**Pioneer General Assce Soc Ltd v Mukasa**

**Division:** Court of Appeal at Kampala

**Date of judgment:** 17 April 1974

**Case Number:** 9/1974 (58/74)

**Before:** Sir William Duffus P, Law Ag V-P and Mustafa JA

**Sourced by:** LawAfrica

**Appeal from:** High Court of Uganda – Musoke, J

*[1] Insurance – Motor insurance – Compulsory third party insurance – Breach of condition – Insurer*

*entitled to rely on breach of condition against insured.*

*[2] Insurance – Motor insurance – Breach of condition – Breach contributed to by insurer – Effect of.*

**Editor’s Summary**

The respondent owned a motor vehicle which he insured with the appellant. After a judgment had been given against him he sued the appellant for a declaration that he was entitled to indemnity under the policy. The respondent alleged that he had been in breach of the condition of the policy requiring a report of the accident in writing as soon as possible. The respondent had reported the accident within two weeks and returned the completed form four months after the accident. In the High Court it was held that s. 102 of the Traffic Act 1951 prohibited the appellant from relying on non-compliance with the conditions of the policy. On appeal

**Held –**

(i) the judge should not have relied on a statutory provision not pleaded or relied upon by the parties

without hearing them on it;

( ii) conditions in a policy are not avoided as between insurer and assured, and the appellant was

entitled to rely on them;

(iii) the appellant had misled the respondent into believing that there was no urgency over reporting in

writing and was therefore not entitled to repudiate liability.

Appeal dismissed.

**Cases referred to Judgment:**

(1) *Williams v. Lancashire and Yorkshire Accident Insurance Co*. (1902), 19 T. L. R. 82.

(2) *Austin v. Zurich General Accident*, [1945] 1 K.B. 250; [1944] 2 All E.R. 243.