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## Defining a riot

Sir — The recent correspondence on the subject of Riot Insurance has missed the fundamental objection to the SASRIA scheme — that, with government's approval, insurers have devised an impossible set of rules relating to the definition of riot and the cover stemming therefrom.

Firstly, having drawn up a singularly indigestible endorsement to be applied to the basic policy, insurers throw the burden of interpretation on the insured; secondly, having drawn up an equally turgid riot policy, insurers also avoid the burden of proof. These acts alone run contrary to the long accepted rule of *contra proferentem*. It is ridiculous to expect any insured, other than the larger corporations, to challenge an insurance company in court on this muddled subject in view of the legal costs involved.

However, the most iniquitous part of this scheme is that, even with the introduction of SASRIA, there is still no certainty of cover. Once the principle was established of allowing varying definitions of "riot," where do we stop? The next "uproar" (?) may well be termed by some insurer, less than eager to meet his

obligations, as "insurrection" or a "war-like operation," the latter being delightfully vague and both being excluded from all cover.

How does any broker justify to his client the expenditure of premium for such a pig in a poke?

H G Tours, director, Fincare, Johannesburg.

\* The legal expression *contra proferentem* in one of the rules for interpreting contracts.

The effect of the rule is that an ambiguous term in a contract should be given the meaning which goes against the interest of the party which drafted it.

### TREFWOORDE

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