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Interest on Overdue Debt in South Africa: The In Duplum Rule, NCA Limits & What Collectors Can Legally Charge

The authoritative technical guide for South African CFOs, financial directors, credit managers and debt recovery professionals

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Executive Summary

Interest on overdue debt is one of the most legally complex and commercially consequential areas of South African credit law. Yet it is also one of the most poorly understood. Many South African businesses unknowingly charge unlawful interest rates, apply fees that breach the in duplum rule, or fail to enforce contractual interest rights they are legitimately entitled to — losing hundreds of thousands of rands in the process.

This white paper provides a definitive, technically rigorous guide to the legal framework governing interest on overdue debt in South Africa. It is written specifically for CFOs, financial directors, credit managers, attorneys, and debt recovery professionals who need to operate within the law while maximising legitimate recovery.

After reading this white paper, you will understand:

- The in duplum rule — what it is, where it comes from, and exactly how it limits interest accumulation
- The National Credit Act interest rate caps — the maximum rates applicable to every class of credit agreement
- The Prescribed Rate of Interest Act — when and how it applies to commercial debt
- What debt collectors may legally charge — and what constitutes an unlawful charge
- The critical distinction between consumer and commercial debt — and why it matters for every interest calculation
- How South African courts have interpreted and applied these rules, with reference to landmark cases
- A practical compliance checklist for CFOs and credit managers to implement immediately

“The in duplum rule is not merely a legal technicality. It is a fundamental principle of South African credit law that affects every single credit transaction in the country. Every credit manager must understand it thoroughly.” — National Credit Regulator (NCR), South Africa



1. The Foundation: Interest and Overdue Debt in South Africa

When a debtor fails to pay on the agreed date, the creditor acquires certain rights under South African law. Chief among these is the right to charge mora interest — interest that accrues on a debt from the date it becomes overdue (the date of mora) until the date of payment.

However, these rights are not unlimited. South African law imposes multiple layers of constraint on how much interest may be charged, at what rate, and for how long. Understanding these constraints — and working expertly within them — is the foundation of lawful credit management.

What is Mora Interest?

Mora (from the Latin for delay) refers to the legal state of being in default.

A debtor is in mora when:

- The debt is due and payable, and
- The debtor has failed to pay, and
- The debtor is at fault for the non-payment (mora debitoris)

From the moment of mora, interest begins to accrue on the outstanding balance. The rate at which it accrues depends on the contract, the applicable legislation, and the nature of the credit agreement.

The Three Sources of Interest Entitlement

A South African creditor may claim interest from one of three legal sources:

1. Contractual interest: The rate specified in the signed credit agreement or invoice terms, provided it does not exceed the applicable legal maximum.
2. Statutory interest under the Prescribed Rate of Interest Act 55 of 1975: Where no rate is agreed, or where the agreed rate is unlawful, interest accrues at the rate prescribed by the Minister of Justice (currently 9.5% per annum as at 2026, subject to change).
3. Interest awarded by a court: Where a court grants judgment, it may award interest at the rate specified in the judgment, from the date of service of summons to the date of payment.



2. The In Duplum Rule: South Africa's Interest Ceiling

The in duplum rule is the single most important legal constraint on interest accumulation in South African law. It is a principle of ancient Roman-Dutch origin, embedded in South African common law, and given statutory expression in the National Credit Act. Every credit professional in South Africa must understand it precisely.

The Rule Stated

“Interest ceases to run on a debt once the accrued interest equals the outstanding capital. The total of all interest and charges may never exceed the outstanding principal debt.” — In Duplum Rule — South African Common Law (Roman-Dutch Origin)

In plain language: if you are owed R500,000, the total of all interest, fees, and charges that may accumulate on that debt cannot exceed R500,000. The absolute maximum you may ever claim in respect of a single debt is twice the capital — capital plus interest equal to capital.

