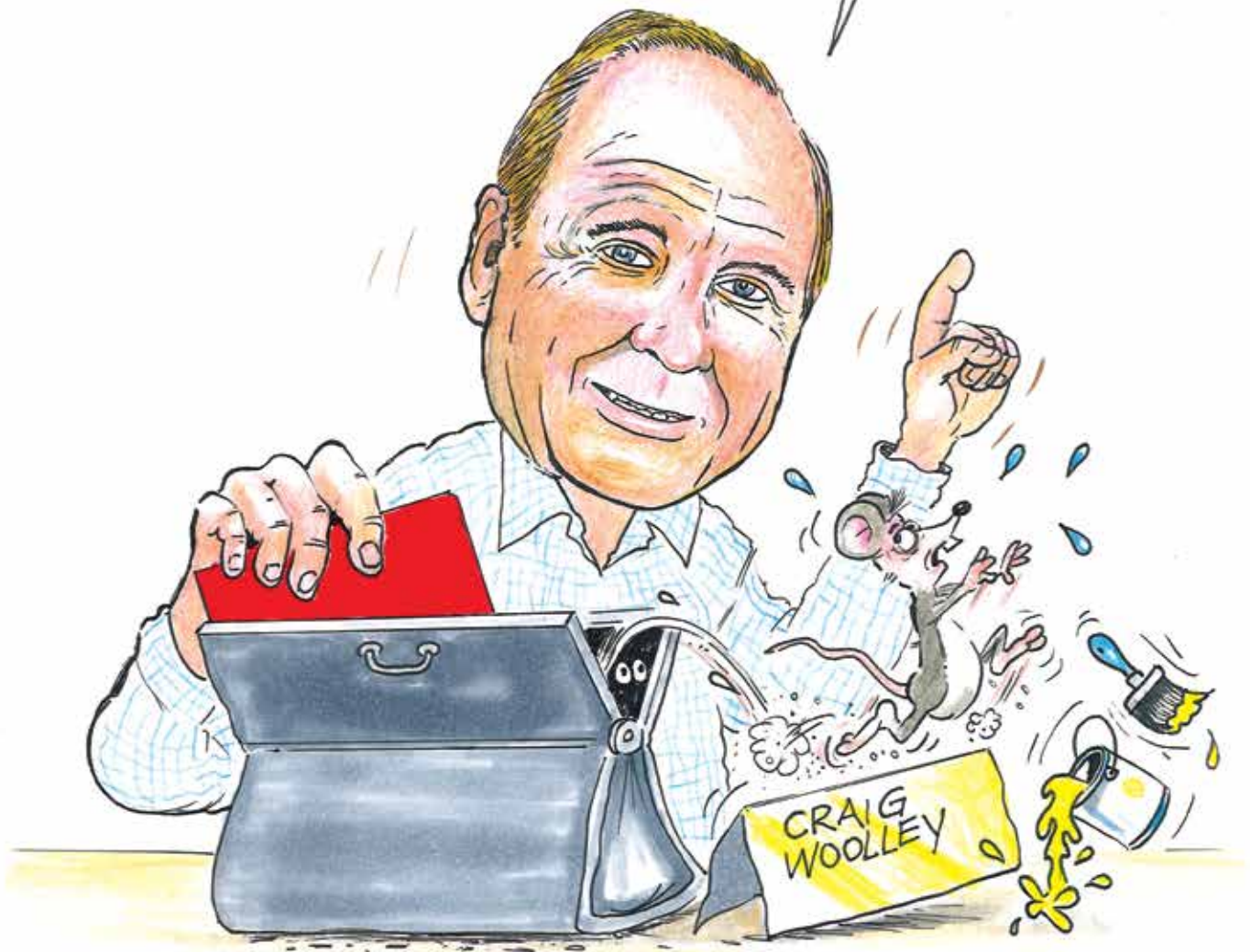
Avoidance and Cancellation of Non-life Insurance Policies

WELCOME TO VOLUME 5 OF NORTON ROSE FULBRIGHT'S
BIG READ BOOK SERIES.

AVOIDANCE AND CANCELLATION OF NON-LIFE INSURANCE
POLICIES: THE COMIC BOOK EDITION.

CAN YOU IDENTIFY YOUR FAVOURITE NORTON ROSE FULBRIGHT
INSURANCE LAWYER?

THIS COMIC BOOK EDITION SHOULD BE READ IN CONJUNCTION
WITH OUR BIG READ BOOK SERIES VOLUME 2: AVOIDANCE AND
CANCELLATION OF NON-LIFE INSURANCE POLICIES.



AVOIDANCE AND CANCELLATION OF NON-LIFE INSURANCE POLICIES AND THE REJECTION OF CLAIMS.

INTRODUCTION

THERE ARE FUNDAMENTAL MISUNDERSTANDINGS RELATING TO AN INSURER'S RIGHT TO AVOID OR CANCEL A POLICY OR REJECT A CLAIM UNDER A POLICY. THIS CAN AFFECT THE REPUTATION OF THE INSURER AS WELL AS THE RELATIONSHIP BETWEEN AN INSURER AND THE INSURED.



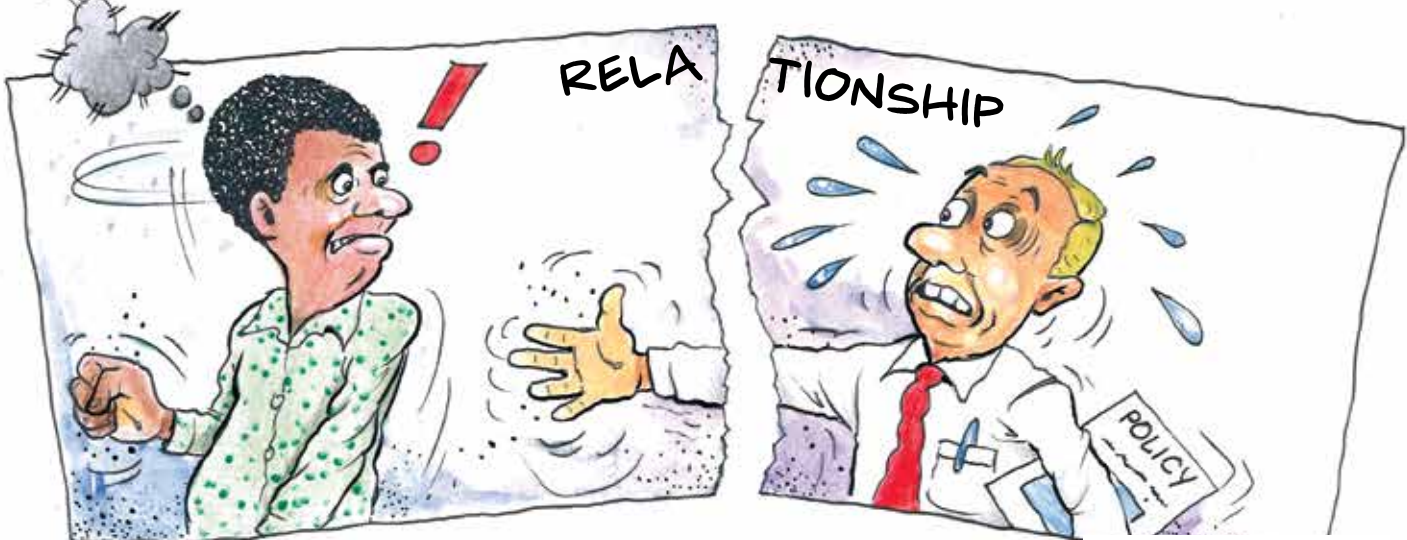
MISUNDERSTANDING



REPUTATION



RELATIONSHIP

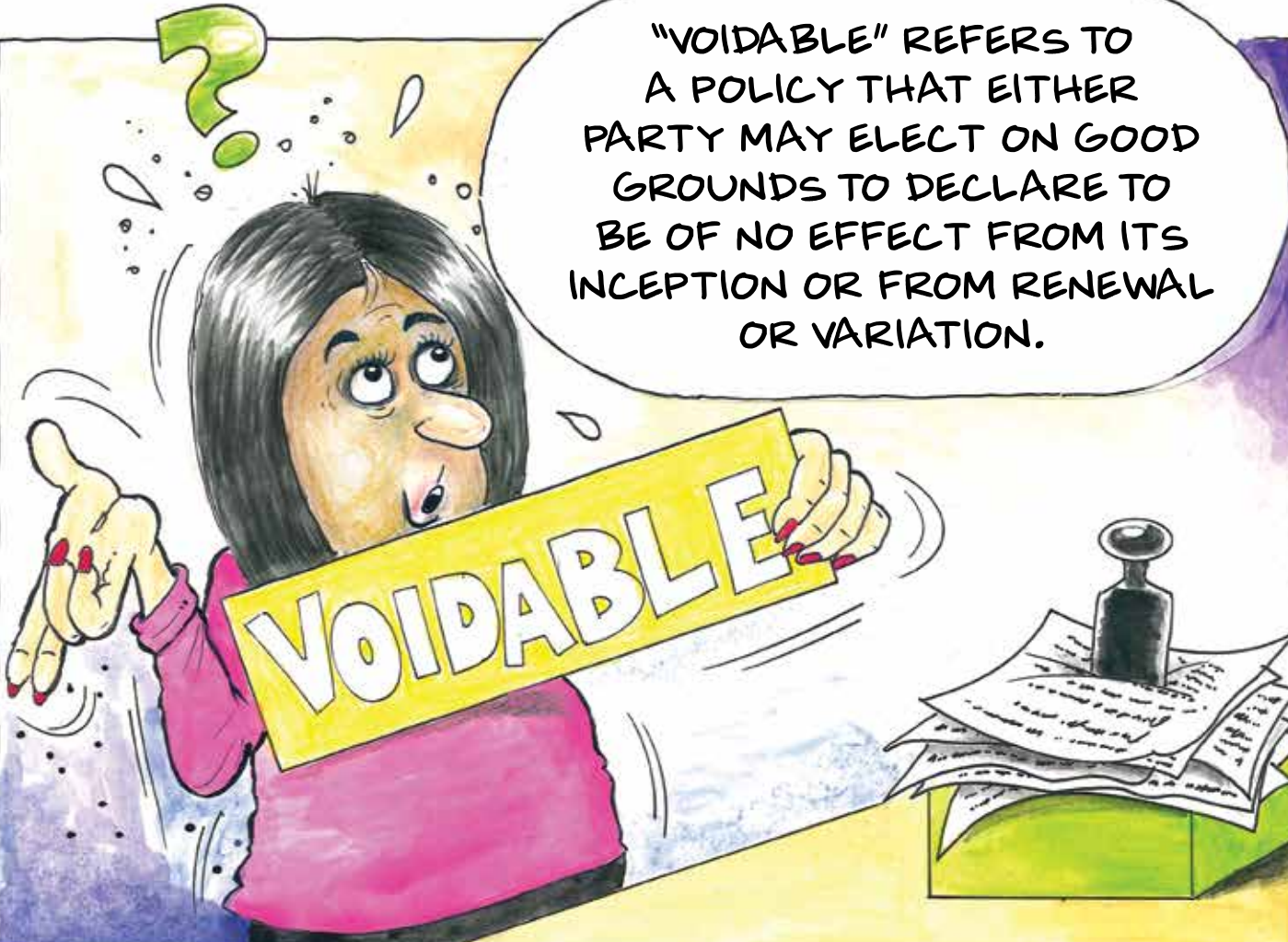


WORD USAGE



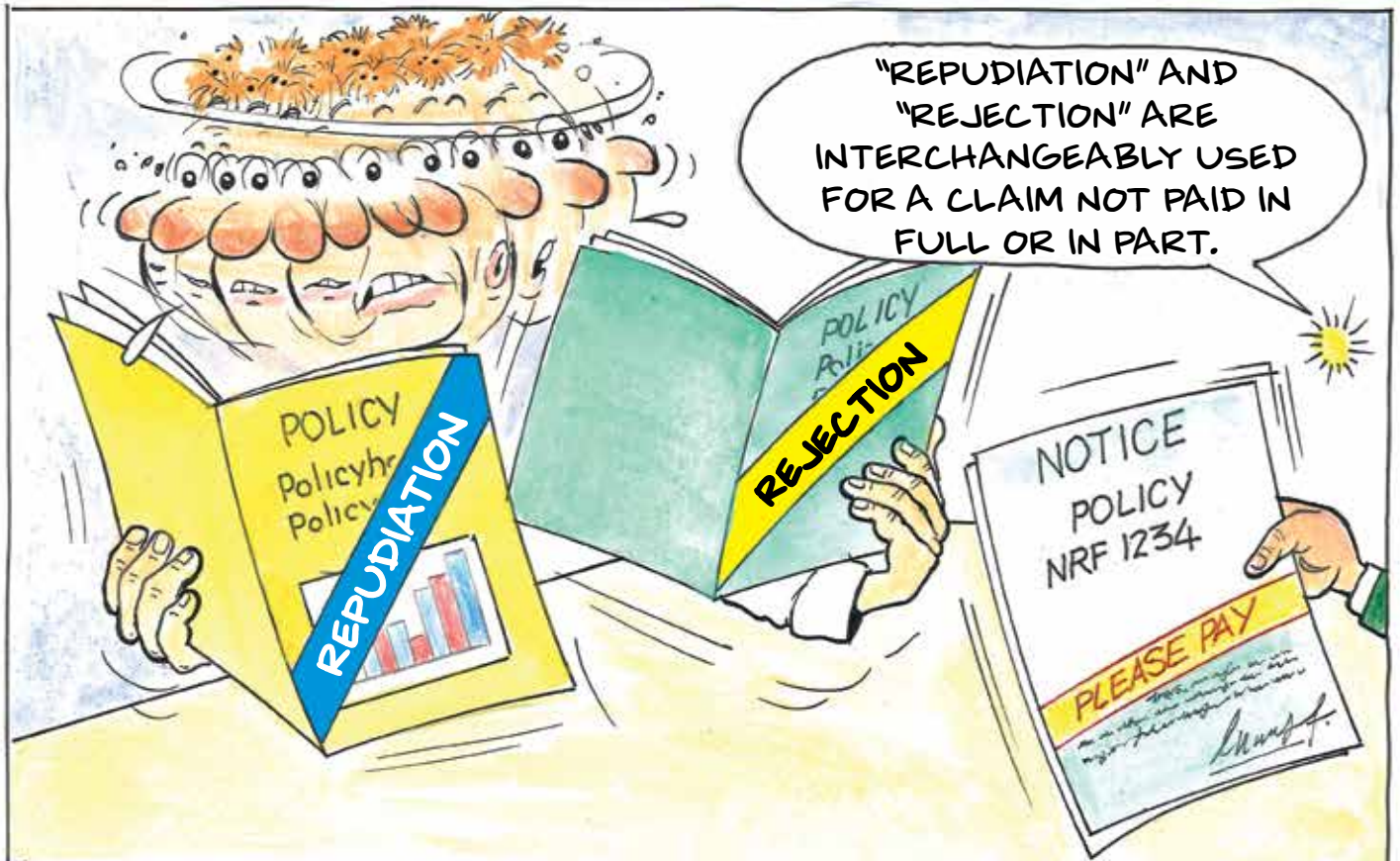
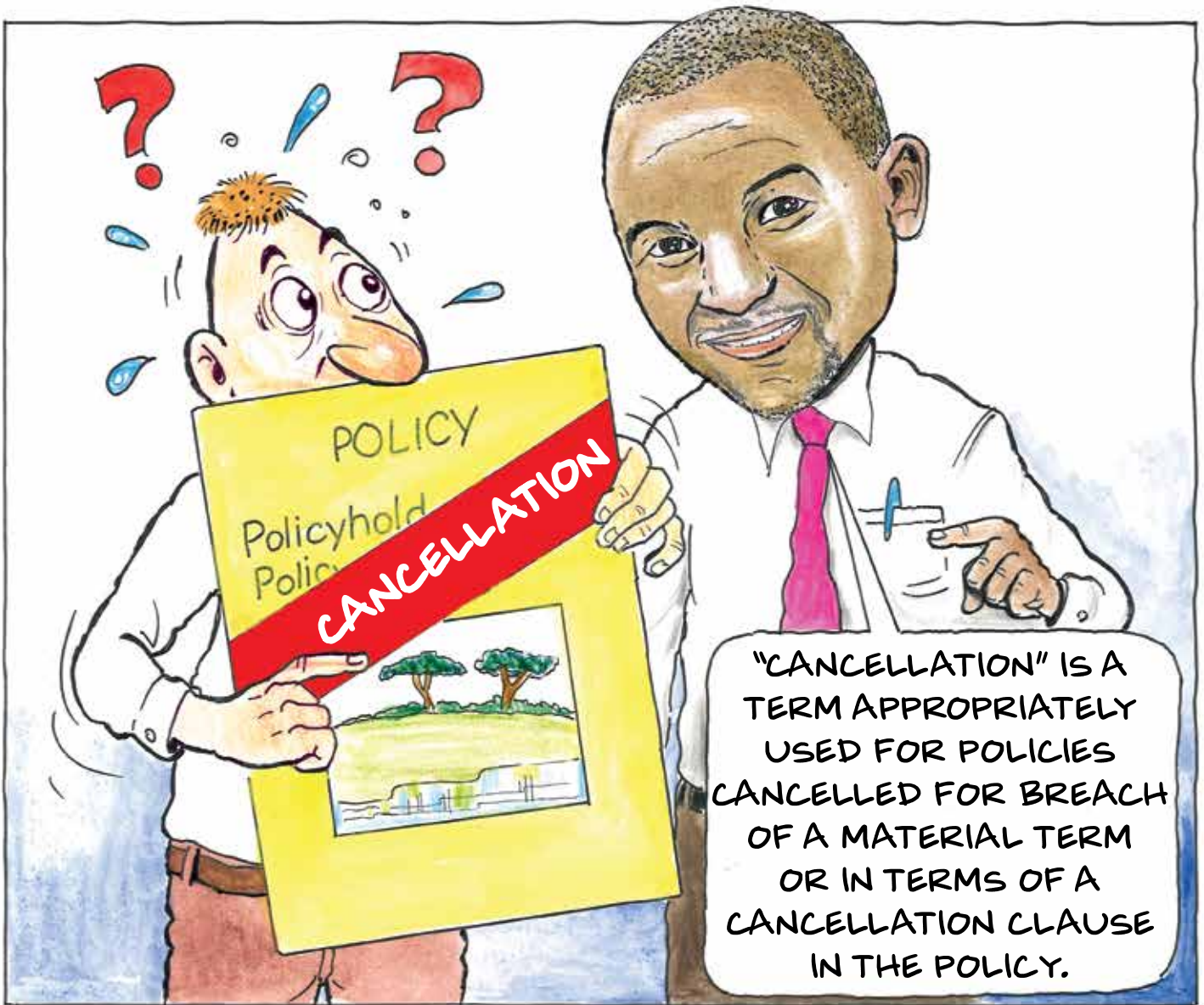
VOID

