



**THE SUPREME COURT OF APPEAL OF SOUTH AFRICA**  
**MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF**  
**APPEAL**

**From:** The Registrar, Supreme Court of Appeal

**Date:** 15 November 2023

**Status:** Immediate

***The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal***

*King Price Insurance Company Limited v Mhlongo* (Case no: 1016/2022) [2023] ZASCA 152 (15 November 2023)

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Today the Supreme Court of Appeal (SCA) handed down judgment upholding an appeal against a judgment of the full bench in the Gauteng Division of the High Court, Pretoria (the full bench). The matter originated in the Regional Court of the Regional Division of Gauteng (the trial court).

The respondent in the appeal, Mr Mhlongo, was a policy holder with the appellant, King Price Insurance Company Limited (King Price), for comprehensive cover for his motor vehicle. After it was written off in a collision, King Price rejected his insurance claim. Mr Mhlongo instituted an action in the trial court for breach of the agreement and claimed damages for the fair, alternatively reasonable, alternatively market-related value of the motor vehicle. The quantum of damages claimed was R374 960.50. Both the trial court and the full bench ruled in his favour and he was awarded the damages pleaded.

The appeal to the SCA was limited to the question of whether Mr Mhlongo had proved the quantum of his claim. The SCA upheld the appeal on the basis that although Mr Mhlongo had pleaded damages based on the market value of the vehicle, he had adduced no evidence to support that claim. The only evidence Mr Mhlongo had relied on was a document that he said was provided by the Standard Bank, which had financed the purchase of the vehicle. The document indicated that the settlement amount due to the bank under the finance agreement was R374 960.50. This bore no relation to the market value of the vehicle. In the absence of evidence to establish the market-value of his vehicle, the SCA held that it could not properly be found that Mr Mhlongo had proved the quantum of his claim.

The appeal by King Price was accordingly upheld, and Mr Mhlongo's claim was dismissed.

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