The Origin and Development of the Rule

The in duplum rule has its roots in Roman law, where it was known as the rule that interest cannot be accumulated beyond the double of the principal. South African courts have applied and developed this rule over more than a century of jurisprudence:

- *Calmeyer NO v Swart* [1928] CPD: One of the earliest South African decisions to apply the common law in duplum rule formally
- *Standard Bank of SA Ltd v Oneanate Investments (Pty) Ltd* [1998] 1 SA 811 (C): The landmark Court of Appeal decision that confirmed the rule applies to compound interest structures in mortgage bonds
- *Absa Bank Ltd v Ntsane* [2007] 3 All SA 554 (T): Confirmed the rule applies even where the bank's own conditions of business purport to exclude it
- *NBS Bank Ltd v Cape Produce Co (Pty) Ltd* [2002] 1 SA 396 (SCA): The Supreme Court of Appeal's definitive statement on the scope and application of the common law rule



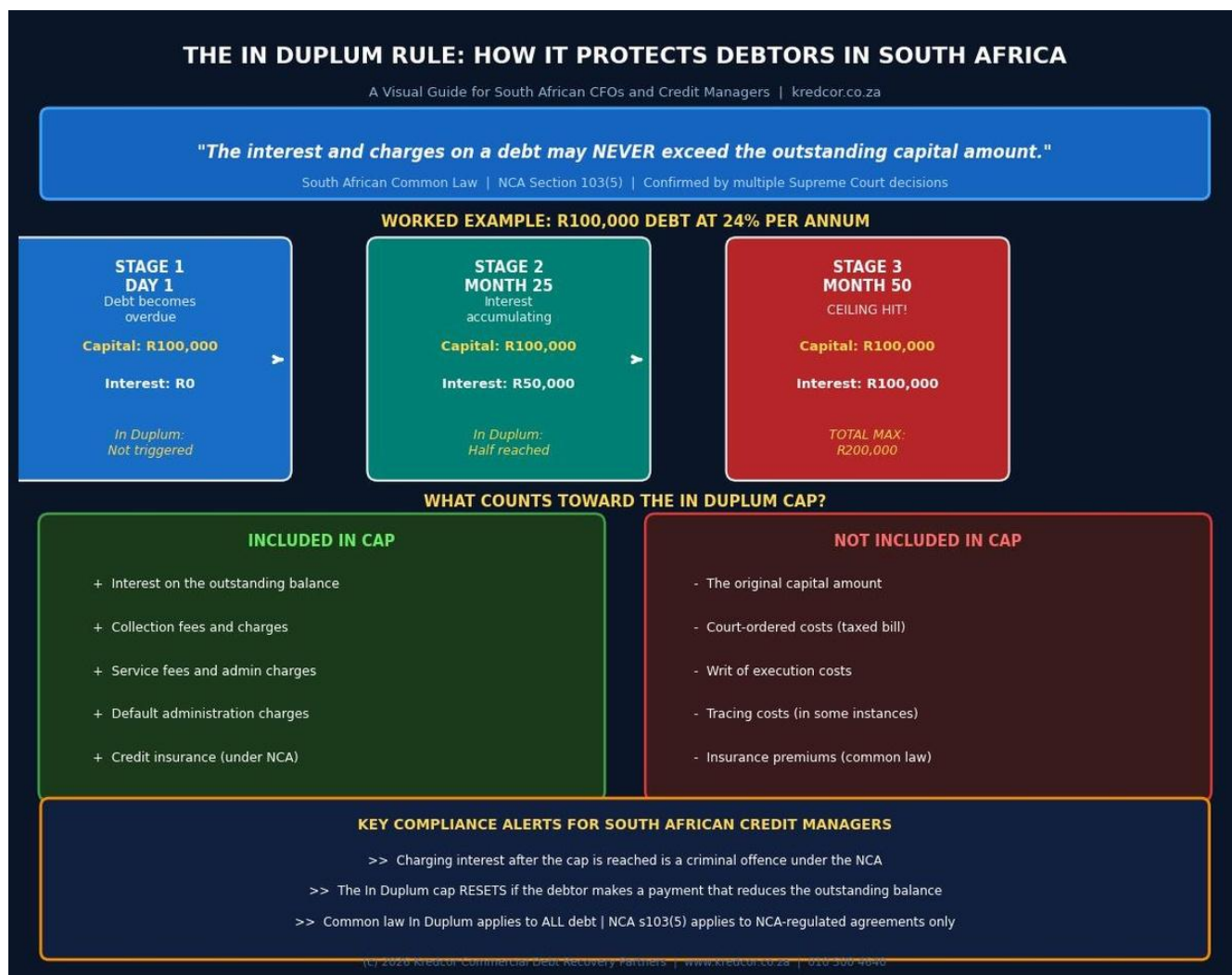


Figure 1: The In Duplum Rule — Visual Guide for South African Credit Managers | Kredcor 2026

