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RISKALERT

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IN THIS EDITION

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RISK MANAGER'S COLUMN

RAF CASE LAW ALERT

***Road Accident Fund v Duma 202/2012 and three related cases (Health Professions Council of South Africa as Amicus Curiae)* [2012] ZASCA 169 (27 November 2012).**

All Road Accident Fund (RAF) practitioners please take careful note of this judgment on the procedures for claiming general damages under the Road Accident Fund Amended Act 19 of 2005. The Supreme Court of Appeal (SCA) has now made clear rulings on the procedures to be followed, overturning many of the decisions of the High Court in various jurisdictions on the correct procedures to be followed in respect of the RAF 4.

Many practitioners, relying on these High Court Judgments, may not have followed the procedures as pronounced upon by the SCA. In this regard, please read the helpful article by Rene Makua on page 5 of the *Bulletin*.

Please note, where the RAF has disputed or rejected the RAF 4 report and a period of 90 days has elapsed, it is essential that you promptly bring an application for condonation – even if the RAF has not given reasons for rejection.

CONVEYANCING SCAM ALERT!

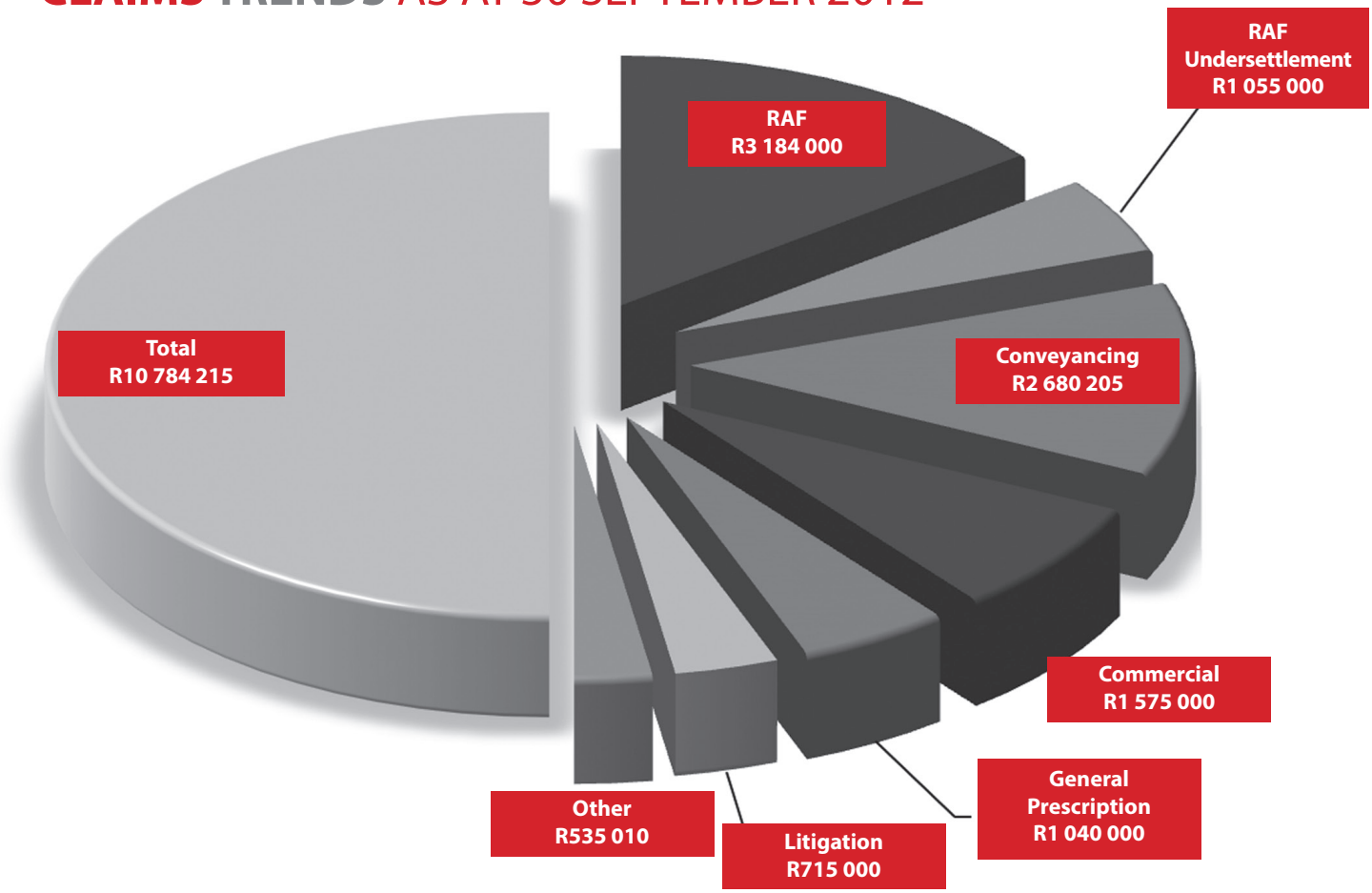
Bad news! After going quiet for a short time, the scamsters are now back and operating in various jurisdictions.