"VOID" REFERS TO A POLICY THAT NEVER EXISTED AS A LAWFUL CONTRACT SO THAT NO RIGHTS AND OBLIGATIONS CAME INTO BEING. THIS IS ALSO REFERRED TO AS "AVOIDING THE POLICY".



"VOIDABLE" REFERS TO A POLICY THAT EITHER PARTY MAY ELECT ON GOOD GROUNDS TO DECLARE TO BE OF NO EFFECT FROM ITS INCEPTION OR FROM RENEWAL OR VARIATION.

VOIDABLE



THE DECISION TO ...

AVOID



CANCEL

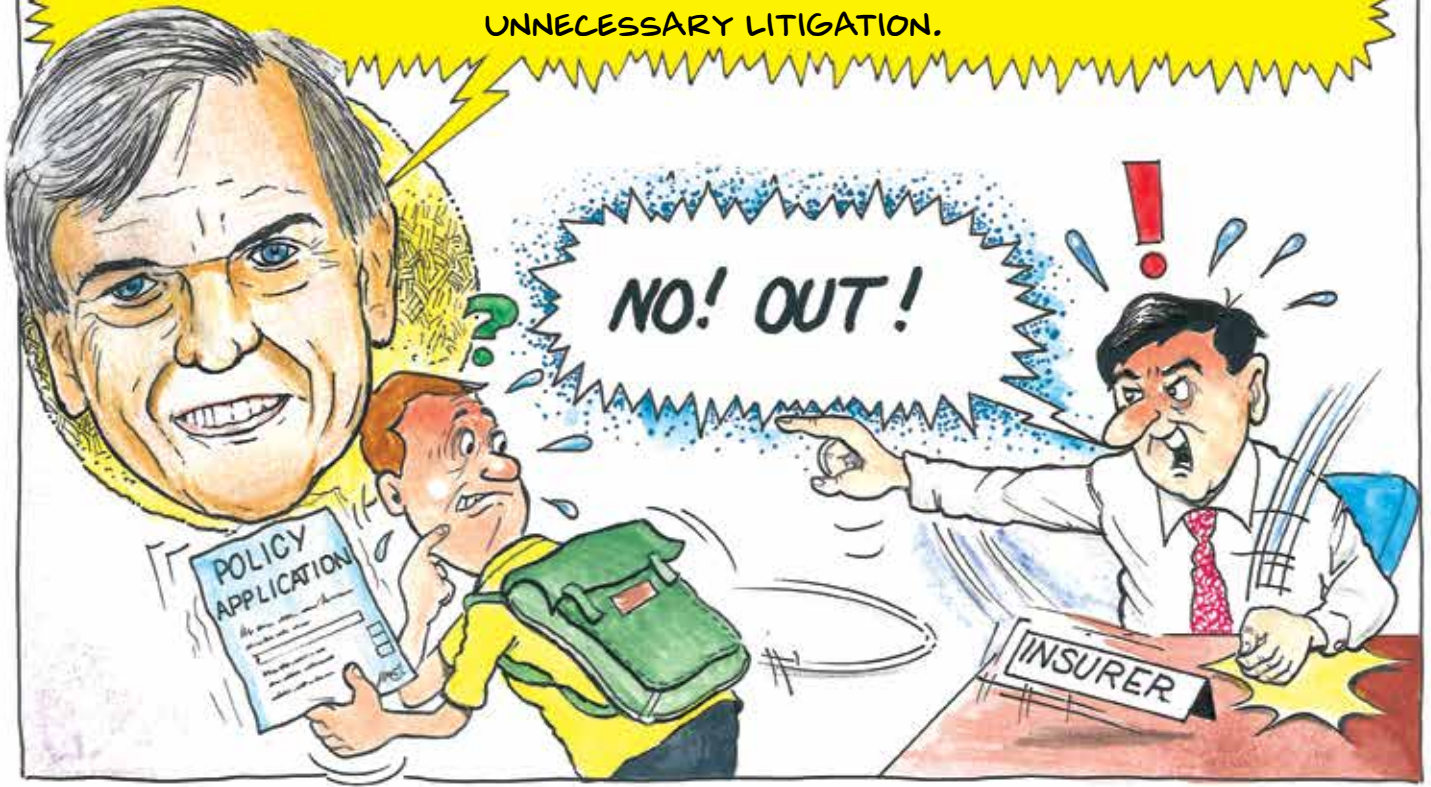


REJECT



THE STEPS REFERRED TO BELOW ARE SERIOUS STEPS WITH POTENTIALLY FAR-REACHING CONSEQUENCES. A BAD DECISION CAN CAUSE REPUTATIONAL DAMAGE AND UNNECESSARY LITIGATION.

NO! OUT!



FOR YOU!

LITIGATION ORDER

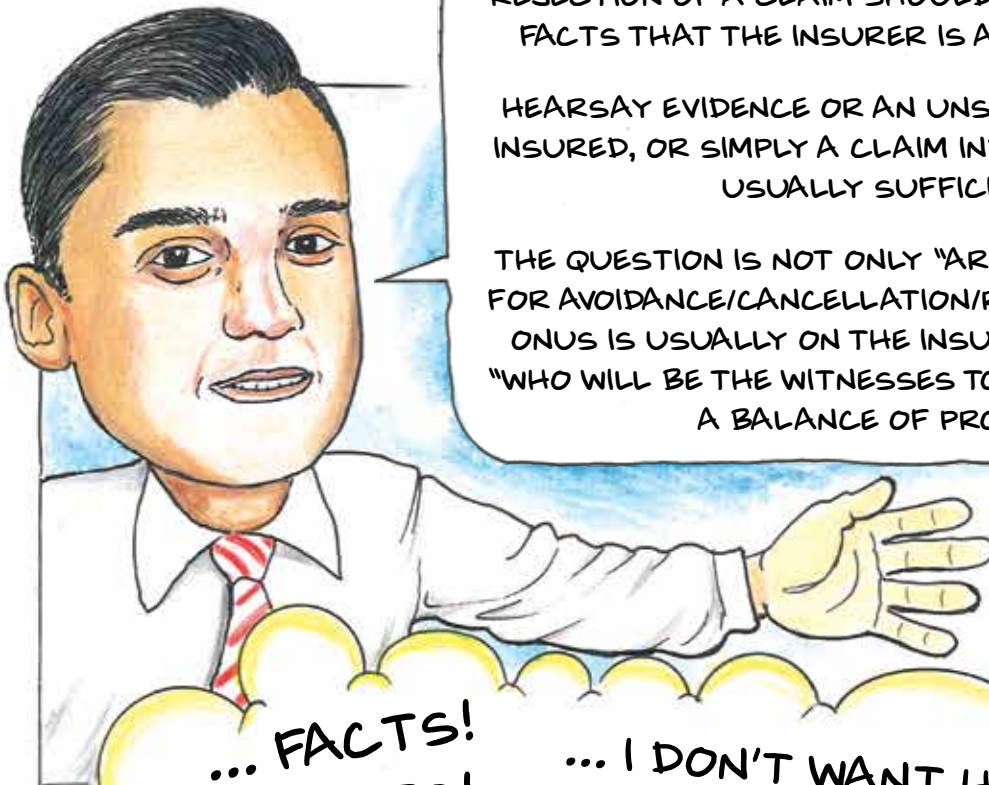


IN MOST CASES THE INSURER HAS TO JUSTIFY TAKING THE STEP AND IF THE COURT OR OMBUD CAN FIND IN FAVOUR OF THE RIGHT TO AN INDEMNITY, IT WILL.

AN AVOIDANCE OR A CANCELLATION OF A POLICY OR THE REJECTION OF A CLAIM SHOULD THEREFORE BE BASED ON FACTS THAT THE INSURER IS ABLE TO PROVE IN COURT.

HEARSAY EVIDENCE OR AN UNSIGNED STATEMENT BY THE INSURED, OR SIMPLY A CLAIM INVESTIGATOR'S VIEW IS NOT USUALLY SUFFICIENT PROOF.

THE QUESTION IS NOT ONLY "ARE THERE LEGAL GROUNDS FOR AVOIDANCE/CANCELLATION/REJECTION?" BECAUSE THE ONUS IS USUALLY ON THE INSURER, ASK THE QUESTION: "WHO WILL BE THE WITNESSES TO ESTABLISH OUR CASE ON A BALANCE OF PROBABILITIES?"



... FACTS!
... FACTS!
... FACTS!

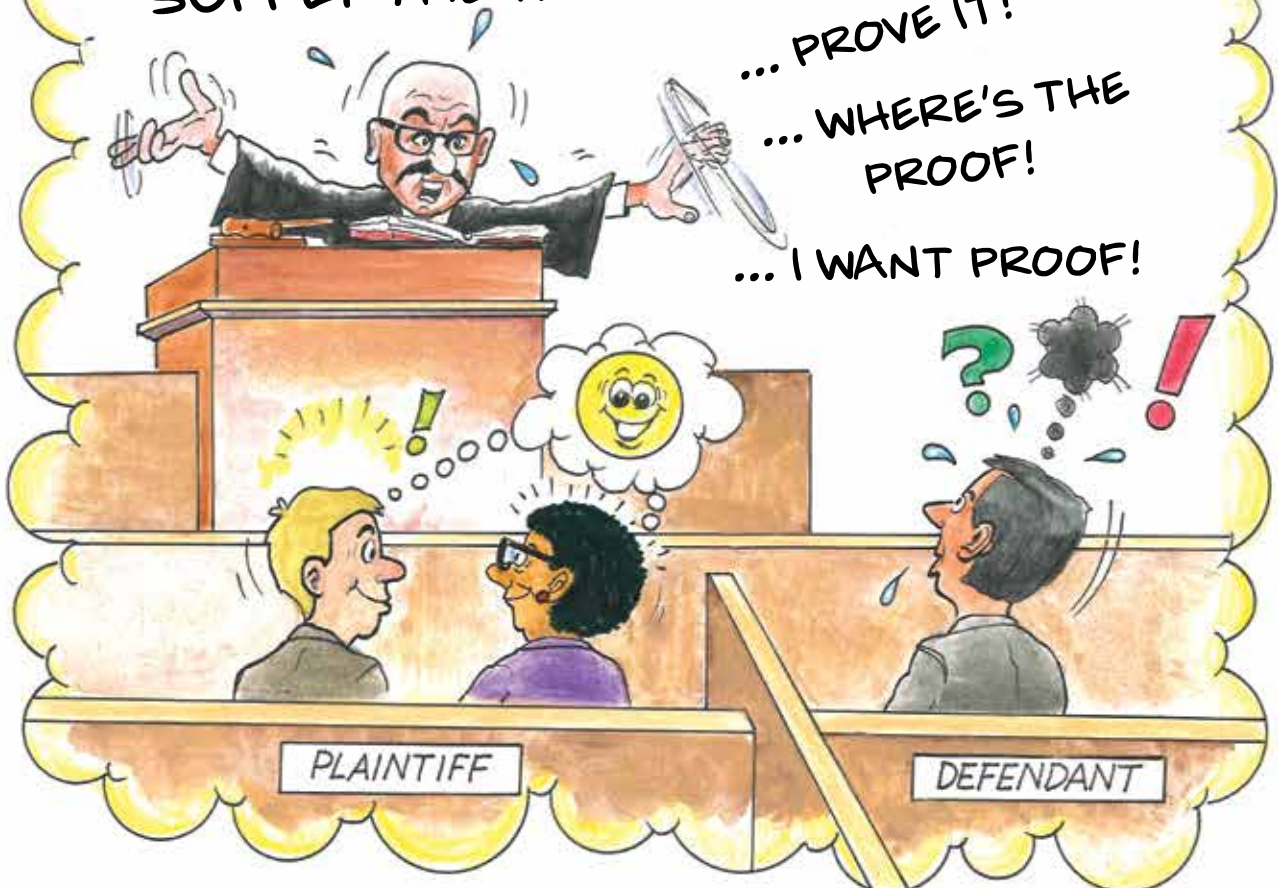
... I DON'T WANT HEARSAY!
... WHERE'S THE EVIDENCE!

SUPPLY THE FACTS!

... PROVE IT!

... WHERE'S THE PROOF!