How the Rule Works in Practice: The Three Critical Mechanics

Mechanic 1: The Cap Applies to the Outstanding Capital, Not the Original Capital

This is the most commonly misunderstood aspect of the rule. The in duplum cap does not freeze at the original loan amount. As the debtor makes payments, the outstanding capital reduces. The interest cap moves with it.

Example: A debt of R200,000 accrues interest to R200,000. The debtor pays R100,000 (reducing capital to R100,000). The in duplum ceiling now resets to R100,000. Interest may accumulate again up to this new ceiling.

Mechanic 2: The Rule is Suspended During Litigation

The in duplum rule is suspended from the date that summons is issued until the date of judgment. During litigation, interest continues to accrue without the common law cap applying. Once judgment is granted, the judgment debt attracts interest at the judgment rate, and a new in duplum calculation runs from the judgment amount.



This is a critical point: creditors who escalate to legal action promptly may avoid the cap entirely on significant portions of the debt.

Mechanic 3: Payments Are Applied to Interest First, Then Capital

Under South African law, unless a credit agreement specifies otherwise (and subject to the NCA provisions), payments made by a debtor are applied first to interest, then to capital. This means the outstanding capital — against which the in duplum ceiling is measured — reduces more slowly than many creditors expect.

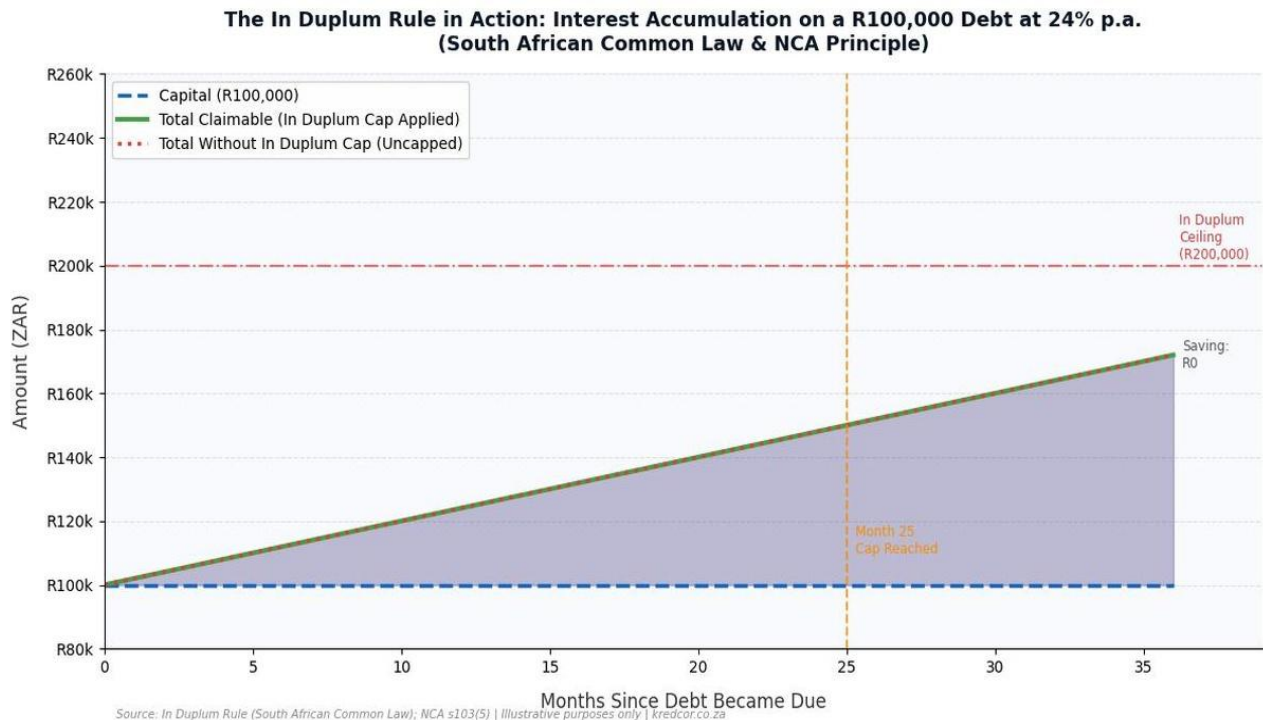


Figure 2: The In Duplum Rule in Action — R100,000 Debt at 24% p.a. Over 36 Months | Kredcor 2026