Please warn your conveyancing staff not to allow the seller to change the details of the bank into which the proceeds of the sale must be paid. If the seller insists for a valid reason, then s/he must provide you with written instructions AND proof that the new bank account is hers/his.

Where the property sold belongs to a married couple or more than one owner, then instructions MUST be obtained from both the joint owners. Too often we have the situation where the conveyancer assumes that the husband/wife will agree with his/her spouse's instructions. This is very often NOT the case!

RISK MANAGER'S COLUMN continued...

CLAIMS TRENDS AS AT 30 SEPTEMBER 2012



TOTAL INCURRED VALUES OF CLAIMS BY CLAIM TYPE FOR THE 2012 INSURANCE YEAR AS AT 30 SEPTEMBER 2012 (First quarter)

The **R10.8 million** total-incurred value of all claims notified in the first quarter of the 2012 year compares favourably with the **R30.2 million i**ncurred value of claims seen in the first quarter of 2011.

Table 1: Total number of claims notified as at three months, in the past 6 years.

YEAR	2012	2011	2010	2009	2008	2007
Total number of claims	94	123	127	106	87	68

Table 1 (above) shows a reduction in the number of claims notified in this period, when compared with the past three years.

RISK MANAGER'S COLUMN continued...

Table 2: Comparative Analysis: Number of claims notified 2012 and 2011 as at 30 September 2012

YEAR	2012	% of total	2011	% of total
Conveyancing	24	25%	42	34%
RAF prescription	28	29%	26	21%
RAF under-settlement	6	6%	7	6%
Litigation	12	13%	15	12%
General prescription	7	7%	12	10%
Commercial	11	11%	11	9%
Other	6	7%	10	8%
TOTAL	94	100%	123	100%

Table 2 (above) compares the ***numbers*** of claims per claim type registered in the first quarter of the 2012 and 2011 years.

CONVEYANCING

This quarter, there has been a pleasing turnaround in the number of claims notifications arising out of *conveyancing* transactions. As will be seen from **Table 2** *conveyancing* notifications have halved year on year. Their value is **R2.7 million**. This is approximately **25%** of the value of all claims this quarter.

In Q1, **10 (42%)** of the **24** conveyancing claims arose out of *unauthorized payment of trust funds*. The total – incurred value of these claims is **R1 979 705**. This is approximately **67%** of the value of all *conveyancing* matters for the period.

- Once again we urge conveyancers to impress upon their staff the importance of ensuring that payments out of trust are only made with the depositor's WRITTEN instructions. (Please refer to my article in the May Bulletin 2/2012 and on the website (under *Red Flag Areas in Conveyancing*).

- Please emphasize the need to FICA clients and to ensure that banking details are correct and belong to the correct recipient. Proof of bank details should be obtained wherever appropriate.

- Also, please ensure that documents are signed in your presence and that identity documents are only certified when you are satisfied as to the identity of the party. We have again had the situation where a conveyancer certified the identity document of the wife without her being present. The wife knew nothing about the second bond that the husband took out on their property. Beware of imposters being brought into the office posing as one of the parties!

RAF MATTERS

29% of notifications in Q1 of 2012 resulted from the *prescription of RAF claims*, compared with **21%** in Q1 of 2011.

The **R3.2 million** for *prescribed RAF* claims in Q1, makes up almost **30%** of the total-incurred value of all the claims for the period. If the value of *RAF under-settlement* claims **(R1 million)** is added to this (R3.2m + R1m) then the **R4.2 million** for RAF-related matters represents almost **40%** of the value of all claims in the quarter.