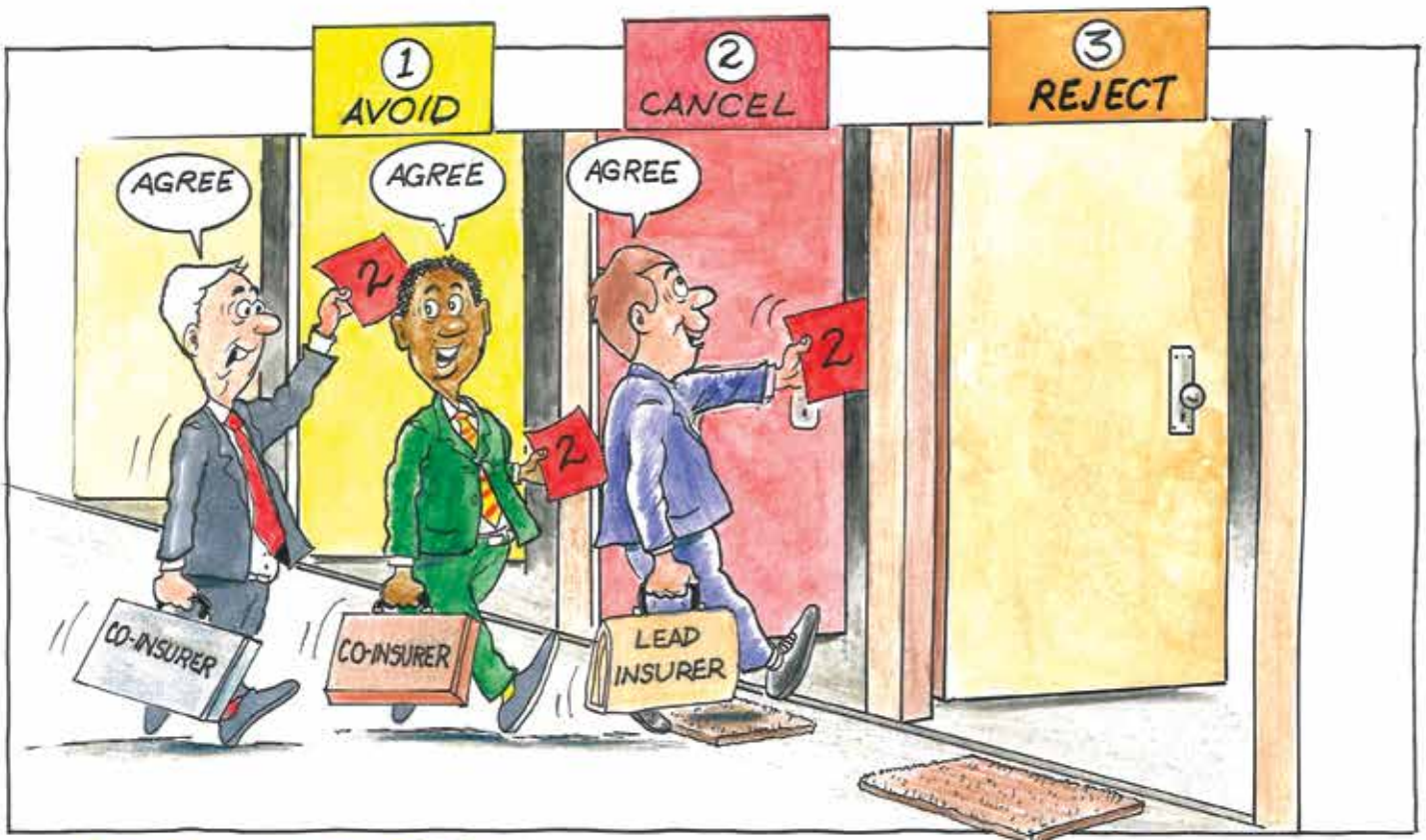
... I WANT PROOF!



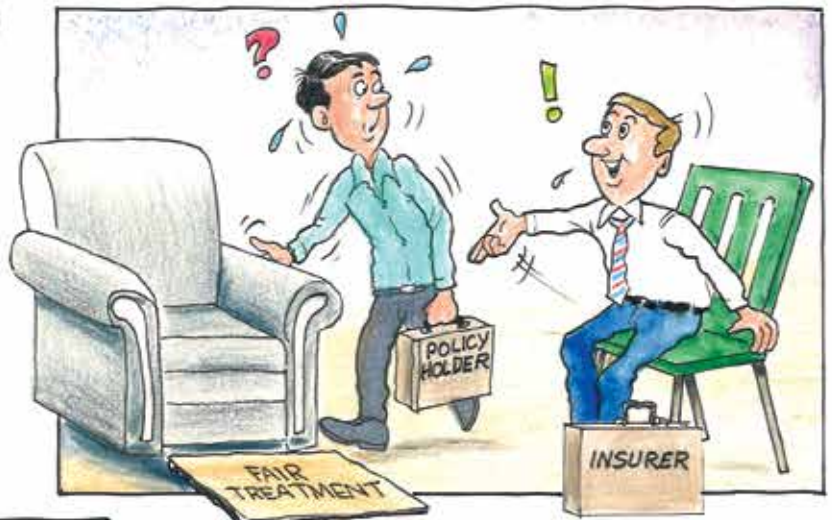
THE DECISION TO AVOID/CANCEL/REJECT IS SO IMPORTANT THAT IT SHOULD BE DISCUSSED WITH MANAGEMENT WITHIN THE COMPANY ON EVERY OCCASION THAT IT IS CONTEMPLATED. NO DECISION SHOULD BE TAKEN WITHOUT FULL CONSIDERATION OF THE CLAIMS INFORMATION AND THE UNDERWRITING TERMS.



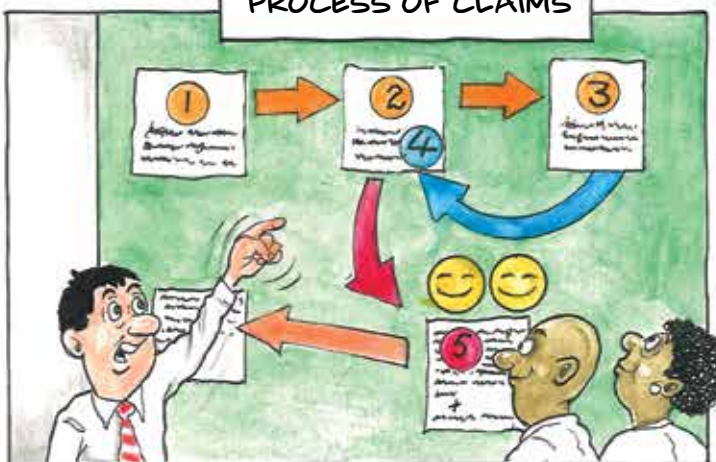
IF THERE ARE CO-INSURERS, ENSURE THAT WHERE NECESSARY EVERY CO-INSURER AGREES TO FOLLOW THE AVOIDANCE/CANCELLATION/REJECTION DECISION. THE EXTENT TO WHICH THE CO-INSURER'S CONSENT IS NECESSARY AND THE EXTENT TO WHICH IT IS BOUND BY THE DECISIONS OF THE LEAD INSURER DEPENDS ON THE TERMS OF THE POLICY.



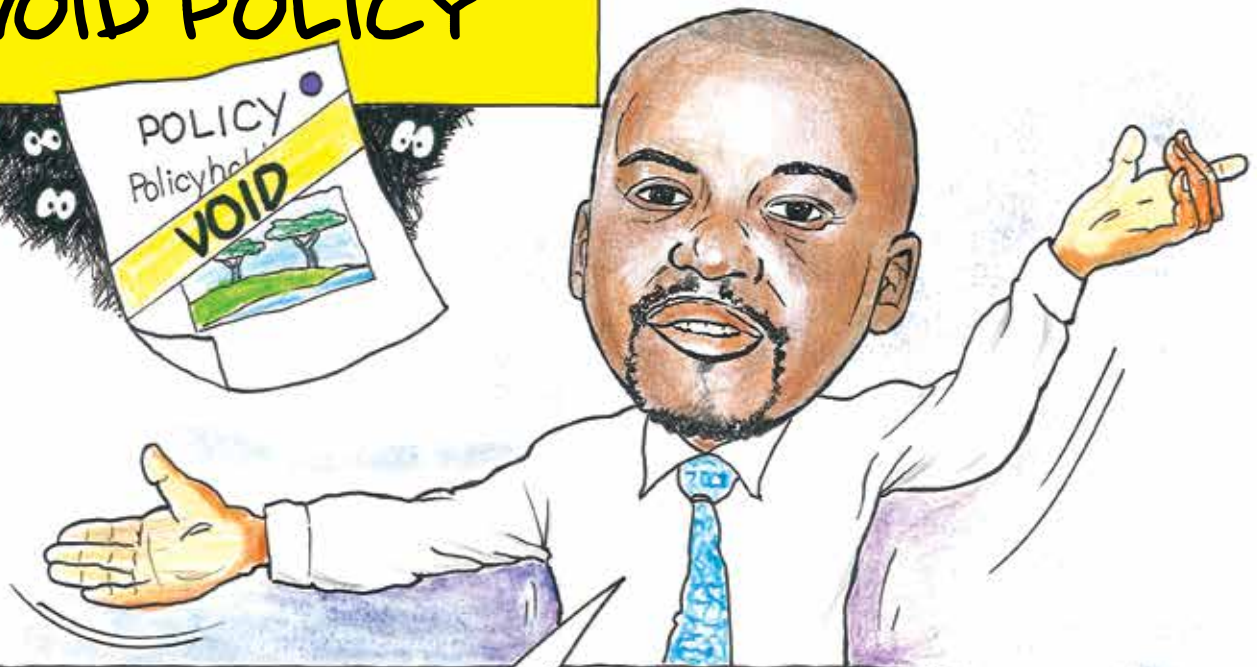
BEAR IN MIND AT ALL TIMES THE OBLIGATION TO TREAT POLICYHOLDERS FAIRLY, ESPECIALLY THE REQUIREMENT THAT THEY DO NOT FACE UNREASONABLE BARRIERS TO SUBMIT A CLAIM AND ARE GIVEN CLEAR INFORMATION REGARDING THE PROCESS OF CLAIMS.



PROCESS OF CLAIMS



VOID POLICY

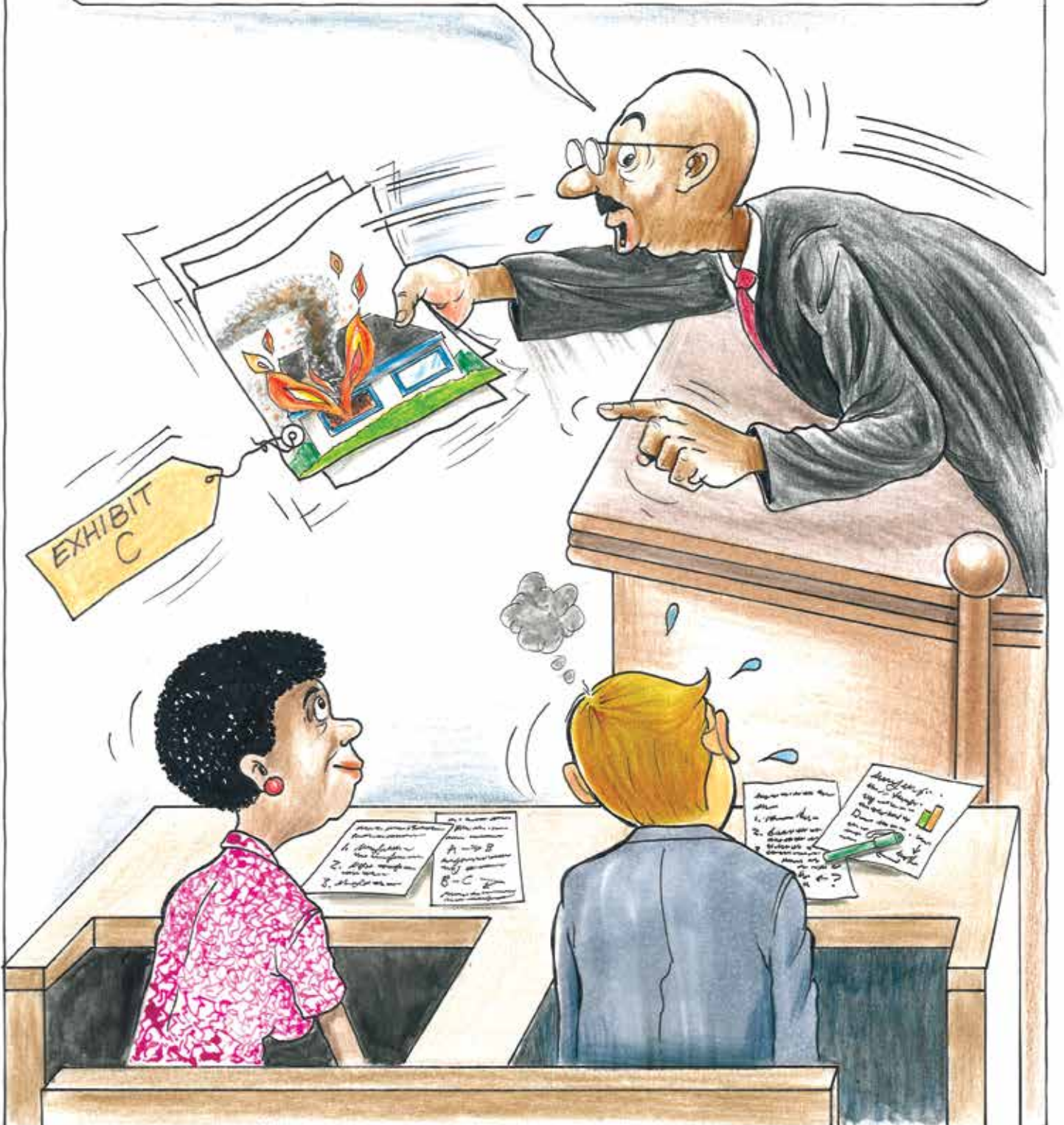


WHEN IS A POLICY VOID?