Common Law vs Statutory In Duplum: Two Parallel Rules

South Africa has two parallel in duplum regimes that operate simultaneously but apply to different types of debt:

Common Law In Duplum Rule	NCA Section 103(5) — Statutory Rule
Applies to ALL debt in South Africa	Applies ONLY to NCA-regulated credit agreements
No exception for litigation period (historically)	Suspended during litigation: interest continues during court proceedings
Includes all charges against capital	Includes interest, initiation fees, service fees, credit insurance, default admin charges
Applied by courts using common law principles	Applied by NCR and courts with statutory force
Violation = civil remedy (repayment of excess)	Violation = criminal offence plus civil remedy

3. National Credit Act Interest Rate Caps

The National Credit Act 34 of 2005 (NCA) introduced prescriptive maximum interest rates for all credit agreements that fall within its scope. These rates are not merely guidelines — they are hard legal ceilings. Charging above them constitutes a criminal offence and renders the excess irrecoverable.

Which Agreements Does the NCA Cover?

The NCA applies to credit agreements where:

- There is a deferral of payment, or an advance of money, or the provision of goods or services with deferred payment obligation, and
- The consumer is a natural person, or a juristic person (company, CC, trust) with asset value or annual turnover below R1 million at the time of concluding the agreement, and
- The agreement is entered into in South Africa, or is governed by South African law

Note the critical threshold: the NCA applies to companies with annual turnover OR asset value below R1 million. Large commercial transactions between substantial businesses generally fall outside the NCA and are governed solely by common law and contract.



NCA Maximum Interest Rates by Credit Type (2026)

The NCA prescribes maximum rates as a formula: repo rate plus a fixed margin. As the repo rate changes (currently 8.25% as at early 2026), the maximum rates adjust accordingly.

