

SOUTH AFRICA / JUDGMENT

Van Reenen v Santam Ltd

(623/12) [2013] ZASCA 74; 2013 (5) SA 595 (SCA) (29 May 2013)

[2013] ZASCA 74

COURT

Supreme Court of Appeal

BEFORE

Maya, Leach, Theron, Willis, Meyer

CASE / FILE NUMBER

623/12

Source: saflii.org · Research copy typeset by Esheria. Not court-issued or certified.

THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

REPORTABLE

Case No: 623/12

In the matter between:

LOURENS WEPENER VAN REENENAppellant

and

SANTAM LIMITEDRespondent

Neutral citation: Van Reenen v Santam Ltd (623/12) [2012] ZASCA 74 (29 May 2013)

Coram: MAYA, LEACH, THERON, WILLIS JJA and MEYER AJA

Heard: 21 May 2013

Delivered: 29 May 2013

Summary: Prescription Act 68 of 1969 – when ‘debt’ claimed in terms of 156 of the Insolvency Act 24 of 1936 becomes due under s 12(1) and (3) of the Prescription Act – whether insurer’s opposition of third party’s action against liquidated insured constitutes acknowledgement of liability and interrupts running of prescription in terms of s 14(1) of the Prescription Act.

1Gericke v Sack 1978 (1) SA 821 (A) at 828B.

2The Master v I L Back & Co Ltd and others 1983

(1) SA 986 (A) at 1004G.

3Ibid at 1004; Deloitte Haskins & Sells Consultants (Pty) Ltd v Bowthorpe Hellerman Deutsch (Pty) Ltd [1990] ZASCA 136; 1991 (1) SA 525 (A) at 532G-I; Benson and another v Walters and others 1984 (1) SA 73 (A) at 82.

4The section reads: ‘In the winding-up of a company unable to pay its debts the provisions of the law relating to insolvency shall, in so far as they are applicable, be applied mutatis mutandis in respect of any matter not specially provided for by this Act.’ See Supermarket Leaseback (Elsburg) (Pty) Ltd v Santam Insurance Ltd [1990] ZASCA 131; 1991 (1) SA 410 (A) at 411H.

5Coetzee v Attorneys’ Insurance Indemnity Fund 2003 (1) SA 1 (SCA) paras 19-20.

6See also Unitrans Freight (Pty) Ltd v Santam Ltd 2004 (6) SA 21 (SCA) paras 7 and 8; Le Roux v Standard General Versekeringsmaatskappy Bpk 2000 (4) SA 1035 (SCA) at 1046J-1047G; Canadian Superior Oil Ltd v Concord Insurance Co Ltd (formerly INA Insurance Co Ltd 1992 (4) SA 263 (W) at 273H-274B; Woodley v Guardian Assurance Co of SA Ltd 1976 (1) SA 758 (W) at 759E-H.

7Gypsum Industries Ltd v Standard General Insurance Co Ltd 1991 (1) SA 718 (W) at 722D.

8David Trust and others v Aegis Insurance Co Ltd and others [2000] ZASCA 108; 2000

(3) SA 289 (SCA) para 2.

9Deloitte Haskins & Sells Consultants (Pty) Ltd v Bowthorpe Hellerman Deutsch (Pty) Ltd [1990] ZASCA 136; 1991 (1) SA 525 (A) at 532G-I.

10Markham v South African Finance & Industrial Co. Ltd 1962 (3) SA 669 (A) at 676F; Pentz v Government of the RSA 1983 (3) SA 584 (A) at 594A-D.

11The relevant part of the clause, loosely translated from Afrikaans, provides:

‘(a) If any event takes place in respect of which a claim in terms of this policy was or is being instituted, the company and every person authorised by it may, without incurring any liability and without prejudice to the company’s right to rely on any condition of this policy

...

Take over and conduct in the name of the insured the defence or settlement of any claim and conduct for own benefit in the name of the insured any claim for indemnity or damages or otherwise and has full authority over the conduct of any legal proceedings and over the settlement of any claim. No admission, statement, offer, promise, payment or indemnity may be made by the insured without the written consent of the company.’

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZASCA/2013/74.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/van-reenen-v-santam-unknown-topic-asca-2013>

Prepared on 13 October 2026 · Esheria