(For English see reverse)

Kantoor vir Finansiële Instellings,

Privaatsak X238,

PRETORIA.

25 April 1966.

OMSENDBRIEF NO. F.S.5
(Aan alle onderlinge hulpverenigings)

HOFUITSPRAAK IN VERBAND MET GETROUHEIDSDEKKING.

1. Die aandag van onderlinge hulpverenigings word gevestig op die uitspraak in die saak RANDBANK BPK. vs. SANTAM VERSEKERINGSMAATSKAPPY BPK., soos gerapporteer op bladsye 456 tot 461 van The South African Law Reports 1965(2).

2. Die volgende aanhaling uit die uitspraak (wat in Engels gerapporteer is) is van belang:

> "The General principle is that where an agent contracting in the course of his employment and within the scope of his authority, fraudulently conceals or otherwise fails to disclose a fact known to him which, having regard to the nature of the contract, he ought to have disclosed to the other contracting party, his principal is liable for and must suffer the consequences of his concealment or non-disclosure. That responsibility of the principal attaches, at any rate in regard to the voidability of the contract, even if he himself had no knowledge of the fact not disclosed or fraudulently concealed ..... That conclusion is unfortunate for the plaintiff, a corporation, which can only act through an agent or employee, but the moral of this litigation seems to be that insurances only through an agent or employee (such as, for example, its attorney or auditor) whose fidelity is not intended to be guaranteed thereby."

3. Hierdie Kantoor ag die uitspraak van soveel belang dat onderlinge hulpverenigings aangeraai word om 'n afskrif daarvan te verkry.

4. Daar word aan die hand gedoen dat elke onderlinge hulpvereniging met sy versekeraar oorleg pleeg ten einde te verseker dat sy getrouheidsdekking nie op die gronde vermeld in die uitspraak vernietigbaar sal wees nie.

REGISTRATEUR VAN ONDERLINGE HULPVERENIGINGS.

/BC