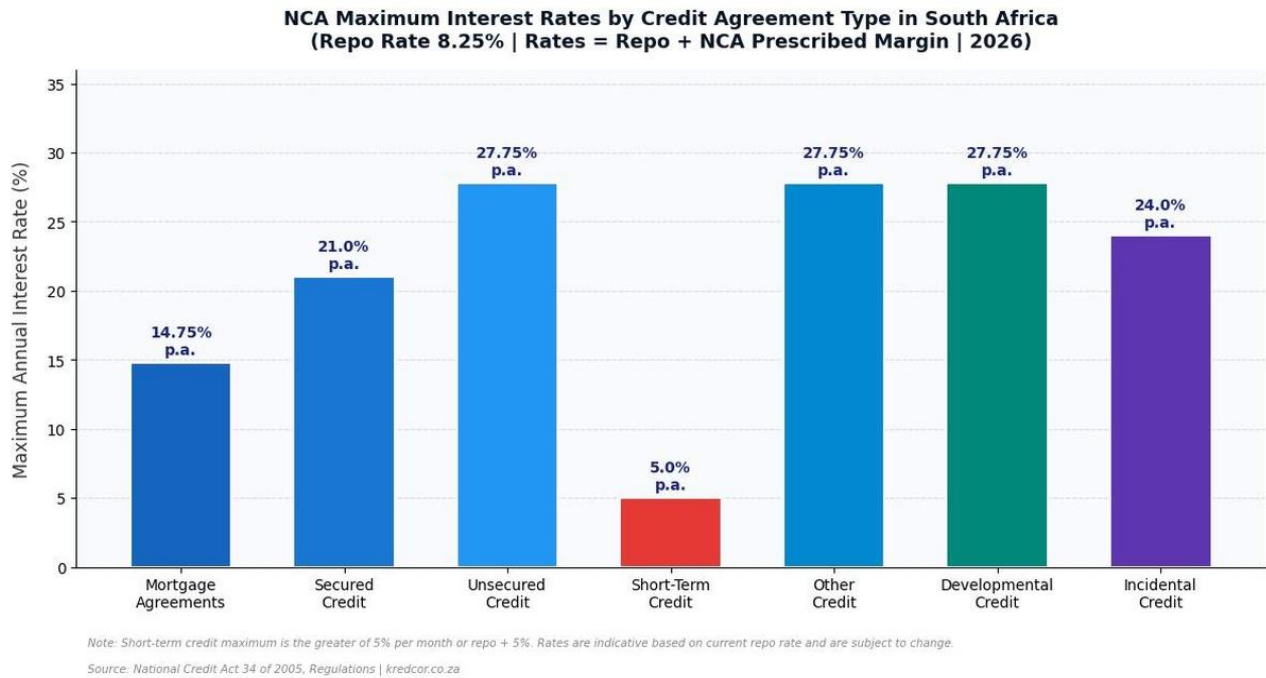


Figure 3: NCA Maximum Interest Rates by Credit Agreement Type | Kredcor 2026

Credit Agreement Type	NCA Formula	Maximum Rate (Repo 8.25%)
Mortgage Agreements	Repo + 12%	20.25% p.a.
Secured Credit Agreements	Repo + 21%	29.25% p.a.
Unsecured Credit Agreements	Repo + 21%	29.25% p.a.
Short-Term Credit Transactions	5% per month (max)	5% per month
Developmental Credit Agreements	Repo + 27% (unsecured)	35.25% p.a.
Other Credit Agreements	Repo + 17%	25.25% p.a.
Incidental Credit Agreements	2% per month	2% per month

Important note: Rates shown are indicative. The Registrar of the NCR publishes updated rates as the repo rate changes. Always verify the current maximum rate before issuing statements of account. The NCR maintains a rate calculator on its website at www.ncr.org.za.



Incidental Credit: The Rule Most Businesses Get Wrong

Incidental credit arises where goods or services are supplied and payment is not made on the agreed date, without a specific credit agreement in place. This is the most common scenario for trade debtors.

- Incidental credit accounts are governed by section 5(2) of the NCA if the consumer qualifies as an NCA consumer
- Maximum interest: 2% per month (24% per annum) on amounts overdue
- The NCA requires that before interest begins to accrue, the creditor must deliver a notice to the consumer in the prescribed form specifying the amount owed and the interest rate to be charged
- Failure to deliver this notice renders the interest irrecoverable
- Many South African businesses are unaware of this notice requirement and lose their right to interest entirely as a result

“The incidental credit provisions of the NCA are a minefield for South African businesses. We regularly see creditors who have forfeited years of legitimate interest entitlement simply because they did not send the required statutory notice. Implement this process immediately.” — Landi Maritz, Kredcor Commercial Debt Recovery Partners

4. The Prescribed Rate of Interest Act 55 of 1975

Where no interest rate has been agreed between the parties, or where the agreed rate is unenforceable, South African law defaults to the Prescribed Rate of Interest Act 55 of 1975. This Act provides a safety net rate of interest applicable to commercial debt.

What the Act Provides

- The prescribed rate is set by the Minister of Justice by notice in the Government Gazette
- The current prescribed rate is 9.5% per annum (simple interest), as revised in 2024
- This rate applies from the date of mora (when payment becomes overdue) unless a different rate is specified by contract or court order
- The prescribed rate may be applied to unliquidated damages claims once the amount is quantified by a court



When the Prescribed Rate Applies

The prescribed rate becomes operative in the following circumstances:

4. No interest clause: The contract is silent on the rate of interest for late payment
5. Unlawful contractual rate: The agreed rate exceeds the applicable NCA maximum
6. Dispute about the agreed rate: Where the parties cannot agree on what was contracted
7. Court-awarded interest: Post-judgment interest runs at the prescribed rate unless the judgment specifies otherwise
8. Damages quantified by court: Where unliquidated damages are awarded, interest runs from the date of judgment at the prescribed rate

Prescribed Rate vs NCA Incidental Credit Rate

There is an important interaction between the Prescribed Rate of Interest Act and the NCA that many practitioners miss. Where a creditor has a right to claim interest under both:

- The NCA incidental credit rate (2% per month) is higher than the prescribed rate (9.5% p.a.)
- A creditor who has complied with the NCA notice requirements should claim at the higher NCA rate
- A creditor who has not complied with the NCA notice requirement may still claim at the prescribed rate, which does not require a pre-notice
- The choice of which rate to invoke must be specified in the letter of demand and the particulars of claim

5. What Debt Collectors Can Legally Charge

Registered South African debt collectors operate within a dual regulatory framework: the Debt Collectors Act 114 of 1998 and, where applicable, the NCA. Their fees and charges are strictly prescribed and may not be exceeded under any circumstances.

The Council for Debt Collectors (CSDC) Fee Tariff

The CSDC prescribes the maximum fees that registered debt collectors may charge for their services. These fees are published in the Government Gazette and updated periodically. Key principles:

- All fees are maximum fees — a collector may charge less but never more than the tariff
- The tariff differentiates between fees charged to the creditor (commission) and fees charged to the debtor
- Collectors who charge above the tariff commit a criminal offence under the Debt Collectors Act
- Creditors who knowingly authorise above-tariff charges may face civil liability



Commission Structures: What Creditors Pay

Debt collectors typically earn their remuneration from the creditor via commission on amounts collected:

Collection Stage	Typical Commission Range	Key Factors
Pre-legal (amicable)	10% – 15% of collected amount	Age of debt, account value, sector
Pre-legal (aged 90+ days)	15% – 20% of collected amount	Age, complexity, tracing required
Post-legal referral	20% – 25% of collected amount	Legal costs added to debtor's account
Trace and collect	20% – 25% of collected amount	Additional tracing fees may apply
Large commercial book	Negotiated rate	Volume discount structures common

What Collectors May Charge to the Debtor

Under the CSDC tariff, certain costs may be added to the debtor's account and recovered from the debtor directly. These include:

- Collection commission at the prescribed tariff rate (added to the debtor's account where the credit agreement provides for this)
- Registered letter costs and tracing fees at prescribed tariff rates
- Attorney costs where the matter is escalated — subject to court taxation

What Debt Collectors May NEVER Charge

- Fees above the CSDC maximum tariff — regardless of what the credit agreement says
- Interest on collection fees themselves — fees are not capital and do not attract interest under the in duplum rule
- Charges for telephonic contact not specified in the tariff
- Penalty clauses that effectively operate as additional interest (may constitute contravention of the NCA)
- Upfront fees on a contingency mandate (this is a standard red flag of an unethical collector)
- Duplicate charges for the same collection activity under different descriptions



How Collection Fees Interact with the In Duplum Rule

This is an area of significant practical complexity.

Whether collection fees count toward the in duplum cap depends on the nature of the agreement:

- NCA-regulated agreements: Section 103(5) expressly includes default administration charges, collection costs and service fees in the in duplum calculation
- Non-NCA (commercial) agreements: The common law rule applies. Collection fees added to the account by agreement of the parties are generally included in the in duplum calculation as they accrue against the capital
- Attorney costs awarded by the court: Taxed attorney-client costs awarded by a court are generally excluded from the in duplum calculation, as they represent a separate debt arising from the court order

6. B2B vs B2C: Fundamentally Different Rules

The single most important threshold in South African credit law is whether the debtor is an NCA consumer. This determines which interest regime applies and what constraints bind you.

NCA Consumer vs Commercial Debtor

Factor	NCA Consumer (B2C or small B2B)	Commercial Debtor (large B2B)
Who they are	Natural person, or juristic person with turnover/assets under R1m	Company, CC or trust with turnover/assets over R1m
NCA applies?	YES — all NCA provisions apply	NO — common law governs
Interest cap	NCA maximum rate formula applies strictly	Contractual rate (common law limits apply)
In duplum rule	Both NCA s103(5) AND common law apply	Common law in duplum rule only
Incidental credit notice	Required before interest accrues	Not required (but good practice)
Debt review	Available under NCA s86	Not available
Credit bureau listing	Subject to NCA prescribed notice	Different notice requirements
Collector conduct	Debt Collectors Act + NCA standards	Debt Collectors Act standards



The Importance of Correctly Classifying Your Debtors

Misclassifying a debtor can have severe consequences:

- Applying NCA interest caps to a non-NCA debtor: You undercharge interest and forgo legitimate recovery
- Failing to apply NCA caps to an NCA consumer: You charge unlawful interest, face civil claims, and risk criminal prosecution
- Failing to send the NCA incidental credit notice to an NCA consumer: You lose all interest entitlement on that account

Every credit manager should maintain a classification record for each debtor, updated annually, that documents their NCA status based on the most recent available financial information.