In Q1, **both types of RAF claims** together make up **36%** of all claims by number and **40%** by value.

RISK MANAGER'S COLUMN continued...

Table 3: Comparative Analysis : Number of claims per law society as at 30 September 2012

Law Society	No of firms	%	No of practitioners	%	Total Claims	%
Cape	3005*	27%	5613*	26%	22	23%
Free State	411*	3%	980*	5%	3	3%
LSNP	6085*	55%	11614*	55%	52	56%
KZN	1655*	15%	2858*	14%	17	18%
Totals	11156*	100%	21065*	100%	94	100%

****These numbers were obtained in July 2012***

Table 3 shows that the number of claims in each province is roughly proportional to the number of practices and practitioners in each province. KZN has a slightly higher percentage of claims in relation to their practitioner numbers.

RISK MANAGEMENT TIPS

The recent judgment on *restitutio in integrum*, discussed below should be of interest to all practitioners, even though it deals with an RAF matter. A copy of the full judgment can be found on our website www.aiif.co.za.

Myhill ELE N.O. v Road Accident Fund, 2009/30430 SGHC (5 March 2012)

THE FACTS

Two minors, Lufuno and Philipine Swalibe, were represented by their mother (Mrs S) in a claim against the Road Accident Fund (RAF) arising out of their injuries in a motor vehicle collision. Mrs S entered into settlement agreements with the RAF on behalf of the minors.

The *curator ad litem* (Myhill N.O.) brought an action against the RAF in his representative capacity. After separation of the issues, the Court had to decide whether or not the settlement agreements could be set aside, giving the minors the opportunity to claim fair and reasonable compensation.

The plaintiff averred that the agreements should be set aside, *inter alia,* on the basis of *restitutio in integrum.*

The plaintiff's case was that the offers and acceptances thereof were not in the interests of the minors, given the serious nature, extent and consequences of their injuries and damages. Therefore, Mrs S's acceptance of the RAF's offers on behalf of the minors was voidable and the settlements fell to be set aside – the minors being entitled to *restitutio in integrum.*

JUDGMENT

The Court held, in the first instance, that **the settlements were not in the interests of the minors.** The next step was to consider whether the agreements could and should be set aside.

In his judgment, Strydom, AJ explained that "*restitutio in integrum* is an action by which parties to a contract are restored to the same position as they had occupied before the contract was entered into" - in other words, the *status quo ante* is restored.

The judgment went on to explain that this remedy is available to a minor who seeks to escape from a contract concluded on his or her behalf by his or her guardian on the ground that the contract was inherently prejudicial to his or her interest – if the minor can show that:

- A transaction was entered into;
- by his or her guardian;
- on his or her behalf; and
- it is inherently prejudicial in that the minor will suffer a serious loss if it is not set aside.

Strydom, AJ, held that "in the exercise of its discretion as the upper guardian**, the Court's paramount consideration is always the best interest of the child in question ...** as enshrined in the

RISK MANAGEMENT TIPS continued...

Constitution of the Republic of South Africa Act 108 of 1996 and echoed in the Children's Act 38 of 2005."

The Court held that *restitutio in integrum* is available to a minor who can prove that he or she was prejudiced by an agreement entered into on his or her behalf and that it applied in this particular case where the settlements were not in the minors' best interests.

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RAF MATTERS

ROAD ACCIDENT FUND ACT 56 OF 1996: Adjustment of statutory limit in respect of claims for loss of income and loss of support to **R201 337.00** (Two Hundred and One Thousand Three Hundred and Thirty Seven Rand) with effect from 31 October 2012 as per BN 173 of 2012 in GG35308.

Please note: We have been informed by a reliable source that the Road Accident Fund will **not** be appealing the judgment in *van Zyl v RAF* see August and November Bulletins (4/2012 and 5/2012). However it seems that there may be other matters on appeal, which deal with the same issues.

The two articles below are essential reading for all RAF practitioners

GENERAL DAMAGES – THE NEW APPROACH

The Road Accident Fund Amendment Act 19 of 2005 (the new Act), which applies to any collision which occurred after 31 July 2008, provides that a claimant will only be entitled to compensation for non-pecuniary/general damages if it can be proven that s/he sustained a "serious injury".

