

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, JOHANNESBURGCASE NO: 055907/2026DATE: 25.08.2026

DELETE WHICHEVER IS NOT APPLICABLE

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES : NO

(3) REVISED



SIGNATURE

DATE: 25 August 2026

In the matter between

10 OTSILE MOLUSI

Applicant

and

DISCOVERY INSURE LIMITED

Respondent

J U D G M E N T E X T E M P O R E

WILSON, J: On 16 February 2026, the applicant, Mr Molusi, received a letter from his insurer, who is the respondent, Discovery, informing him that his motor vehicle insurance coverage was suspended, because he had not paid the

20 premiums due in terms of the policy.

The suspension letter said that he could resume cover if he recommenced paying his premiums, but that:

"He would only have cover from the date
that Discovery received the payment."

At 14:30 in the afternoon on 19 February 2026, Mr Molusi was involved in a motor vehicle collision. 17 minutes later he

received a telephone call from Discovery. He notified Discovery of the details of the collision. 3 minutes after that, at 14:50, he paid his outstanding premium. Discovery later declined to extend benefits to Mr Molusi under the policy on the basis that the accident he claimed for took place while his policy had lapsed.

Mr Molusi disputes this on two basis. First of all, he relies on the wording of the suspension letter that states that he will only have cover from the date the payment is received.

10 His argument is that since he paid his premium on 19 February 2026 he was covered from the beginning of that day and that the period of coverage accordingly included the moment at which the motor vehicle collision took place.

His second point is that by affording him some initial assistance in the form of a rental car and onsite accident assistance, Discovery represented to him that his policy was still in effect and is now estopped from denying that representation.

The first argument cannot succeed for two reasons.

20 The first is that the suspension letter must be read in light of the policy wording itself, which states that cover will not resume “until” the point at which which the outstanding premium is in fact received by Discovery. This seems to me to refer to a particular time, rather than a particular date. That is fortified, in my view, by the surrounding

circumstances of this case. This is a contract of insurance. It is the nature of contracts of insurance that the insured is covered for a defined future risk. It is not permissible as a general rule to take out an insurance policy and expect to be covered for a risk that eventuated before the insurance policy commenced. No reasonable person would suggest that a householder whose house burns down the day before they purchase buildings insurance may claim for the fire.

Mr Molusi accepted this, but sought to distinguish his
10 case on the basis that there was an extant policy, which was merely suspended. It seems to me that that distinction is without any real difference. A grace period had been afforded and had expired. The policy was no longer in effect, at least until Mr Molusi paid his premium.

The question in those circumstances is whether the word “date” in the suspension letter can be read to mean for the whole day upon which the outstanding premium is paid or only that portion of the day after the outstanding is paid. On the basis of the use of the word “until” in clause 5.23 of the
20 policy wording and on the general principles that are applicable to insurance policies that I have set out, it seems to me the date in the suspension letter must have meant the portion of the day after the premium had been paid.

It follows that on its policy wording and on its suspension letter, Discovery is under no obligation to

compensate Mr Molusi for the 19 February 2026 collision.

On the *estoppel* point, it seems to me that Mr Molusi has not shown that he relied to his detriment on Discovery's representation that his policy was still extent. I questioned Mr Molusi quite closely on the issue of detrimental reliance. He was unable to convince me that he had done anything to his detriment in the belief that he was still covered. It follows that an *estoppel* cannot arise.

It follows that the application must be dismissed. What
10 remains is the question of costs. As a general rule, Mr Molusi, as a lay litigant, ought not in my view to be ordered to pay the costs of the application, unless it can be shown that he has misconducted himself in some way.

Mr Molusi has not misconducted himself. He has presented his case with some ability. He has answered my questions, and engaged with me in a very helpful way. Lay litigants do not benefit from the advice of qualified lawyers and so cannot be held responsible for indemnifying those they sue. Costs orders are only really justified if a party has
20 benefited from advice on the prospects of their claim or defence succeeding. Lay litigants do not have the benefit of this advice.

In those circumstances, each party must pay their own costs. For those reasons I make the following order.

1. The application is dismissed.

2. Each party will pay their own costs.

A handwritten signature in grey ink, appearing to read 'J. Wilson', is written over a solid black rectangular redaction box.

WILSON, J
JUDGE OF THE HIGH COURT
25 August 2026