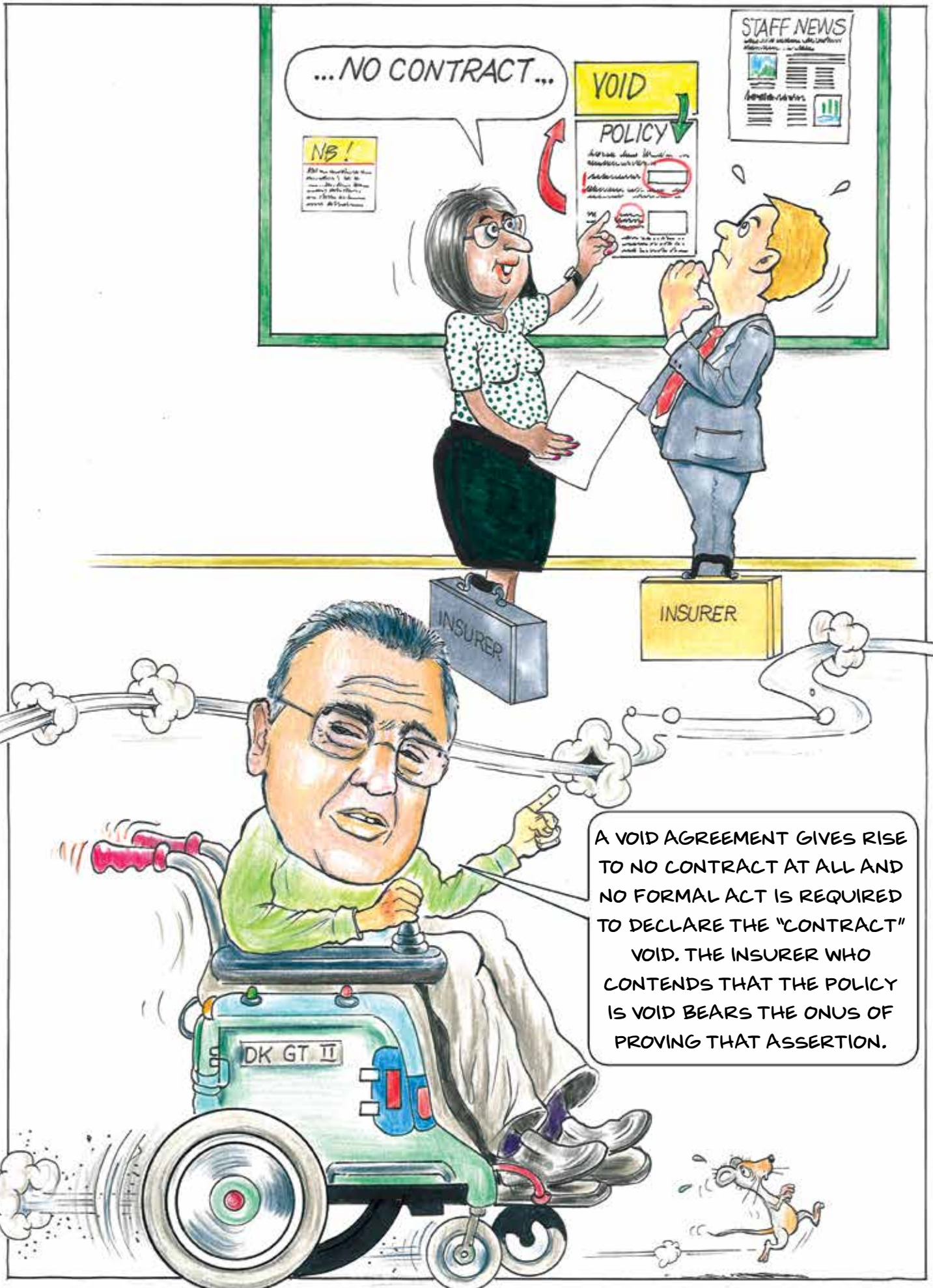
A POLICY IS VOID (THAT IS, IT NEVER GAVE RISE TO RIGHTS AND OBLIGATIONS) IF, FOR INSTANCE, THE OBJECT IS ILLEGAL FOR EXAMPLE, THE INSURED KNOWINGLY INSURES STOLEN GOODS; OR IF THERE WAS NO REAL AGREEMENT (CONSENSUS) REACHED (FOR INSTANCE, WHERE THE INSURED AND INSURER ARE EACH CONTEMPLATING AN ENTIRELY DIFFERENT RISK OR INSURED PROPERTY; OR WHERE THE SUBJECT MATTER OF THE CONTRACT DOES NOT EXIST, OR IS DESTROYED BEFORE THE INSURANCE COMMENCES. THESE ARE JUST A FEW OF MANY POSSIBLE SCENARIOS.



POLICIES THAT ARE VOID BECAUSE OF NON-COMPLIANCE WITH THE INSURANCE LAWS UNDER WHICH THEY ARE PURPORTEDLY WRITTEN MAY STILL BE ENFORCED DESPITE NON-COMPLIANCE WITH THE LAW.



METHOD OF DECLARING A CONTRACT VOID



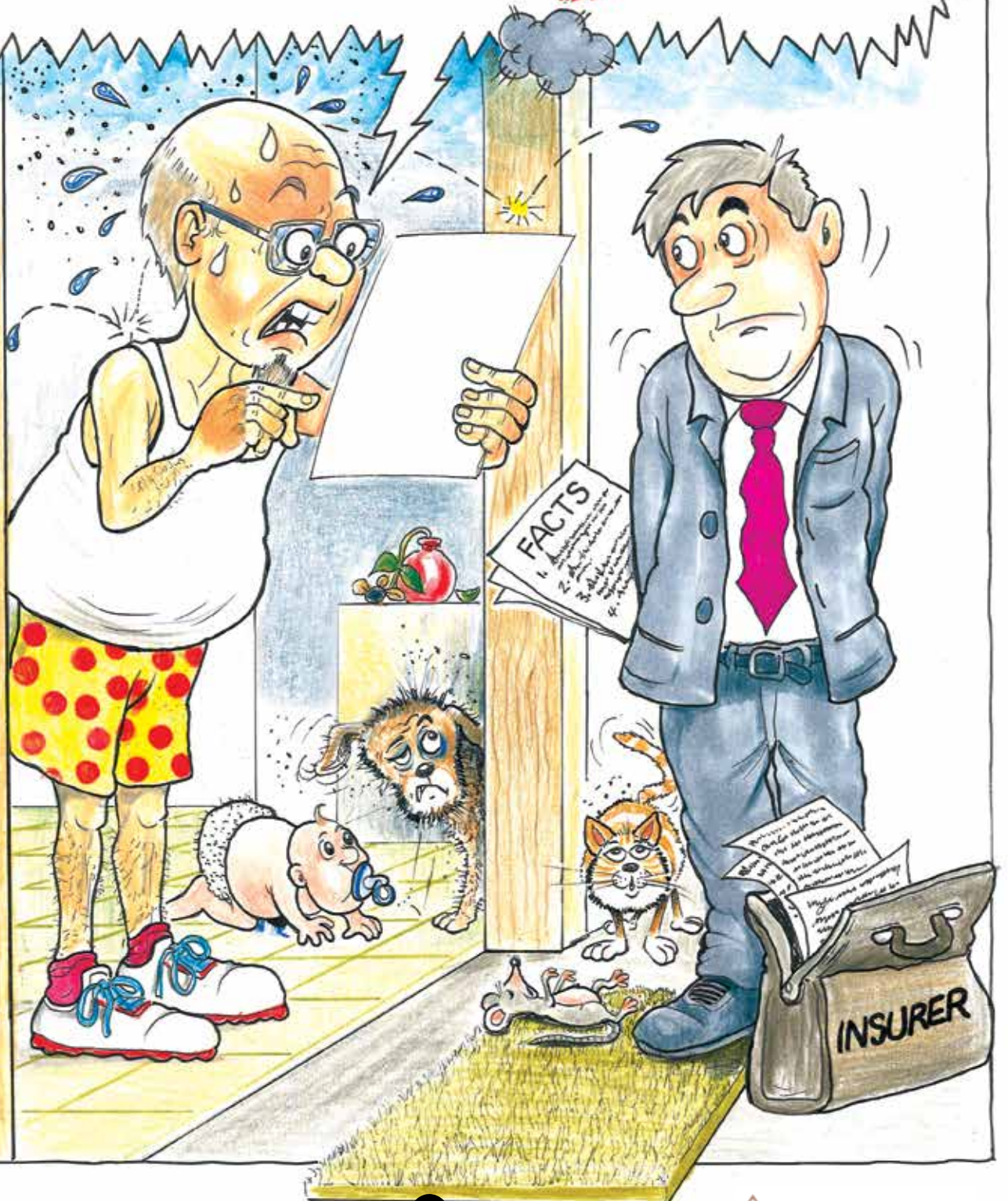
THE FACT THAT THE "CONTRACT" IS VOID SHOULD BE COMMUNICATED TO THE INSURED AS SOON AS POSSIBLE WHEN ALL THE FACTS ARE KNOWN.

...UHHHH... WHAT?

NO WAYSS!!!!

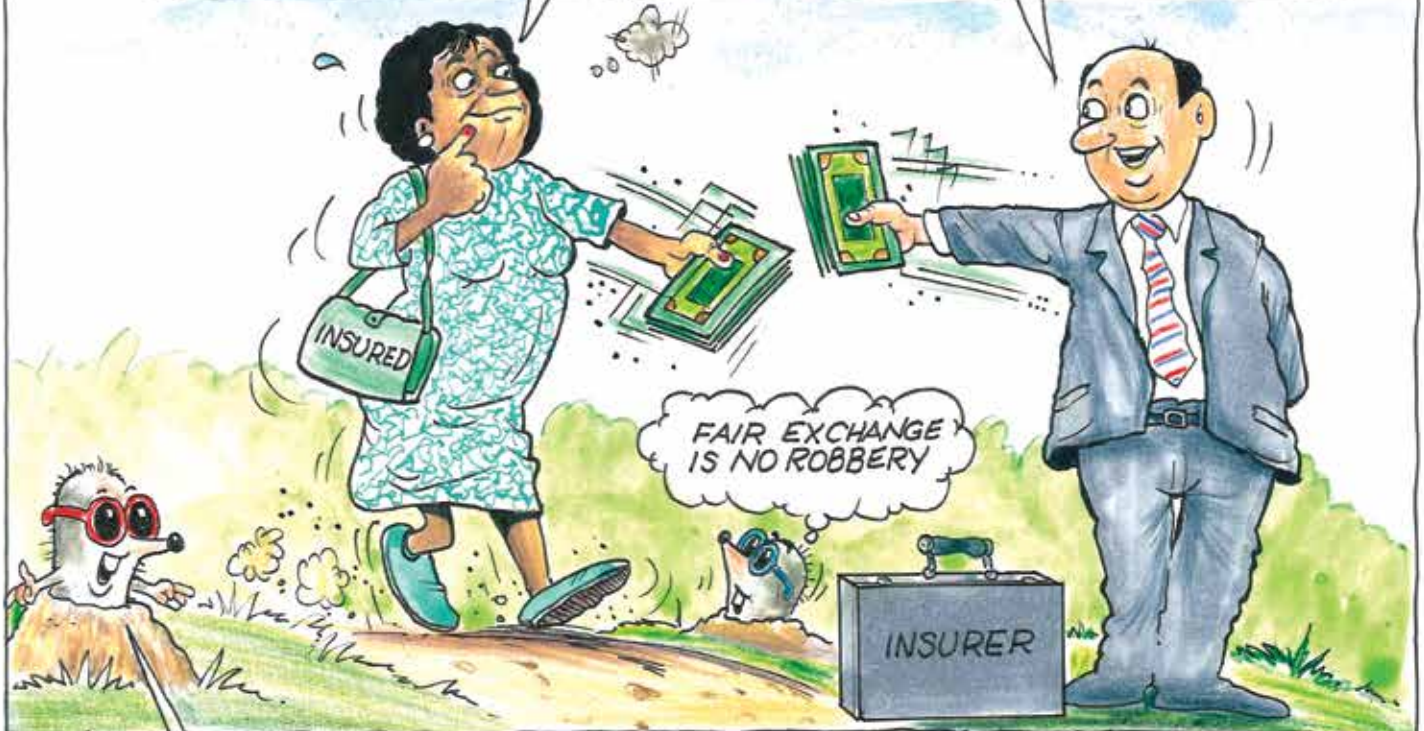
CONTRACT VOID?!

IMPOSSIBLE!!!



REPAYING CLAIMS PAID.

REPAYING PREMIUM RECEIVED.

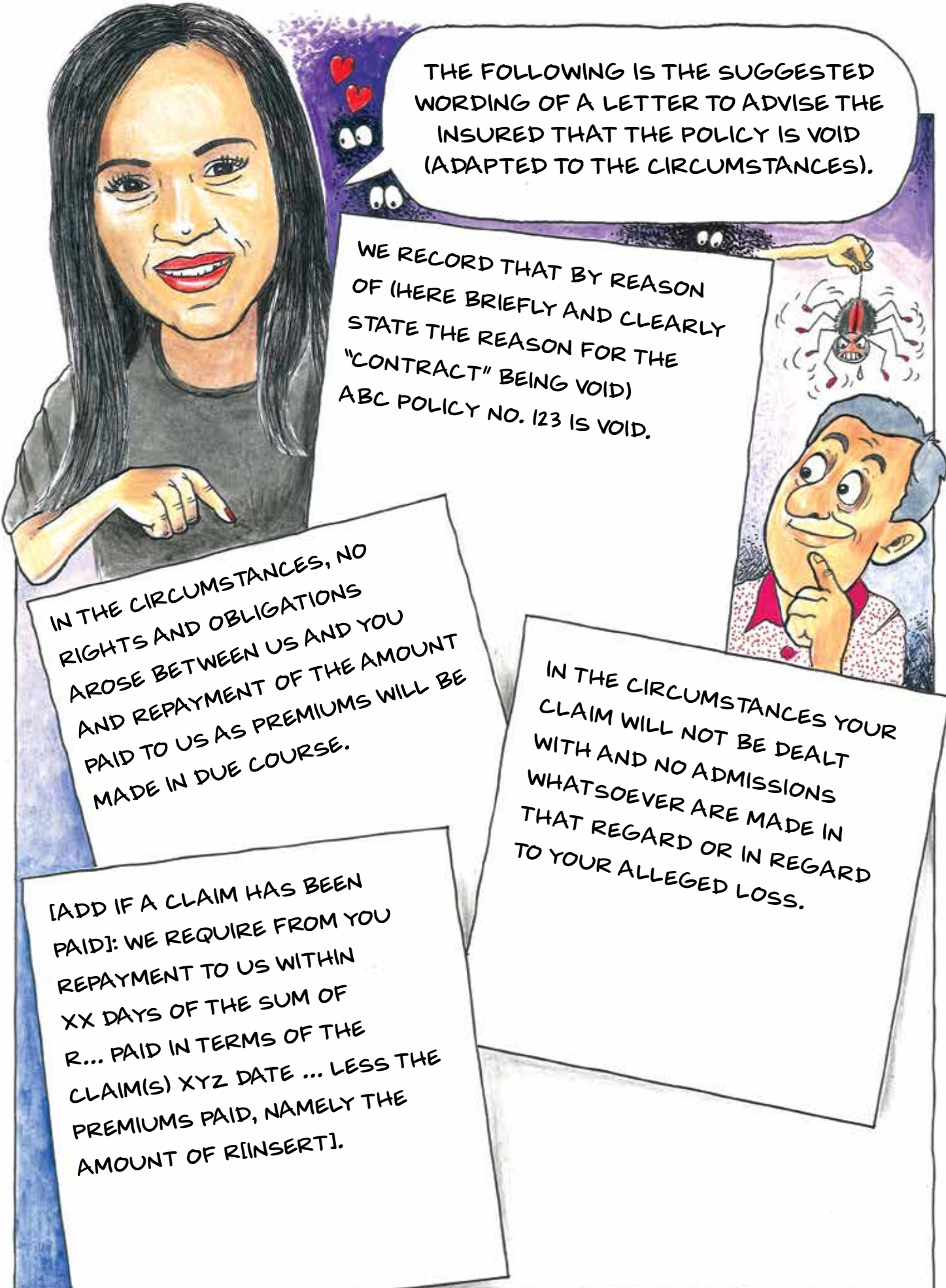


EXCEPT IN THE CASE OF ILLEGAL POLICIES WHERE SPECIAL RULES MAY APPLY, THE INSURER MUST REPAY ANY PREMIUM RECEIVED AND THE INSURED MUST REPAY ANY CLAIMS PAID: THE ONE AMOUNT MAY BE SET OFF AGAINST THE OTHER.

AN ACT BY THE INSURER INCONSISTENT WITH TREATING THE CONTRACT AS VOID AFTER THE FACTS COME TO ITS KNOWLEDGE MAY PREVENT THE INSURER FROM RELYING ON THE POLICY BEING VOID. THEREFORE THE POLICY MUST BE TREATED AS VOID WITHOUT DELAY SO AS NOT TO WAIVE THE INSURER'S RIGHTS.