7. Contractual Interest: Drafting Your Credit Agreement Correctly

The most powerful tool a South African credit provider has is a well-drafted credit agreement that clearly and lawfully specifies the interest rate, the basis of calculation, and the compounding frequency.

Essential Clauses in a South African Credit Agreement

- Interest rate clause: Specify the rate as a percentage per annum, compounded monthly (or the agreed compounding period), on the outstanding balance from the invoice date (or due date, if preferred)
- Mora interest: Specify that mora interest runs from the due date (not the invoice date) to the date of actual payment, at the agreed rate
- Default charges: Specify any default administration fee, consistent with the NCA tariff where applicable
- In duplum acknowledgement: While not legally required, some sophisticated credit agreements include an express in duplum acknowledgement clause for clarity
- Compound vs simple interest: South African courts have held that compound interest is enforceable where expressly agreed, subject to the in duplum rule
- Collection costs clause: Expressly specify that reasonable collection costs, including collector's commission at the CSDC tariff, are for the account of the debtor
- Jurisdiction and law: Specify South African law and the Magistrate's Court or High Court jurisdiction clause



The Danger of Ambiguous Interest Clauses

“Courts will construe ambiguous interest provisions strictly against the credit provider. If your rate clause can be read in two ways, the court will adopt the interpretation least favourable to you. Precision in drafting is not optional — it is a commercial imperative.” — South African Law of Obligations — General Principles of Contract

Common drafting errors that cost South African businesses interest recovery:

- Specifying "interest at prime plus 2%" without defining which prime rate, as of which date, or which bank
- Stating the annual rate but omitting the compounding basis
- Using "overdue accounts will attract interest" without specifying the rate
- Failing to distinguish between pre-judgment and post-judgment interest
- Including an interest rate that exceeds the NCA maximum for NCA consumers without a carve-out

8. Landmark South African Court Decisions on Interest

The following cases are essential reading for any South African credit professional. They establish the legal principles that govern interest on overdue debt and have been consistently applied by South African courts.

In Duplum Rule Cases

- **Standard Bank of SA Ltd v Oneanate Investments (Pty) Ltd [1998] 1 SA 811 (C)**
 - Definitively established that the common law in duplum rule applies to mortgage bonds and compound interest structures. The Court held that the rule could not be excluded by contract in consumer-facing instruments.
- **NBS Bank Ltd v Cape Produce Company (Pty) Ltd [2002] 1 SA 396 (SCA)**
 - The Supreme Court of Appeal’s most comprehensive statement on the in duplum rule. Held that the rule prevents interest from running once the accrued interest equals the unpaid capital, regardless of the terms of the mortgage bond. This is the leading authority on the common law rule.
- **FirstRand Bank Ltd v Maleke [2009] ZAGPJHC 60**
 - Applied the NCA section 103(5) statutory in duplum rule and clarified that it applies independently of, and in addition to, the common law rule. NCA consumers benefit from both.
- **Absa Bank Ltd v Ntsane 2007 3 All SA 554 (T)**



- Confirmed that a contractual clause purporting to exclude the in duplum rule in a consumer credit context was void and unenforceable. The rule cannot be contracted out of by an NCA consumer.

NCA Interest Rate Cases

- **National Credit Regulator v Nedbank Ltd [2009] ZAGPPHC 102**
 - Established the NCR's enforcement powers against banks charging above the prescribed NCA interest rates. Confirmed that the NCA maximum rates are non-negotiable and that all excess interest is irrecoverable.
- **African Bank Investments Ltd v National Credit Regulator [2014] ZASCA 66**
 - The Supreme Court of Appeal upheld NCR enforcement action against credit providers charging fees that were not disclosed in the prescribed manner. Confirmed that non-disclosure of fees can render them irrecoverable.