PROCEDURES TO BE FOLLOWED TO PROVE A "SERIOUS INJURY"

Section 17(1A)(b) provides that the serious injury assessment (SIA) shall be carried out by a medical practitioner registered as such under the Health Professions Act 56 of 1974. The Regulations make it necessary for the claimant to have reached maximum medical improvement (MMI) before submitting himself/herself to be tested. This requirement may be waived if prescription of the claim is looming.

Regulation 3(3) of the new Act provides that the authorised medical practitioner who conducted the assessment is to provide the claimant with a RAF4 form (SIA report). This report may be submitted to the Road Accident Fund (RAF) separately after lodgement of the claim, but before the expiry of the period for the lodgement of the claim prescribed in the Act and Regulations. In terms of the Act and Regulations a claimant has 3 (three) years from the date of the accident to lodge a claim provided the insured driver is identified. In the event of the insured driver being unidentified the claimant only has 2 (two) years within which to lodge a claim. Judge Satchwell in her recent ruling on the matter of ***Van Zyl v Road Accident Fund,* 34299/2009** in the South Gauteng High Court (see discussion of this judgment in the August ***Risk Alert Bulletin,*** 4/2012) found that the period allowed for the submission of a SIA report is in fact 5 (five) years. Similar judgments have been taken on appeal and we await the findings of the Supreme Court in this regard. In the spirit of erring on the side of caution it is recommended that the SIA report be forwarded within the prescribed time for lodgement of the claim.

Once the SIA report has been submitted the RAF is only obliged to compensate the plaintiff for non-pecuniary loss if it is satisfied that the injury has been correctly assessed. If the RAF is not satisfied that the injury has been correctly assessed, then the SIA report must be rejected and reasons for the rejection must be provided. The RAF may also direct that the claimant be assessed by its own medical practitioner.

If the claimant wishes to dispute the rejection or if either party disputes the assessment performed by the medical practitioner, then the disputing party is to inform the Registrar of the Health Professions Council of the dispute by lodging the dispute within 90 days of being informed of the rejection or being aware of the disputed assessment. Failure to lodge a dispute with the Registrar within the prescribed time renders the rejection or the assessment final and binding.

Regulation 5 does however make provision for the lodgement of an application for condonation of the late notification of a dispute, which application must be delivered to the Registrar as well as the other party to the dispute. The opposing party may submit a written response to the application within 15 days of receipt of the application and the applicant may then provide a reply thereto within 10 days. The Regulation provides that the application and responses thereto must be clear, succinct and to the point. The Registrar must be furnished with all necessary information and documentation for purposes of assessing an application for condonation and not that information and documentation relevant to merits of the matter in its entirety. The Registrar will then refer the application to the appeal tribunal who may also call for additional information and/or documentation.

RAF MATTERS continued...

Failure by either party to submit the requested documentation or information to the tribunal may result in the tribunal making a finding without consideration of such information. *The finding of the appeal tribunal, in favour or against the applicant, is final and binding.*

Fifteen days after being informed of the dispute or the granting of an application for condonation, the Registrar will notify the other party in writing providing all the supporting documents. The other party then has 60 days within which to reply to the Registrar in writing which reply will include all submissions, medical reports and opinions relied upon. Once the 60 day period has expired the Registrar will then refer the dispute for consideration by the appeal tribunal who will either confirm the rejection or accept the SIA report.

In the case of *Road Accident Fund v Duma (202/12) and 3 related cases (Health Professions Council of South Africa as Amicus Curiae)* [2012] ZASCA 169 **(27 November 2012)** the Supreme Court of appeal shed light on certain ambiguous provisions of the new Act. An important finding by the said court was that the Court does not have any authority to hear a dispute regarding the assessment or quantification of a claim for non-pecuniary damages once the SIA report has been rejected and/or the claimant has been referred to the RAF or its agent's own medical practitioner. The power of resolution in a dispute as to whether or not the claimant sustained a serious injury rests solely with the Health Professional Tribunal specially established for this purpose.

Important to note is that the court confirmed that the medical practitioner conducting the SIA must *physically examine* the claimant for purposes of completing the SIA report. The SIA report cannot be completed with reliance on medical records alone.

The court also confirmed that a "medical practitioner", as contained in the new Act, refers ***only*** *to those practitioners registered under the Medical and Dental Profession Act.* Medical doctors and dentists, and not occupational therapists and other ***health*** practitioners, are thus not authorised to conduct and complete the relevant SIA report.

