

# Roy Barendse

Executive Consultant



Roy Barendse is an Executive Consultant in our Dispute Resolution practice specialising in insurance related civil litigation and commercial litigation.

## About Roy

Roy holds a BProc from the University of the Western Cape and was admitted as an attorney in 1989. In addition he attended a training course in Arbitration at the University of Stellenbosch and completed a Medical Negligence Law course through UCT. Roy also completed a course in Commercial Mediation at UCT and is an accredited commercial mediator.

## Experience

- **Insurance law**

Recognised for his in-depth expertise in insurance law, Roy has acted extensively for insurance companies across South Africa and Namibia.

- **General commercial litigation**

He also has vast experience in general commercial litigation involving contractual disputes in the High Court. This includes acting for plaintiffs and defendants in High Court actions and representing corporates in motion proceedings.

- **Long term insurers**

Roy has, and is still advising and acting for long term insurers in disputes arising from insurance contracts, binder agreements.

- **Loss of income claims**

He is highly experienced in the quantification of loss of income claims and was pivotal in advising a statutory insurer in a leading reported case in this field. His wealth of expertise also enables him to represent clients in matters relating to corporate investigations and recoveries, including those pertaining to fraudulent claims.

- **Renewable energy operations**

Roy has also successfully advised large renewable energy operations on insurance issues arising from mechanical failure and business interruption.

## News

## Contact Roy

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[Roy on LinkedIn](#)

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## Expertise

[Dispute Resolution](#)

Insurance Law

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## Location

Cape Town

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## Language

English

Afrikaans

### [Can you unscramble the egg? The retrospective effect of forfeiture clauses for partly fraudulent insurance claims](#)

Insurers are the 'masters of their own policies' and, accordingly, they are free to devise their own policies unilaterally. The insured often has no say in the process and derived terms and they simply elect to buy into what the insurer is selling, or not.

### [Good riddance to 'gag orders'? South African courts move away from prior restraint orders](#)

Freedom of expression in South Africa is guaranteed by the Bill of Rights. This includes, inter alia, freedom of speech, access to information, and, importantly, media freedom. The right to freedom of expression is fundamental and a prerequisite in any democracy. The post-1994 South African media landscape is turbulent and often somewhat adversarial. However, just like any other right enshrined in the Constitution, the right to freedom of expression may be limited where it is justifiable and reasonable. Even the media's freedom may be constrained to protect another constitutional right or to preserve the integrity of the administration of justice.

### [Challenging another Goliath? Ma-Afrika's new Constitutional Court battle to mitigate the impacts of the COVID-19 pandemic on the tourism sector](#)

Force majeure, is a clause in contracts which absolves both parties from liability or obligations in terms of that contract when an extraordinary event or circumstance beyond the control of the parties occurs. What happens in the absence of such a clause you may ask?

### [Policy considerations and the imposition of liability](#)

During 2008, at a small school in Bredasdorp, a crossbeam collapsed on a five-and-a-half-year-old child while she was playing on a swing. Suffering critical injuries, the incident left the girl severely disabled. Tragedies such as this raise complex issues of determining whether, in the circumstances, a legal duty existed to prevent harm and, if so, who bore that responsibility. The Supreme Court of Appeal (SCA) was called on to determine these factors in MEC: Western Cape Department of Social Development v BE obo JE and another.

### [A bridge \(and perhaps a shoe\) too far...](#)

Despite the ubiquitous application of preferential rights in various branches of our law, the residual rules regarding the nature and scope of the rights and remedies afforded to the grantee, as well as the duties of the grantor, remain somewhat uncertain. The Supreme Court of Appeal sought to provide some clarity in this regard, in the recent case of Brocsand (Pty) Ltd v Tip Trans Resources (Pty) Ltd and Others (Case Number 925/2019) ZASCA 144 (4 November 2020).

## Videos

### [WEBINAR | Protecting your business during COVID-19](#)

Our panel of experts hosted a webinar where they unpacked relief available to businesses negatively affected by covid-19 as well as protection of personal information and cybersecurity during covid-19.

[All news by Roy Barendse →](#)