REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case Number: A3086/2019
TRIBUNAL CASE NO: NCT/29052/2015/140(1)

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: NO

[redacted]

8 December 2025
DATE SIGNATURE

In the matter between:

JDG TRADING (PTY) LTD	**Applicant**
and	
THE NATIONAL CREDIT REGULATOR	**First Respondent**
THE NATIONAL CONSUMER TRIBUNAL	**Second Respondent**
THE BLACK SASH TRUST *Amicus Curiae*	
***In re*:**	
THE NATIONAL CREDIT REGULATOR	**Appellant**
and	
JDG TRADING (PTY) LTD	**First Respondent**
THE NATIONAL CONSUMER TRIBUNAL	**Second Respondent**
THE BLACK SASH TRUST	**Amicus Curiae**

JUDGMENT – LEAVE TO APPEAL

MAHOMED J (MANAMELA AJ CONCURRING)

[1] The applicant, JDG Trading (Pty) Ltd (the first respondent in the appeal, which served before us) seeks leave to appeal the judgment we handed down as a full bench on 7 May 2025, to the Full Court of the Gauteng Division, Johannesburg alternatively to the Supreme Court of Appeal, against the whole of the judgment and orders we granted. The applicant seeks costs of the application to be costs in the appeal.

[2] We found that the applicant contravened sections 106, 90(1) and (2) and 91 (1) and (2) of the National Credit Act 34 of 2005. The applicant, as per the common cause facts, sold disability cover to disabled people; retrenchment cover to pensioners; and neither of the group of consumers would ever lodge a claim, being already disabled or unemployed. The cover was sold in the form of bundled insurance, and the applicant offer it as such because it claims it is cost effective and therefor accessible at the low rates. The applicant justifies the policy on the basis that is it the only life cover available to older persons and at a competitive rate, without the hassle of taking medical examinations and the like.

[3] We found it unreasonable to require consumers to maintain such insurance and considered the earlier evidence before the National Consumer Tribunal.[1] The cover they paid for was meaningless, as disabled consumers would never benefit from disability cover and the pensioners, already unemployed or no longer employed, would never benefit from retrenchment cover.

[4] Furthermore, we found that the procedure to lodge claims was unreasonable.[2]

[1] Judgment para 27 28 CL 01-14
[2] Judgment para 21 CL 01-12

[5] The applicant raised four grounds of appeal. It contended that this court overlooked the provisions of the 2017 Credit Life Regulations. However the first respondent, the National Credit Regulator (the appellant in the appeal before us) pointed out that the point was never raised before the Tribunal, nor in the applicant's heads of argument or in its answering papers. The court is bound to the record. No evidence was led on the provisions in the regulations. Obviously the regulations supplement the National Credit Act and therefor no conflict arises.

[6] The applicants argue that we misunderstood the benefits of cross subsidisation. We hold the view that the poor and aged, would not have agreed at the point of sale, to subsidise the young and more affluent member of the group, who will benefit fully from the cover. We relied on common cause facts before the tribunal.[3] The applicants argued that we ought not to have considered the administrative process to lodge a claim. We hold the view the claims process brings into sharp focus the unreasonableness of the cover offered.

[7] The applicant correctly point out that our judgment has far reaching effect. We are of the view that the dispute pertains to consumer rights and particularly vulnerable groups, who are entitled to clarity. We are acutely aware that the insurance cover for such transactions is only secondary, if at all, on the minds of consumers. The consumer must know what he/she pays for and what value he/she derives from such payment. We think it is in the interest of justice to grant leave in this instance and that the significance of our judgment on the material segment of the credit industry serves as "some other compelling

[3] Vol 21 p 2120 para 19 l 8 CL 9-2209

reason why the appeal should be heard", as provided by section 17(1)(a)(ii) of the Superior Courts Act 10 of 2013.

[8] Accordingly, I make the following order:

1. Leave to appeal to the Full Court of the Gauteng Division, Johannesburg of the High Court is granted, and
2. Costs shall be costs in the appeal.

[redacted]

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S MAHOMED
JUDGE OF THE HIGH COURT
GAUTENG DIVISION
JOHANNESBURG

I agree:

[redacted]

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K MANAMELA
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION
JOHANNESBURG

Date of Hearing: 4 November 2025

Date of Judgment: 8 December 2025

APPEARANCES

Counsel for the Applicant	CDA Loxton SC, with him A Milovanovic-Bitter and M Zikalala
Counsel for the First Respondent:	PL Carstensen SC
Counsel for the Amicus Curiae:	J Bhima