Furthermore, it was confirmed by the court that the Narrative Test is not an independent or isolated method of establishing the existence of a serious injury. *It is thus necessary for the Whole Person Impairment Test to be conducted first*, after having eliminated those injuries, which are automatically considered to be non-serious injuries in accordance with the list published by the Minister (once a list of such injuries has been provided). Only once it has been established that the claimant has not suffered 30 per cent or more whole person impairment may the Narrative Test be applied.

The following table illustrates the essential requirements and time frames to be borne in mind when dealing with non-pecuniary loss in new Act matters:

ACTION	TIME FRAME
Ensure that serious injury assessment (SIA) takes place	Once maximum medical improvement (MMI) has been reached. This requirement may be waived if prescription is looming
Submission of RAF4 form/SIA report to the RAF	Currently allowance of 5 years from date of collision (same limit as provided for service of summons) but recommend that same be done within the time frames allowed for lodgement of the claim
RAF or its agent to reject the SIA report and/or refer the claimant to its own expert if it is not satisfied that the injury has been correctly assessed	This must take place within a reasonable time after receipt of the RAF4 form/SIA report and must occur before the trial
Inform Registrar of the HPCSA of disputed rejection or disputed SIA	Dispute to be lodged with the Registrar within **90 days**. Provision has been made for the lodging of an application for condonation if the 90 day period has elapsed
Furnish the Registrar with a comprehensive reply after being informed that dispute has been lodged	Within **60 days** of receiving written notice from the Registrar that a dispute has been lodged

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THE ROAD ACCIDENT FUND (TRANSITIONAL PROVISIONS) ACT AND ITS IMPLICATIONS FOR LEGAL PRACTITIONERS IN RESPECT OF PASSENGER CLAIMS

On 6 June 2012, the Road Accident Fund (Transitional Provisions) Act 15 of 2012 (**the TP Act**) was published in the Government Gazette. It was signed in to law in December 2012 and will come in to effect on a date still to be determined. The Act introduces substantial changes to RAF litigation in relation to passenger claims arising prior to the promulgation of the Road Accident Fund Amendment Act 19 of 2005 (**the Amendment Act**), that is passenger claims arising before 1 August 2008. Passenger claims are those claims of passengers who suffered bodily injuries or death as a result of the driver being solely negligent in causing a collision.

The discussion below on the TP Act is not intended to be an all-inclusive commentary on the TP Act and only the more important aspects of the TP Act relative to passenger claims are discussed.

BACKGROUND

1. In *Mvumvu and Others v Minister of Transport and Another* 2011 (2) SA 473 (CC), the Constitutional Court had to consider, ***inter alia***, the constitutionality of the non-retrospective effect of the Amendment Act. In its pre-amended form the Road Acci-

RAF MATTERS continued...

dent Fund Act 56 of 1996 (**the RAF Act**) provided for a cap on the amount of damages claimable by a passenger, whereas the Amendment Act removed this cap – passenger claims under the Amendment Act were therefore no longer limited. As the Amendment Act did not apply retrospectively, all passenger claims arising before the commencement of the Amendment Act would have to be adjudicated under the RAF Act (prior to the Amendment), and were therefore subject to the cap under the RAF Act.

2. The court found that discrimination existed in the differential treatment offered to passenger claimants after the promulgation of the Amendment Act. In this regard the court held that:

> *"There can be little doubt that the cap imposed by these provisions affects the applicants and other similarly situated victims adversely when compared to the claimants whose claims are not limited ... . Where victims were workers whose bodily injuries have rendered them unemployable, the cap denies them compensation for the loss of capacity to work. Consequently, they may not even afford the basic necessities of life, such as food and shelter. This is the situation in which they find themselves, even though they played no role in causing the accident. Moreover, other victims, who were also passengers like themselves, enjoy full compensation for their loss only because they fall outside the targeted categories. This is manifestly unfair. In the circumstances I am satisfied that the impugned provisions discriminate unfairly against the applicants."*

3. The court commented that Parliament was in a better position to determine the extent of compensation payable to passenger claimants whose cause of action arose prior to the promulgation of the Amendment Act. Accordingly, the Constitutional Court's declaration of invalidity was suspended for eighteen months to allow for a legislative solution.

4.The TP Act is the intended solution to filling in the legislative gap identified by the Constitutional Court in relation to these claims.