LETTER TO INFORM THAT POLICY IS VOID



THE FOLLOWING IS THE SUGGESTED WORDING OF A LETTER TO ADVISE THE INSURED THAT THE POLICY IS VOID (ADAPTED TO THE CIRCUMSTANCES).

WE RECORD THAT BY REASON OF (HERE BRIEFLY AND CLEARLY STATE THE REASON FOR THE "CONTRACT" BEING VOID) ABC POLICY NO. 123 IS VOID.

IN THE CIRCUMSTANCES, NO RIGHTS AND OBLIGATIONS AROSE BETWEEN US AND YOU AND REPAYMENT OF THE AMOUNT PAID TO US AS PREMIUMS WILL BE MADE IN DUE COURSE.

[ADD IF A CLAIM HAS BEEN PAID]: WE REQUIRE FROM YOU REPAYMENT TO US WITHIN XX DAYS OF THE SUM OF R... PAID IN TERMS OF THE CLAIM(S) XYZ DATE ... LESS THE PREMIUMS PAID, NAMELY THE AMOUNT OF R[INSERT].

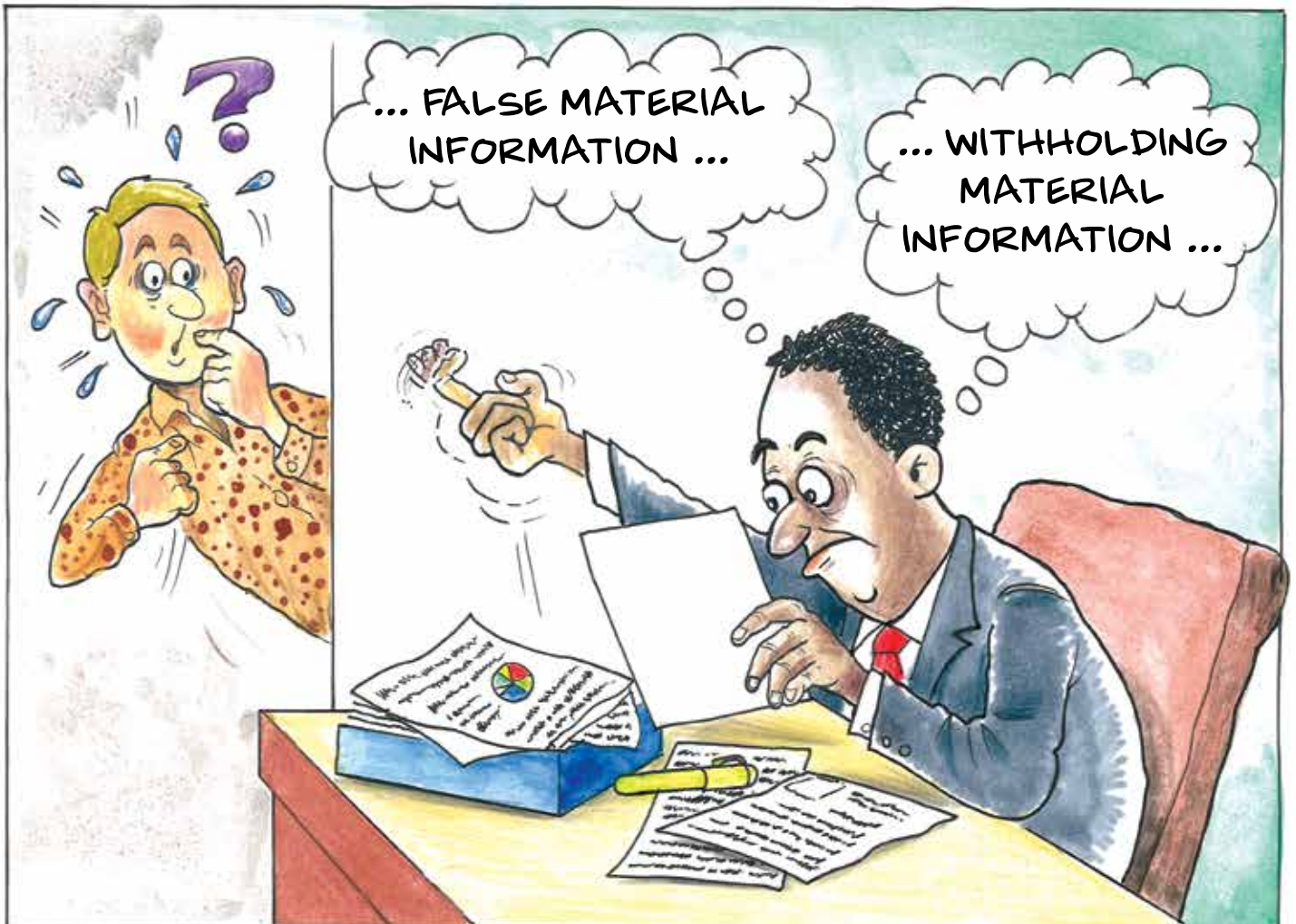
IN THE CIRCUMSTANCES YOUR CLAIM WILL NOT BE DEALT WITH AND NO ADMISSIONS WHATSOEVER ARE MADE IN THAT REGARD OR IN REGARD TO YOUR ALLEGED LOSS.

VOIDABLE POLICY

WHEN MAY AN INSURER
AVOID A POLICY?



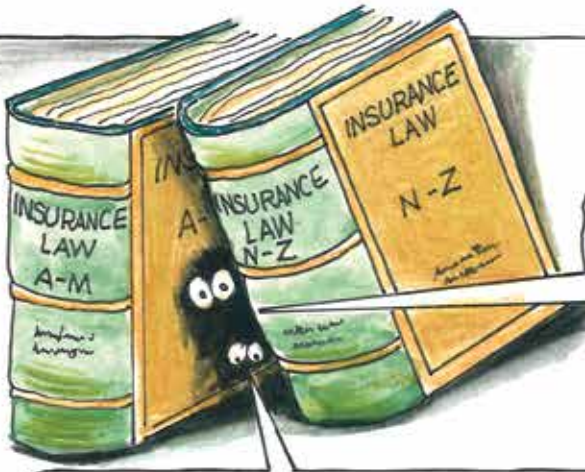
THE INSURER MAY DECIDE TO DECLARE A POLICY TO BE OF NO EFFECT (AVOIDED) FROM ITS INCEPTION IF A MATERIAL MISREPRESENTATION (THAT IS GIVING OF FALSE MATERIAL INFORMATION) OR MATERIAL NON-DISCLOSURE (THAT IS WITHHOLDING OF MATERIAL INFORMATION) INDUCED THE INSURER TO ENTER INTO OR RENEW THE CONTRACT. UNTIL THE POLICY IS DECLARED VOID IT REMAINS VALID AND ENFORCEABLE.



THE INSURER BEARS THE ONUS OF PROVING THAT ...

- ★ THE INSURED OR SOMEONE FOR WHOSE ACT THE INSURED IS RESPONSIBLE (FOR EXAMPLE THE INSURED'S BROKER) MADE THE MISREPRESENTATION/NON-DISCLOSURE;
- ★ THE MISREPRESENTATION/NON-DISCLOSURE RELATED TO MATERIAL FACTS;
- ★ THE MISREPRESENTATION/NON-DISCLOSURE ACTUALLY INDUCED THE INSURER TO ENTER INTO THE CONTRACT OR INDUCED IT TO DO SO ON TERMS OR FOR A PREMIUM IT WOULD NOT OTHERWISE HAVE AGREED TO.



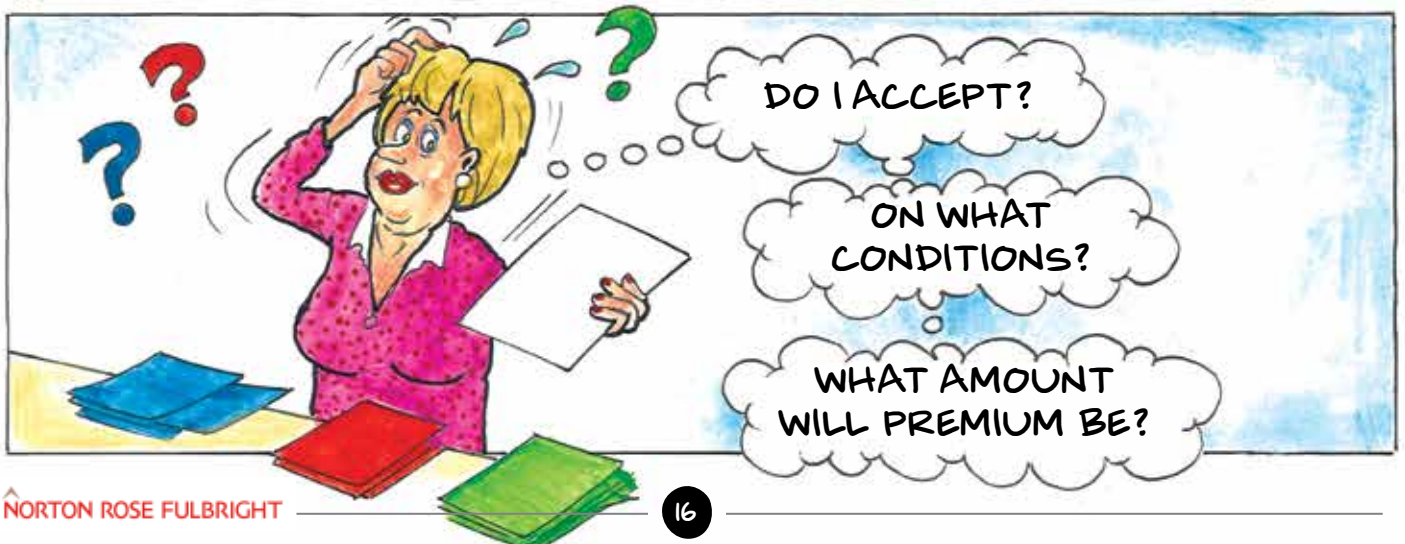


THE TEST FOR MATERIALITY OF THE MISREPRESENTATION OR THE NON-DISCLOSURE IS DESCRIBED IN INSURANCE LAW.

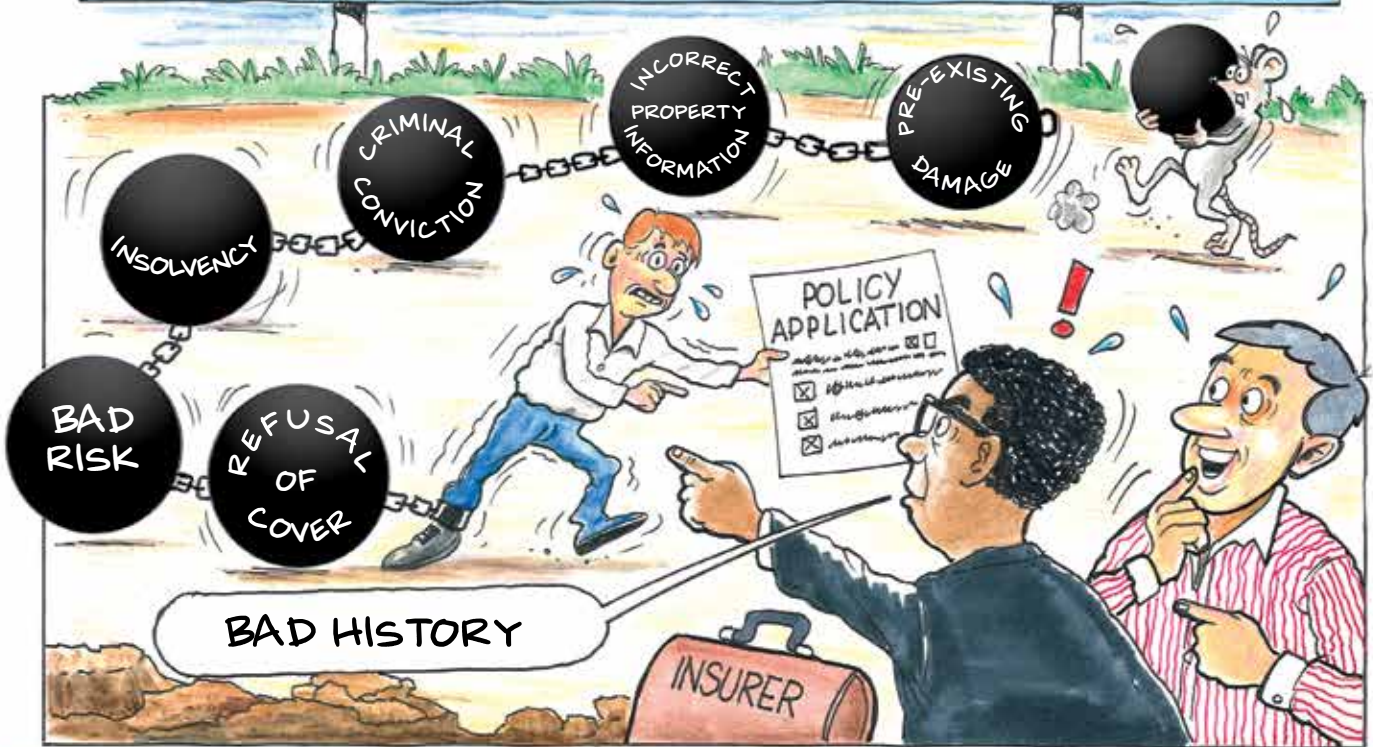
WHETHER A MISREPRESENTATION OR NON-DISCLOSURE IS MATERIAL IS JUDGED OBJECTIVELY FROM THE POINT OF VIEW OF THE REASONABLE, PRUDENT PERSON. THE FACT IS MATERIAL WHERE THAT PERSON WOULD CONSIDER THAT THE PARTICULAR INFORMATION SHOULD HAVE BEEN DISCLOSED TO THE INSURER SO THAT THE INSURER COULD FORM ITS OWN VIEW AS TO THE EFFECT OF THE INFORMATION ON THE ASSESSMENT OF THE RELEVANT RISK.



THE TEST IS APPLIED IN RELATION TO THE INSURER'S DECISION WHETHER TO ACCEPT THE RISK, OR ON WHAT CONDITIONS TO ACCEPT THE INSURANCE, OR AS TO THE AMOUNT OF THE PREMIUM REQUIRED.



EXAMPLES OF MATERIAL INFORMATION INCLUDE ADVERSE INSURANCE HISTORY SUCH AS A PAST CANCELLATION OR REFUSAL OF COVER;
 BAD RISK EXPERIENCE;
 THE ADVERSE CHARACTER OF THE PROPOSER FOR INSTANCE IN RELATION TO CRIMINAL CONVICTIONS;
 A MATERIALLY INCORRECT VALUE OF THE PROPERTY AT RISK;
 PRE-EXISTING DAMAGE; UNUSUAL FACTORS INCREASING THE RISKS OF LOSS, AND MANY MORE POSSIBLE ADVERSE CIRCUMSTANCES.



MATERIALITY IS A QUESTION OF FACT IN EACH CASE. THIS IS A SEPARATE SUBJECT AND IS NOT DEALT WITH IN THIS DOCUMENT. FOR SOME EXAMPLES OF HOW SOUTH AFRICAN COURTS DEAL WITH THE ISSUE OF MATERIAL MISREPRESENTATION OR NON-DISCLOSURE, SEE ...

REGENT INSURANCE CO. LTD
 V
 KING'S PROPERTY
 DEVELOPMENT (PTY) LTD
 T/A
 KING'S PROP 2015 (3) SA 85 (SCA)
<https://www.saflii.org/za/cases/ZASCA/2014/176.pdf>

JERRIER
 V
 OUTSURANCE INSURANCE
 CO. LTD 2015 (5) SA 433 (KZP)
<https://www.saflii.org/za/cases/ZAKZPHC/2015/34.PDF>

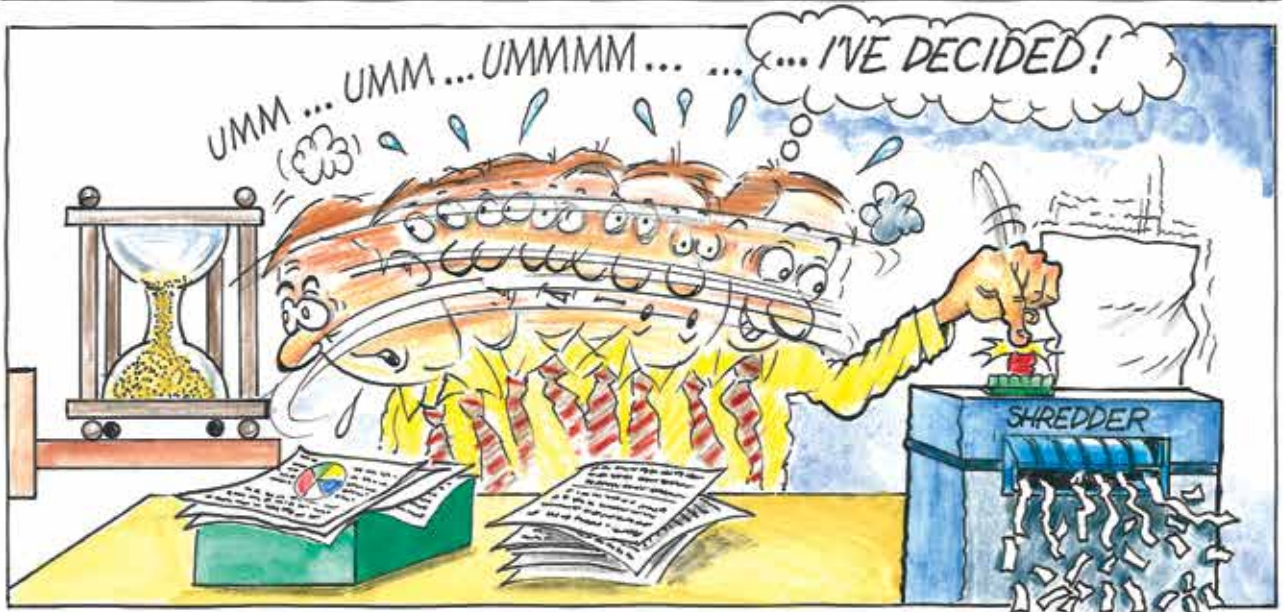
THE FACT THAT THE INSURED WARRANTS THE CORRECTNESS OF THE INFORMATION PROVIDED DOES NOT IN ITSELF RENDER THE MISREPRESENTATION OR NON-DISCLOSURE MATERIAL.

METHOD OF AVOIDANCE

THE INSURER WHO ELECTS TO DECLARE THE POLICY VOID ...



... MUST DECIDE FINALLY AND IRREVOCABLY TO AVOID THE CONTRACT WITHIN A REASONABLE TIME OF THE MISREPRESENTATION / NON-DISCLOSURE COMING TO ITS KNOWLEDGE.



... MUST AVOID THE POLICY FROM THE INCEPTION DATE, OR FROM THE VARIATION DATE TO WHICH THE MISREPRESENTATION/NON-DISCLOSURE RELATES OR FROM THE LAST RENEWAL DATE, DEPENDING ON THE DATE OF THE MISREPRESENTATION/NON-DISCLOSURE.

THE INSURER MUST GIVE CLEAR NOTICE OF AVOIDANCE OF THE POLICY TO THE INSURED.



AVOIDANCE DATE

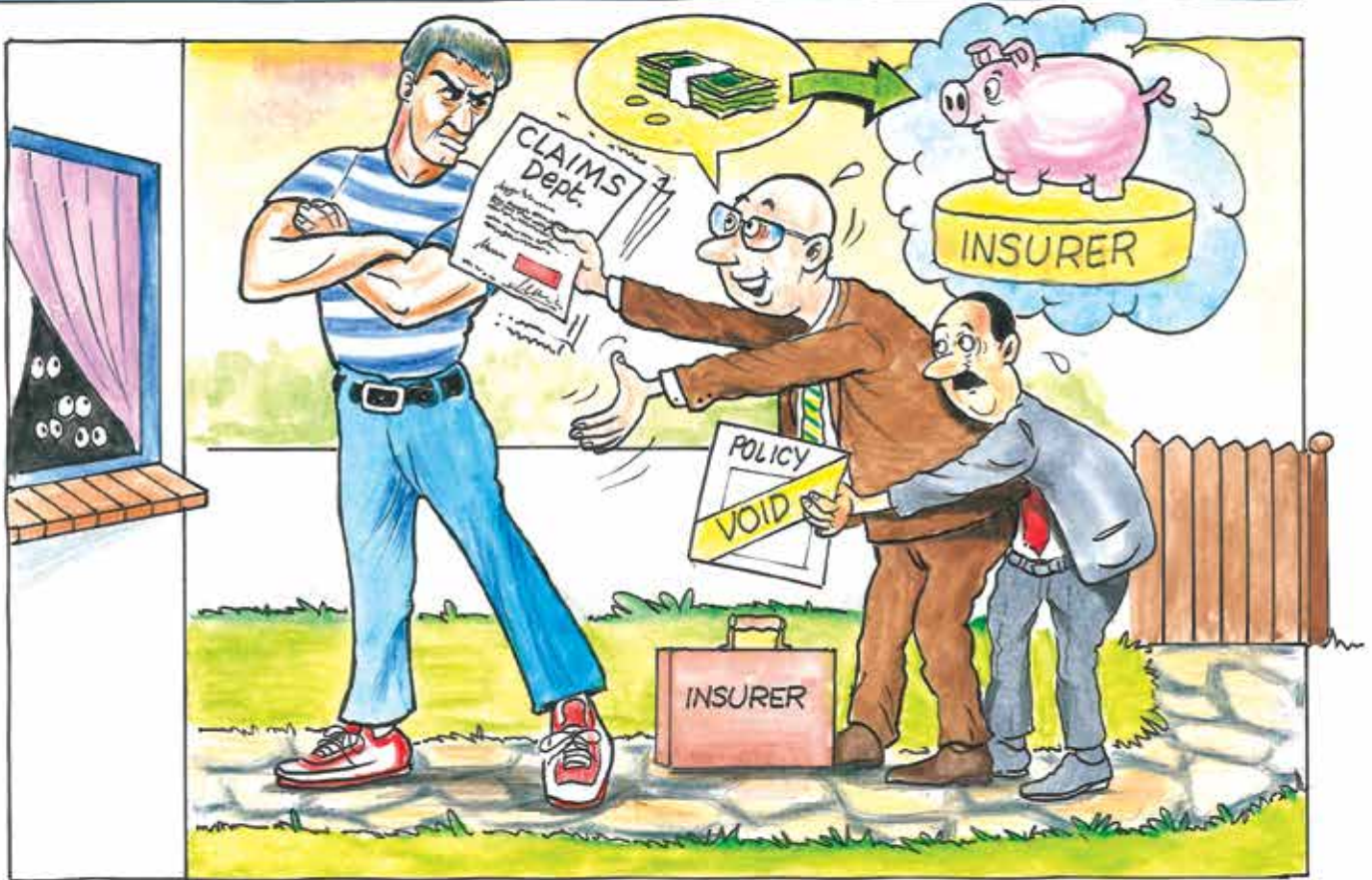
PREMIUMS TO BE REPAID ...

TILL HERE.

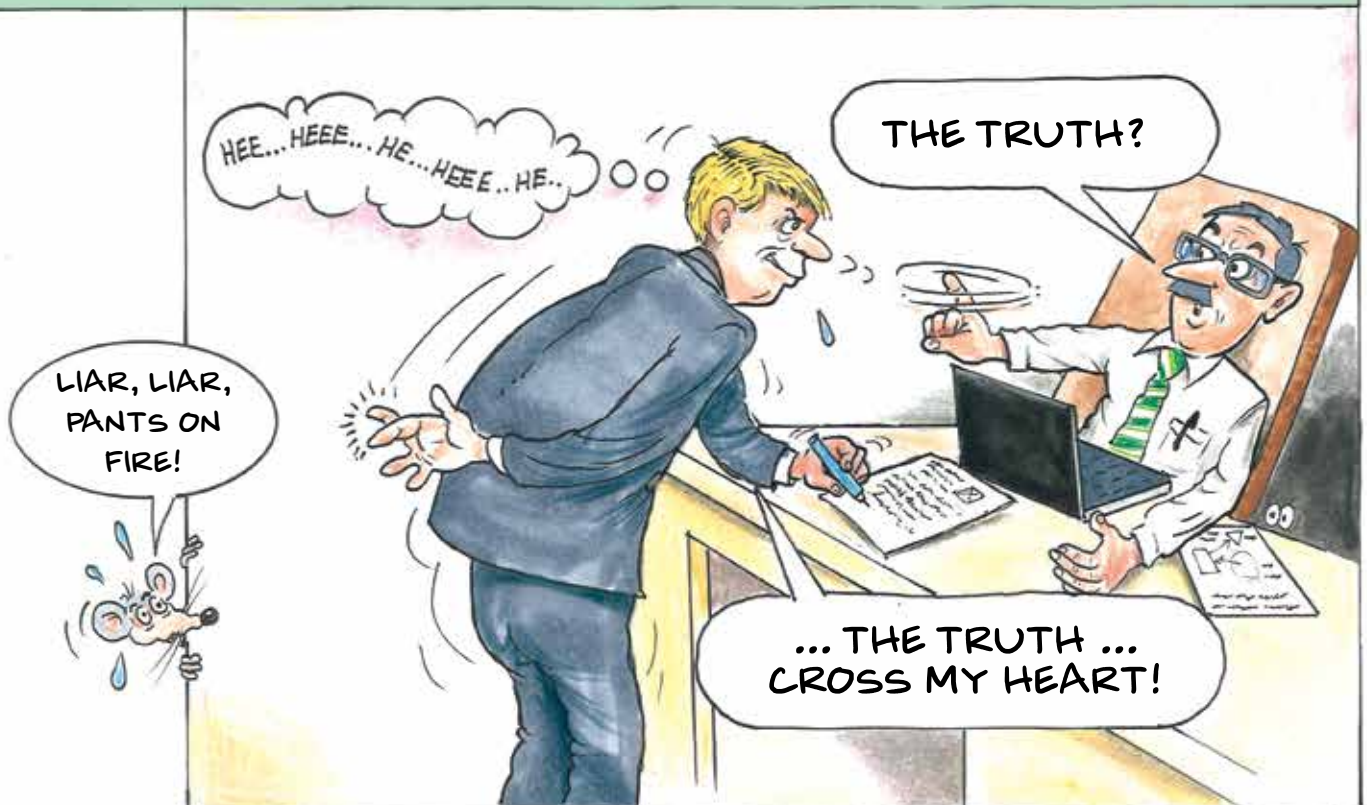
S	M	T	W	T	F	S

... MUST REPAY THE PREMIUM RECEIVED FOR THE PERIOD AFTER THE AVOIDANCE DATE. IT IS NECESSARY TO REPAY THE PREMIUM TO THE INSURED, THIS NEED NOT NECESSARILY BE DONE SIMULTANEOUSLY WITH THE NOTICE OF AVOIDANCE OR OF CANCELLATION OF THE POLICY, BUT A TENDER TO REFUND THE PREMIUM SHOULD BE INCLUDED IN THE NOTICE. AVOIDANCE OR CANCELLATION SHOULD NOT BE HELD BACK WHILST THE REFUND IS CALCULATED. THE REFUND SHOULD BE MADE WITHIN A REASONABLE TIME, UNLESS THE POLICY SAYS OTHERWISE.

THE INSURER MAY CLAIM REPAYMENT (OR SET OFF AGAINST ANY PREMIUM REFUND DUE) OF CLAIMS PREVIOUSLY PAID UNDER THE POLICY FOR EVENTS THAT OCCURRED AFTER THE DATE FROM WHICH THE POLICY IS DECLARED VOID.



THE INSURER MAY CLAIM DAMAGES FOR FRAUDULENT AND POSSIBLY FOR NEGLIGENT MISREPRESENTATION (THIS REMEDY IS VERY SELDOM USED OR APPROPRIATE).



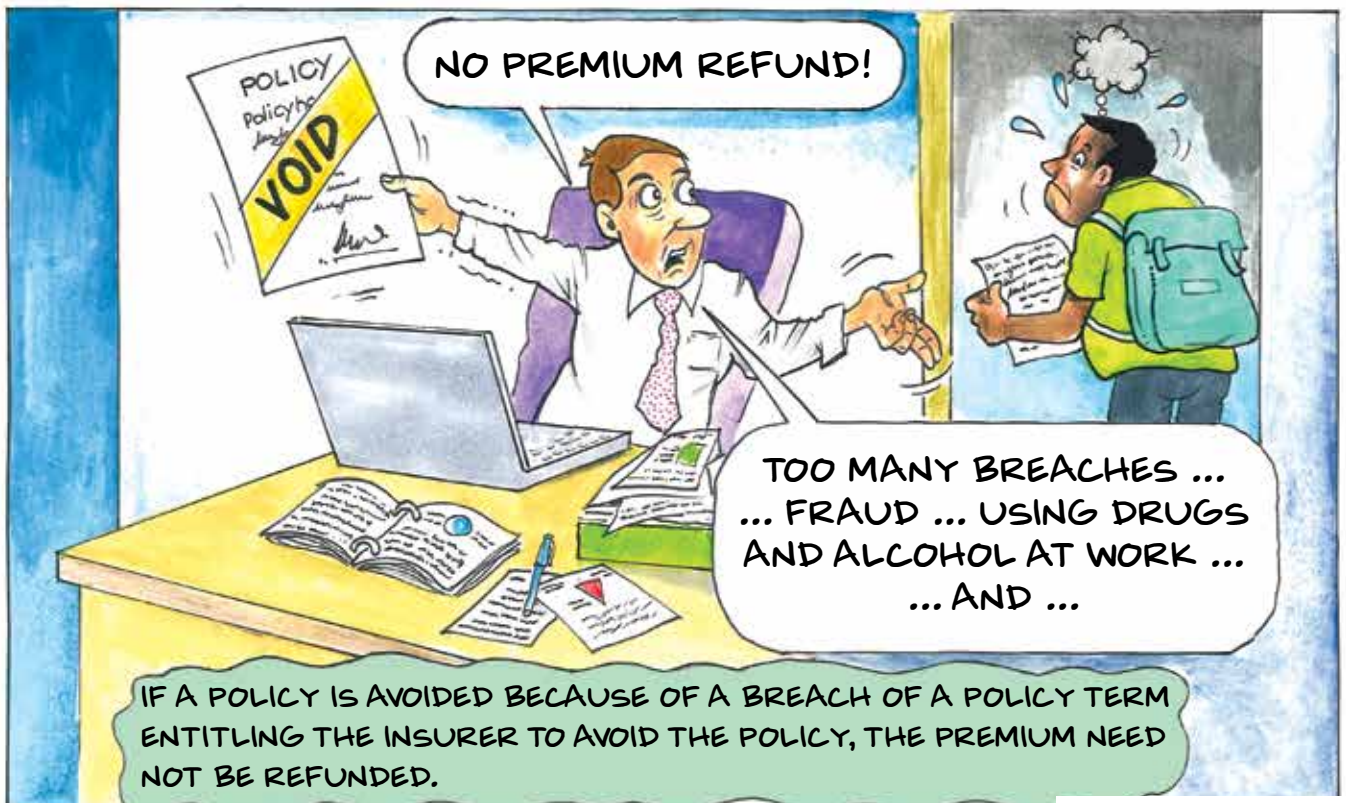
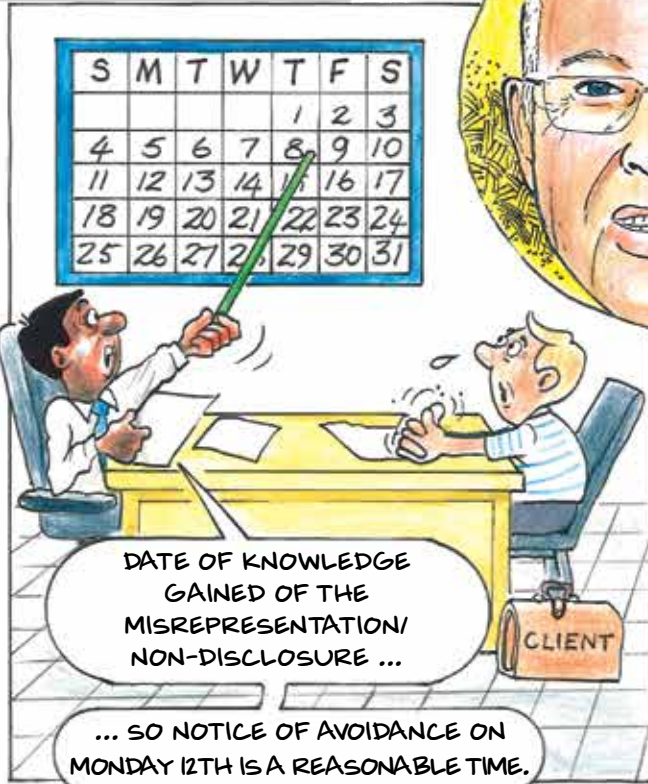
THE INSURER MUST GIVE NOTICE OF AVOIDANCE OF THE POLICY WITHIN A REASONABLE TIME OF THE MISREPRESENTATION/NON-DISCLOSURE COMING TO THE INSURER'S KNOWLEDGE.