5.The initial time period was extended by the Constitutional Court in an order handed down on 27 September 2012, and Parliament now has until 17 February 2013 to effect the necessary changes.

THE ELECTION OF LEGAL REGIMES

6. Under the TP Act, a passenger claimant is put to an election which is to be made within one year of the TP Act's promulgation. A claimant may elect to have his/her claim instituted either:

6.1. under the RAF Act; or
6.2. under the Amended Act (subject to the transitional arrangements provided for in the TP Act).

7. Should a claimant fail to make an election, his/her claim will be governed by the Amendment Act (and the transitional arrangements provided for in the TP Act).

8. A claimant who wishes to have his/her claim instituted under the RAF Act, must make a specific election in this regard by way of an express and unconditional indication in the prescribed form (Clause 2(1) and Clause 2(1)(a) of the TP Act).

THE DIFFERENCES BETWEEN THE RAF ACT AND THE AMENDMENT ACT

9. Several material differences exist between the two Acts, which differences must necessarily influence a claimant's election of which Act to proceed under. In this regard:

9.1. **Statutory caps on claims:**

9.1.1. Under the RAF Act:

9.1.1.1. Claims by certain special categories of passengers (for example passengers for reward, or passengers being conveyed in the course of the lawful business of the owner of the motor vehicle) were limited to a total of R25 000 for both special and general damages.

9.1.1.2. All other ordinary passengers had their claims capped at R25 000 for special damages only. Claims for general damages were excluded.

9.1.2. Under the Amendment Act the R25 000 cap for all passengers has been repealed. However, in terms of section 17(4), all claims for loss of income and loss of support are capped at R160 000 per year (which increases quarterly, and currently stands at R201 337 as of 31 October 2012 in terms of Board Notice 173 of 2012 in *Government Gazette* 35808). A new threshold for general damages was also introduced by the Amendment Act, requiring claimants to prove that they had suffered a "*serious injury*" (the assessment of such an injury is defined in the Regulations to the Amendment Act) before such damages could be claimed.

9.1.3. Although passengers' claims against the RAF were therefore limited, they could claim the balance of their damages directly from the wrongdoer using the common law action. Under the Amendment Act, the common law right to claim against the wrongdoer directly has been removed (apart from claims for emotional shock, and instances where the RAF is unable to pay any compensation, as discussed below).

9.2. **Emotional Shock**

9.21. In terms of the RAF Act, a claimant could claim from the RAF damages for emotional shock. Section 19(g) of the Amendment Act removes a claimant's right to claim damages for emotional shock from the RAF. However, section 21(2) of the Amendment Act, revives a claimant's right to exercise his/her common law right to claim directly against the wrongdoer for emotional shock (as well as in instances where the RAF is unable to pay any compensation).

9.3. **Legal costs**

9.3.1. Under section 17(2) of the RAF Act, claimants who settled claims with the RAF before instituting action (issuing summons) could recover his/her legal costs incurred, on a party-party scale. However, this section is repealed under the Amendment Act and claimants who wish to recover their legal costs under the new regime must issue summons.

10. Claimants therefore need to take into account the changes introduced in the Amendment Act when deciding under which Act they will proceed. In weighing up which Act to proceed under, claimants should bear in mind the possibility of claiming against the wrongdoer directly for amounts not covered by the RAF under the old Act, and should therefore also investigate the wrongdoer's means.

CLAIMABLE DAMAGES UNDER THE AMENDMENT ACT AND TRANSITIONAL PROVISIONS

11. Where passengers fail to make an election, and accordingly proceed under the Amendment Act, the transitional arrangements provided for in the TP Act provide that all passenger

RISK MANAGER'S COLUMN continued...

claims for general damages are capped at R25 000 (twenty-five thousand rand). However, if a claimant submits a serious injury report, within two years of the TP Act being enacted (a serious injury being proved in terms of the Regulations), such a claimant's claim for general damages will not be capped, and the claimant will therefore be entitled to the full amount of general damages that he/she can prove.

12. In addition to the claimant's entitlement to claim general damages (as set out in 11 above), special damages may also be claimed (subject to the limits on loss of support or loss of earnings set out in 9.1.2 above).