IF THE INSURER DOES NOT DO SO AND PERFORMS ANY ACT INCONSISTENT WITH ITS DECISION TO AVOID THE POLICY (SUCH AS DELAYING THE DECISION TO AVOID, ACCEPTING FURTHER PREMIUMS, GIVING NOTICE OF CANCELLATION OF THE POLICY, REJECTING THE CLAIM ITSELF WITHOUT AVOIDING THE POLICY, OR OTHERWISE ACTING AS IF THE INSURANCE POLICY IS IN FORCE) THE RIGHT TO RELY ON THE NON-DISCLOSURE/MISREPRESENTATION MAY BE LOST FOREVER.

THE FACTS MAY ALLOW FOR EITHER THE AVOIDANCE OF THE POLICY, OR FOR CANCELLATION OF THE POLICY, OR FOR REJECTION OF THE CLAIM.

IN THOSE CIRCUMSTANCES GREAT CARE MUST BE TAKEN IN COMMUNICATING WITH THE INSURED TO MAKE IT CLEAR THAT THE POLICY IS AVOIDED AND THAT AS AN ALTERNATIVE CANCELLATION OR REJECTION OF THE CLAIM MAY BE ASSERTED IF A COURT DECIDES THAT THERE WAS NO BASIS FOR AVOIDANCE OF THE POLICY.

LEGAL ADVICE SHOULD BE SOUGHT WHEN COMMUNICATING THAT DUAL MESSAGE TO THE INSURED.

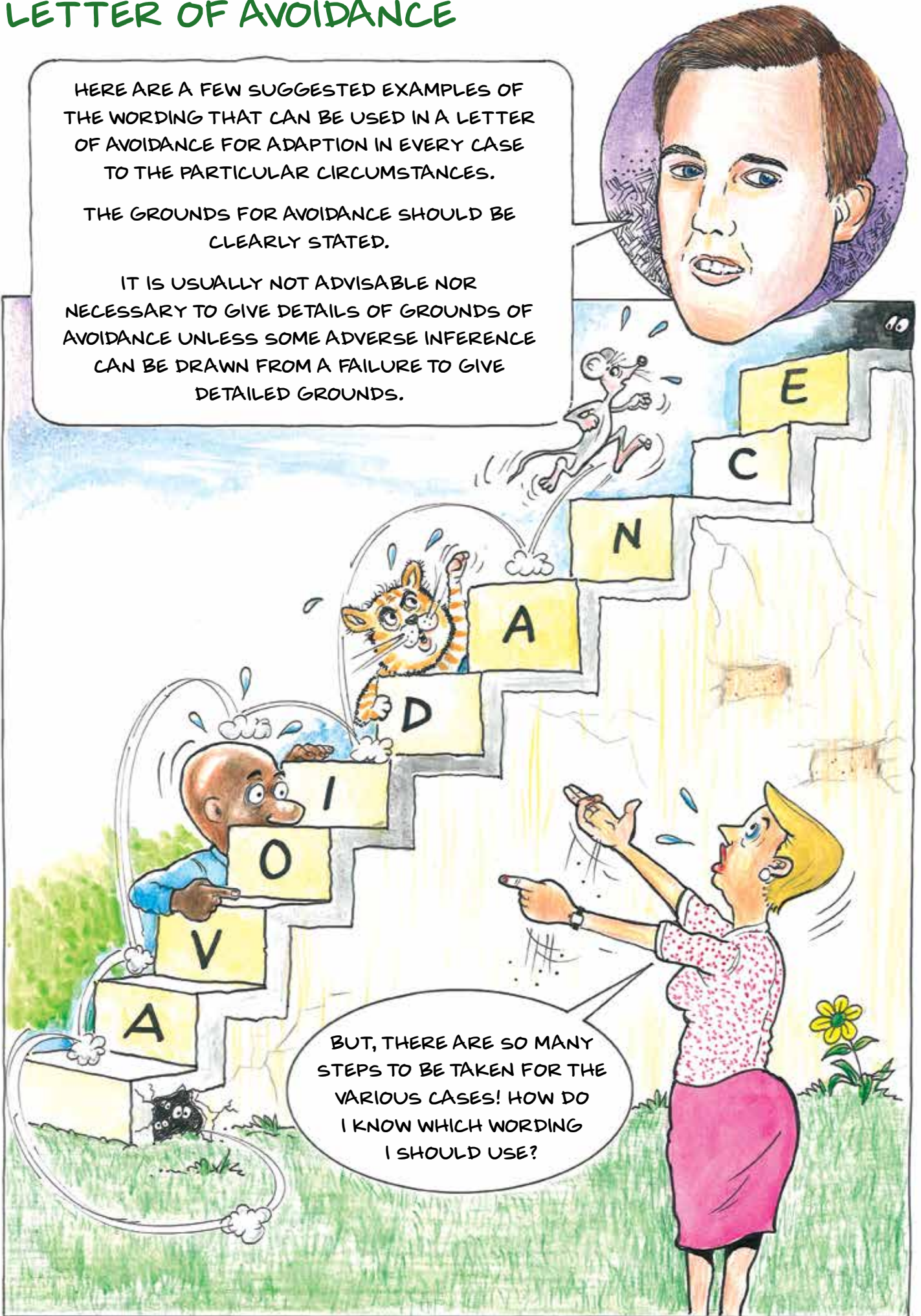


LETTER OF AVOIDANCE

HERE ARE A FEW SUGGESTED EXAMPLES OF THE WORDING THAT CAN BE USED IN A LETTER OF AVOIDANCE FOR ADAPTION IN EVERY CASE TO THE PARTICULAR CIRCUMSTANCES.

THE GROUNDS FOR AVOIDANCE SHOULD BE CLEARLY STATED.

IT IS USUALLY NOT ADVISABLE NOR NECESSARY TO GIVE DETAILS OF GROUNDS OF AVOIDANCE UNLESS SOME ADVERSE INFERENCE CAN BE DRAWN FROM A FAILURE TO GIVE DETAILED GROUNDS.



BUT, THERE ARE SO MANY STEPS TO BE TAKEN FOR THE VARIOUS CASES! HOW DO I KNOW WHICH WORDING I SHOULD USE?




THE PROPOSED WORDING OF THE AVOIDANCE LETTER ADAPTED TO THE CIRCUMSTANCES IS ...

1

"WE HEREBY GIVE NOTICE OF AVOIDANCE OF THE ABC POLICY NUMBER 123 FROM THE DATE OF COMMENCEMENT [VARIATION] [RENEWAL] NAMELY FROM THE XTH OF MONTH 20... BY REASON OF MISREPRESENTATION OR NON-DISCLOSURE OF THE FOLLOWING MATERIAL INFORMATION, NAMELY [INSERT]: [OR GIVE OTHER GROUNDS OF AVOIDANCE].

2

IN THE CIRCUMSTANCES THE CLAIM NOTIFIED WILL NOT BE DEALT WITH AND NO ADMISSIONS WHATSOEVER ARE MADE IN THAT REGARD OR IN REGARD TO YOUR ALLEGED LOSS.



3

[ADD IF CLAIMS HAVE BEEN PAID: WE DEMAND RESTITUTION OF ALL PAST PERFORMANCE BY US AFTER THE AVOIDANCE DATE BY REPAYMENT OF R... COMPRISING (HERE GIVE BRIEF DETAILS OF PAST CLAIMS PAID) PAYABLE AT OUR OFFICES WITHIN X DAYS OF THE DATE OF THIS LETTER].

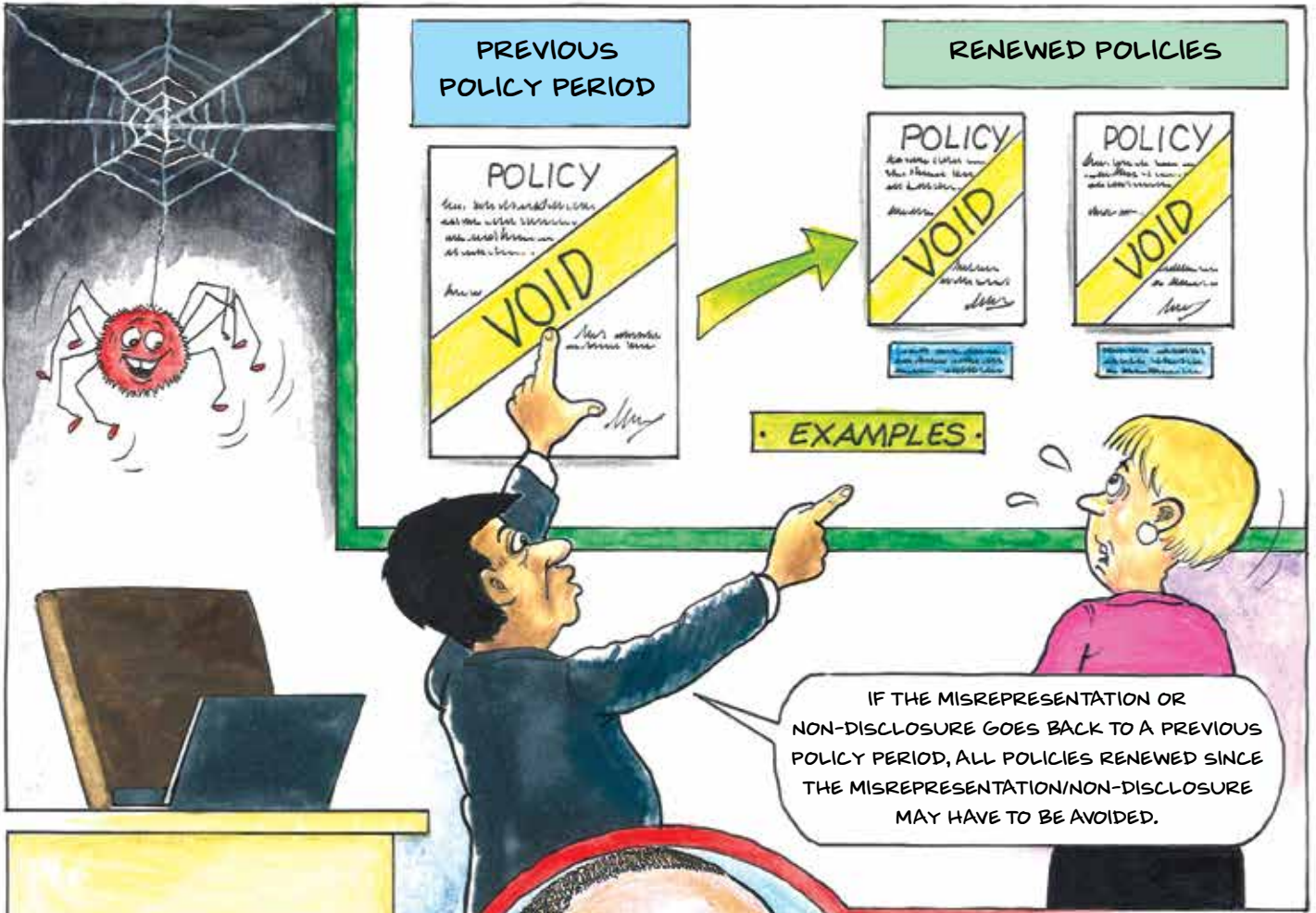
4

YOUR PREMIUMS LESS ALL AMOUNTS DUE BY YOU, WILL BE [HAVE BEEN] REFUNDED [OR HAVE BEEN SET OFF AGAINST THE CLAIMS REFUND DUE].

5

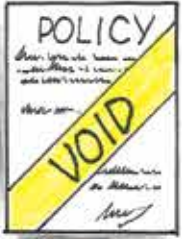
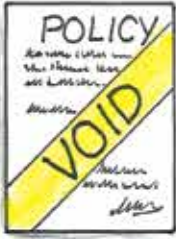
WE RESERVE OUR RIGHTS TO CLAIM ANY DAMAGES SUFFERED BY REASON OF THE MISREPRESENTATION/ NON-DISCLOSURE.





PREVIOUS POLICY PERIOD

RENEWED POLICIES

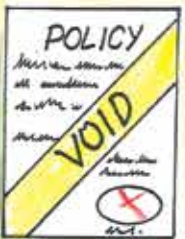
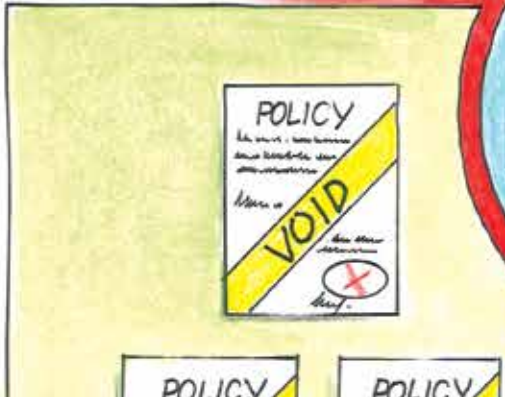


EXAMPLES

IF THE MISREPRESENTATION OR NON-DISCLOSURE GOES BACK TO A PREVIOUS POLICY PERIOD, ALL POLICIES RENEWED SINCE THE MISREPRESENTATION/NON-DISCLOSURE MAY HAVE TO BE AVOIDED.



YES, USUALLY ONLY THE LATEST POLICY IS AVOIDED ON THE GROUNDS OF A MISREPRESENTATION OR NON-DISCLOSURE CARRIED FORWARD TO RENEWED OR REPLACED POLICIES.



IF MORE THAN ONE POLICY IS AVOIDED, IT IS NECESSARY TO REFLECT ALL POLICY NUMBERS OF POLICIES BEING AVOIDED.



INS. 1390/20

INS. 1732/20

INS. 6905/20

INS. 2943/20

GIVING OF NOTICE



NOTICE OF AVOIDANCE OR CANCELLATION OF A POLICY OR REPUDIATION OF A CLAIM SHOULD ALWAYS BE IN WRITING. THIS INCLUDES GIVING NOTICE ELECTRONICALLY.

IF THE POLICY OR POLICYHOLDER PROTECTION RULES STIPULATE THE MANNER IN WHICH NOTICES MUST BE GIVEN OR THE ADDRESS TO WHICH NOTICES MUST BE SENT OR DELIVERED THESE PROVISIONS MUST BE COMPLIED WITH.



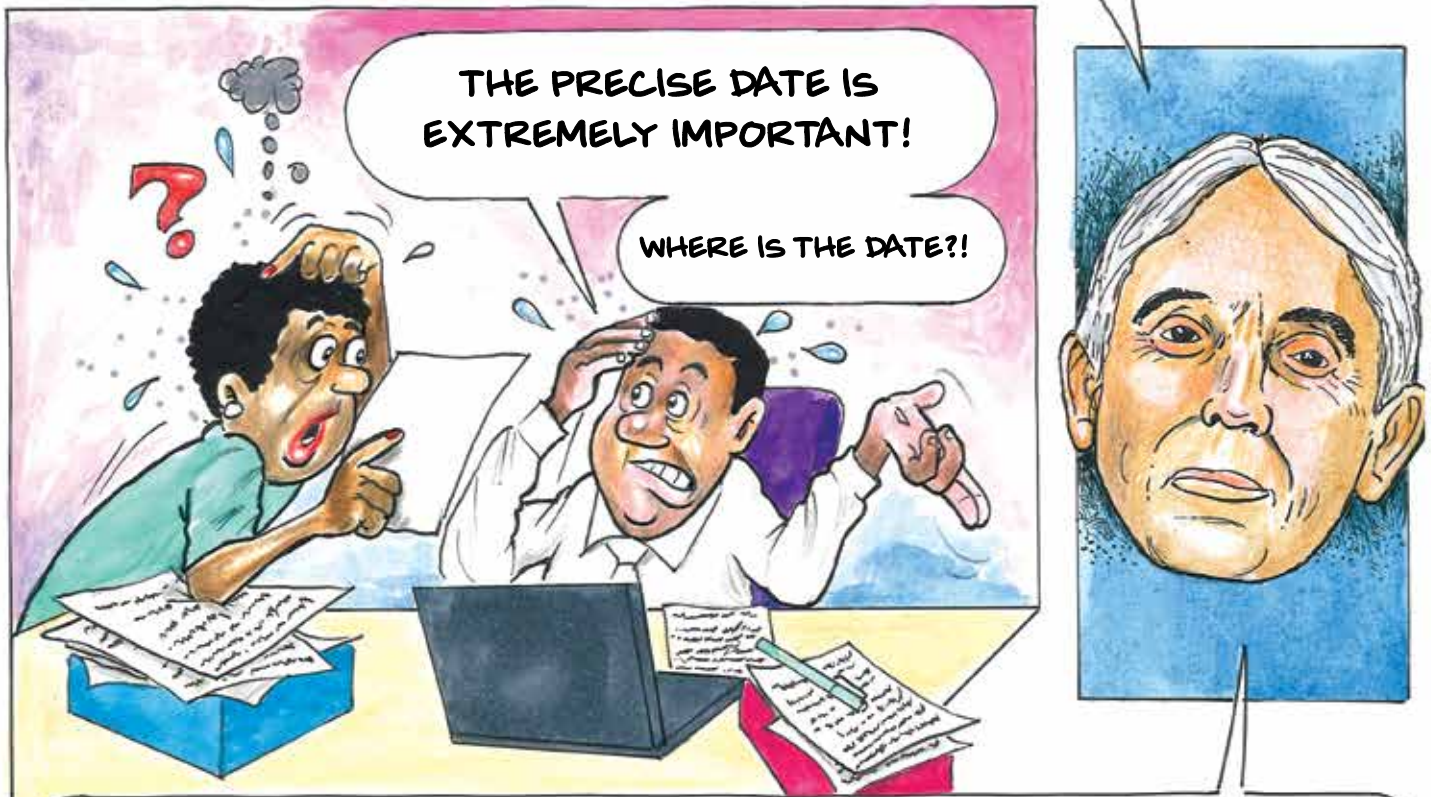
LETTER TO BE DELIVERED BY HAND TO THE FOLLOWING ADDRESS:
123 ABC STREET
ALPHABET VILLAGE
SUBURBIA

THE ONUS IS ON THE INSURER TO PROVE IF AND WHEN THE NOTICE WAS RECEIVED BY THE INSURED OR THE INSURED'S AUTHORISED AGENT. THIS NOTICE SHOULD BE GIVEN BY EMAIL OR OTHER ELECTRONIC MEANS, OR, IF DELIVERED BY HAND, A RECEIPT SHOULD BE OBTAINED OR OTHER PROOF OF DELIVERY KEPT ON FILE. THE POLICY SHOULD HAVE AN ADDRESS CHOSEN BY THE INSURED FOR NOTICES TO THE INSURED.

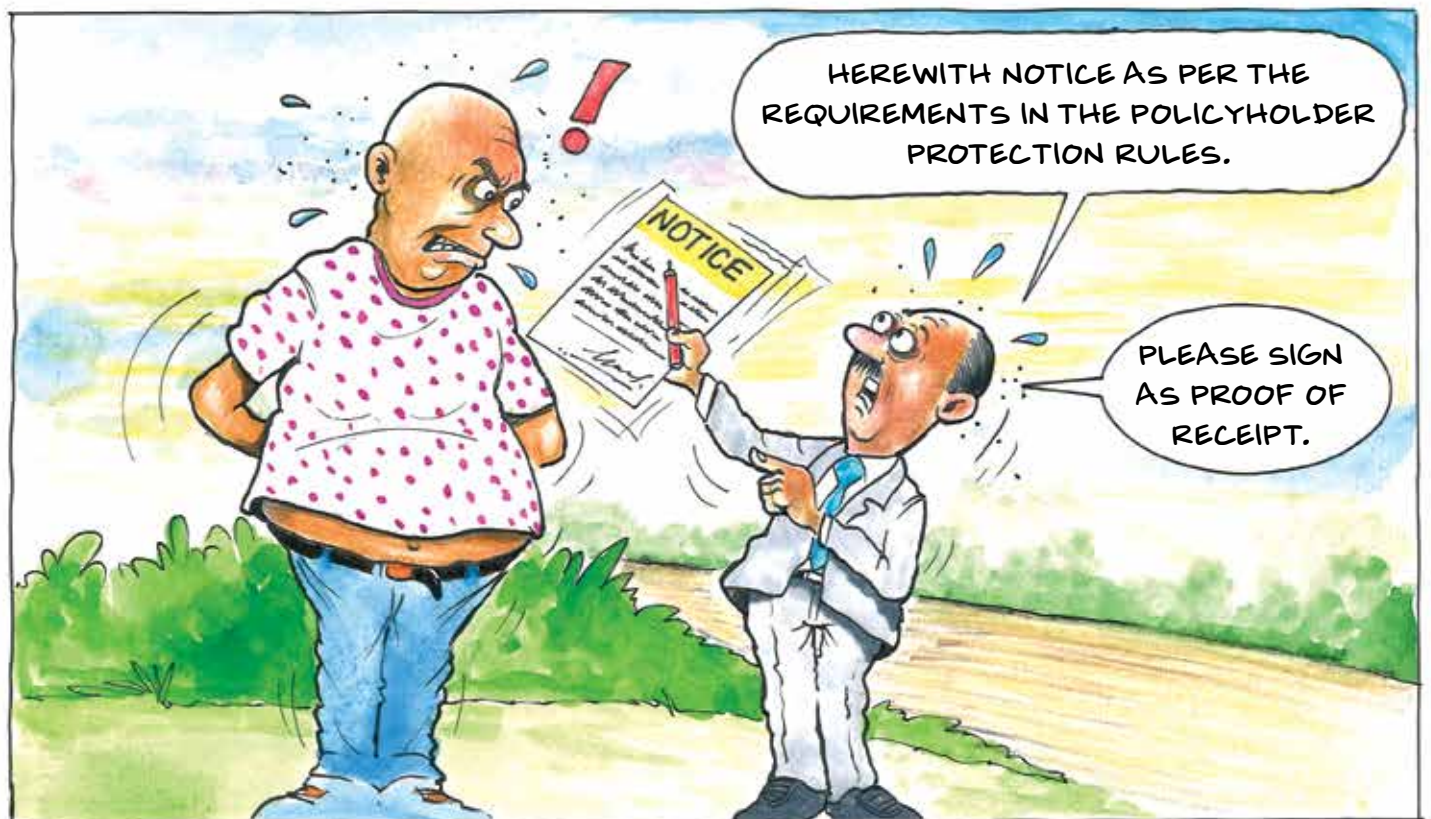
WHERE A BROKER IS ACTING FOR THE INSURED, NOTICE SHOULD BE GIVEN TO THE BROKER AND THE BROKER SHOULD BE ASKED TO CONFIRM AUTHORITY TO ACCEPT THE NOTICE ON BEHALF OF THE INSURED AND THAT THE NOTICE HAS BEEN PASSED ON TO THE INSURED. IN THE ABSENCE OF IMMEDIATE CONFIRMATION, A COPY OF THE NOTICE SHOULD BE SENT TO THE INSURED AS WELL.



FOR THE PURPOSE OF THE POLICYHOLDER PROTECTION RULES OR IF LITIGATION ENSUES, FOLLOWING THE AVOIDANCE OR CANCELLATION OF A POLICY OR REJECTION OF A CLAIM, THE PRECISE DATE ON WHICH THE AVOIDANCE, CANCELLATION OR REJECTION WAS COMMUNICATED TO THE INSURED AND THE FACT OF THAT COMMUNICATION MAY BE OF SIGNIFICANCE. THAT IS SO, FOR EXAMPLE, WHERE THE INSURER RELIES ON A CONTRACTUAL TIME-LIMITATION REQUIRING COMMENCEMENT OF LITIGATION BY THE INSURED WITHIN A SPECIFIED TIME FOLLOWING REJECTION OF THE CLAIM. APPROPRIATE EVIDENCE SHOULD ACCORDINGLY BE RETAINED TO ESTABLISH WHAT WAS COMMUNICATED TO THE INSURED, WHEN AND BY WHOM.



WHEN GIVING ANY NOTICE TO THE INSURED BEAR IN MIND THE REQUIREMENTS RELATING TO THE GENERAL FORMAT OF POLICIES AND PRINCIPLES OF DISCLOSURE IN THE POLICYHOLDER PROTECTION RULES.



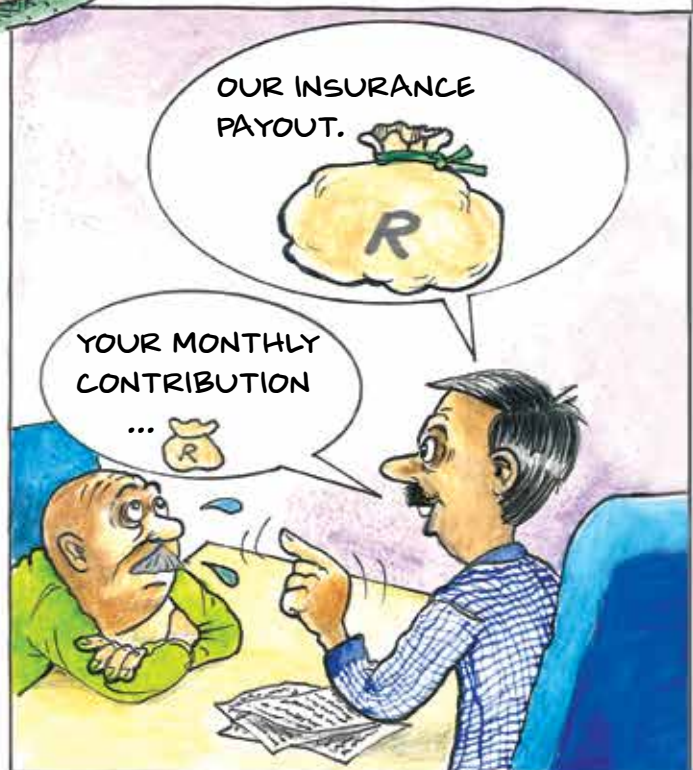
USE PLAIN LANGUAGE TO PROMOTE EASY COMPREHENSION AND TO AVOID UNCERTAINTY OR CONFUSION.

BY PUTTING HIS LEFT FOOT IN FRONT OF HIS RIGHT FOOT AND THEN HIS RIGHT FOOT IN FRONT OF HIS LEFT FOOT, HE GOT CLOSER TO ME.



ADEQUATE INFORMATION/ REASONS SHOULD BE PROVIDED AND THE INFORMATION PROVIDED SHOULD NOT BE MISLEADING.

THE NATURE AND EXTENT OF ANY MONETARY OBLIGATIONS ON THE INSURER AND THE POLICYHOLDER SHOULD BE CLEARLY SET OUT.



ENSURE THAT THE RELEVANT NOTICE PERIODS ARE COMPLIED WITH.



TIME LIMITATION PROVISIONS AND THE CONSEQUENCES OF NON-COMPLIANCE MUST BE CLEARLY SET OUT.



THE INSURER'S AND INTERMEDIARY'S CONTACT DETAILS SHOULD BE USED.



DETAILS OF ANY ALTERNATIVE DISPUTE RESOLUTION PROCEDURE SHOULD BE PROVIDED.



DETAILS OF THE MANNER OF LODGING COMPLAINTS AND PARTICULARS OF THE RELEVANT OMBUDSMAN SHOULD BE PROVIDED.



MEET OUR INSURANCE DIRECTORS

SPECIALIST INSURANCE



Craig Woolley
DIRECTOR



David Kapelus
DIRECTOR



Gerrit Bower
DIRECTOR



Patrick Bracher
DIRECTOR



Daniël Breier
DIRECTOR



Donald Dinnie
DIRECTOR



Sandile Khoza
DIRECTOR



Liesel Kok
DIRECTOR



Yolanda MacKay
DIRECTOR



Deniro Pillay
DIRECTOR



Michael Chronis
CONSULTANT

TRANSPORT INSURANCE



Malcolm Hartwell
DIRECTOR



Andrew Robinson
CHAIRPERSON



Peter Lamb
DIRECTOR



Pierre Naudé
CONSULTANT

CONSTRUCTION INSURANCE



Tony Chappel
DIRECTOR



Gary Rademeyer
DIRECTOR



Sentebale Makara
DIRECTOR



Michael Hart
CONSULTANT

NORTON ROSE FULBRIGHT

15 Alice Lane
Sandton
Johannesburg
2196

Norton Rose House
10th Floor
8 Riebeeck Street
Cape Town
8001

3 Pencarrow Crescent
Pencarrow Park
La Lucia Ridge
KwaZulu-Natal
4051