13. Also, clauses 2(1)(c) and (d) preclude claimants from double claiming from the Fund. Therefore, in addition to the above, a passenger's total claim must be reduced by any amount/s:

13.1. received by the claimant from the owner, driver or employer of the driver of the motor vehicle concerned;
13.2. paid or accrued to the suppliers (as contemplated in s 17(5) of the RAF Act) in respect of costs incurred by the claimant;
13.3. received as interim payments made to the claimant in terms of s 17(6) of the RAF Act;
13.4. received by the claimant as compensation in terms of the Compensation for Occupational injuries and Diseases Act 130 of 1993, the Defence Act 42 of 2002 or any other Act dealing with the South African National Defence Force.

14. A claimant must therefore declare on oath to the RAF any compensation he or she "*may have received*" as referred above (Clause 2(1) (d)). Furthermore the owner, driver and employer of the driver of the motor vehicle are absolved from any liability to the Claimant (from the date of the TP Act's promulgation).

PRESCRIPTION UNDER THE AMENDMENT ACT

15. In terms of Clause 2 (1)(e)(i) and (ii) of the TP Act, a claimant who has, prior to the promulgation of the TP Act, lodged his or her claim, need not submit an RAF 1 form to the RAF in terms of the amended legislation. Furthermore, and due to the limitations on damages claimable under the pre-amendment legislation, any action against the Fund which has been launched in the Magistrates' Court may be withdrawn and issued out of the High Court within 60 (sixty) days of the withdrawal. During these 60 days, the defence of prescription may not be raised by the RAF.

CONCLUSION

The TP Act will have a substantial impact on the handling of RAF passenger claims. Practitioners must be aware of the proposed changes in the law to ensure the proper handling of passenger claims.

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LETTERS TO THE EDITOR

We received the following e-mail from a practitioner, whose name we have withheld for reasons of confidentiality:

Middag Ann

Ek sit nou met 'n penarie.

Ons tree op vir 'n klient wat 'n eerste verweerder is, en sy verhoor is volgende maand. Hy het egter vanoggend ons mandaat beëindig.

Is daar 'n direktief van julle kant af van wat ek hom nou behoort te adviseer by die aanvaarding van die beeindiging van ons mandaat?

Moet ek die proses en hofreëls aan hom gee en verduidelik?

Ek sal graag 'n moontlike aanduiding van jou kant af sou kry van of daar al 'n standard of direktief bestaan van ek nou moet adviseer. Ek het gehoop daar is 'n aanduiding in jou artikel van Risiko Bestuur "tips", maar ongelukkig nie.

Middag,

Ann het jou e-pos vir my aangestuur om daarop te antwoord.

Daar is geen standaard direktief nie, maar die belangrikste is dat jy beide jou kliënt (al het hy jou mandaat beëindig) en jou firma se belange ten alle tye beskerm.

Ons stel voor dat jy so gou moontlik 'n konsultasie reël met jou kliënt sodat jy aan hom die risikos en gevare kan verduidelik. Gedurende die konsultasie sal jy onder andere die volgende onder sy aandag moet bring:

- Dat hy so gou as moontlik 'n nuwe prokureur moet aanstel om die saak oor te neem. Verduidelik aan jou kliënt dat sy nuwe prokureur tyd nodig het om die saak te ondersoek en dat dit moontlik sal lei tot 'n uitstel.
- Verduidelik aan hom dat die party wat gewoonlik 'n uitstel versoek die kostes moet "tender" vir die uitstel.
- Indien daar nog geen voorverhoor konferensie gehou is nie, sal jy aan die kliënt moet verduidelik watter tydsbeperkings betrokke is en die gevolge indien daar nie binne die tydsbeperkings gehou word nie.
- Dat die eiser verstek vonnis teen hom kan neem indien hy nie opdaag vir die verhoor nie.
- Die gevare en risikos daarin indien hy nie verteenwoordig word deur 'n prokureur nie.
- Enige iets wat nog moet gebeur voor die verhoor soos: liassering van deskundige verslae; nadere besonderhede; blootlegging; ens.

Ter opsomming – maak seker jou kliënt is bewus van all moontlike risikos en tydsbeperkings.

Bevestig die konsultasie en jou advies in a skrywe. Ons stel voor dat jy die skrywe vooraf gereed kry, sodat jy dit in die konsultasie aan hom kan oorhandig en hy ontvangs daarvan kan erken. Indien hy nie 'n konsultasie wil bywoon nie, maak seker dat die skrywe onder sy aandag kom.

Moet asseblief nie huiwer om ons te skakel indien jy enige verdere vrae het nie.

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