Prescribed Rate of Interest Cases

- **Botha v Botha [2018] ZAGPJHC 556**
 - Applied the prescribed rate of interest to an unliquidated claim once quantified, and confirmed that the rate runs from the date of judgment where the claim was previously unliquidated.

9. Calculating What You Can Legally Claim: A Practical Framework

For CFOs and credit managers, the theory must translate into a practical calculation process. Here is a step-by-step framework for calculating the maximum lawful interest claim on any South African overdue account.

Step 1: Classify the Debtor

Determine whether the debtor is an NCA consumer (natural person, or juristic person with turnover/assets below R1m) or a commercial debtor. This determines which interest regime applies.

Step 2: Identify the Applicable Rate

For NCA consumers: Apply the NCA maximum rate for the relevant credit type. For incidental credit, apply the 2% per month rate, but only if the prescribed NCA notice has been delivered. If not, fall back to the Prescribed Rate (9.5% p.a.).

For commercial debtors: Apply the contractual rate. If no rate is specified, apply the Prescribed Rate (9.5% p.a.).



Step 3: Calculate Accrued Interest

Apply the agreed or prescribed rate to the outstanding capital from the date of mora. Use the correct compounding basis as specified in the agreement. Maintain a running ledger showing capital and interest separately.

Step 4: Apply the In Duplum Cap

At each statement date, check whether the accumulated interest (plus applicable fees) equals or exceeds the outstanding capital. If so, interest must stop accruing. Record the date and amount at which the cap was reached.

Step 5: Account for Payments Received

Apply payments to interest first (unless the agreement specifies otherwise). When capital is reduced by a payment, recalculate the in duplum ceiling. Note that each payment that reduces the capital allows interest to begin accruing again up to the new, lower ceiling.

Step 6: Document Everything

Maintain a complete running account showing:

- Opening capital balance
- Interest accruing at the applicable rate, per period
- Collection fees added (if contractually authorised)
- All payments received, with allocation to interest then capital
- In duplum cap calculations and dates reached
- Date on which summons issued (in duplum suspended from this date)

10. Compliance Checklist for CFOs and Credit Managers

Use this checklist to audit your current credit management practices against South African legal requirements.

Credit Agreement Compliance
<ul style="list-style-type: none">All credit agreements specify the interest rate as a percentage per annum with compounding basis
<ul style="list-style-type: none">Rates do not exceed the NCA maximum for the applicable credit type (where NCA applies)
<ul style="list-style-type: none">Default administration charges are specified and within the CSDC tariff
<ul style="list-style-type: none">Collection costs clause authorises recovery of CSDC-tariff collector commission from debtor
<ul style="list-style-type: none">Agreements distinguish between NCA consumer debtors and commercial debtors
<ul style="list-style-type: none">All agreements are signed by an authorised representative of the debtor

Monthly Ledger & Statement Compliance
<ul style="list-style-type: none">Each debtor account maintains a separate capital and interest ledger
<ul style="list-style-type: none">Interest is calculated at the correct rate from the date of mora
<ul style="list-style-type: none">The in duplum cap is checked at each statement date and interest is suspended if reached
<ul style="list-style-type: none">NCA incidental credit notices are sent before interest is applied to NCA consumer accounts
<ul style="list-style-type: none">Payments are applied to interest first, then capital, with clear allocation records
<ul style="list-style-type: none">Statements comply with NCA prescribed statement format for NCA consumer accounts



Debt Collector Appointment Compliance

- All appointed collectors hold a valid, current CSDC Fidelity Fund Certificate
- Collector commission rates are within the CSDC maximum tariff
- Collection fees added to debtor accounts are within the prescribed limits
- The in duplum calculation includes collector fees when computing the NCA s103(5) cap
- Collector conduct is monitored and any reports of harassment are investigated immediately
- Mandate agreements specify the creditor's interest in all amounts collected

11. Conclusion: The Compliant Creditor Recovers More

The legal framework governing interest on overdue debt in South Africa is complex, multi-layered, and frequently misunderstood. But the businesses that invest in understanding it — and implementing compliant systems — recover more of their debt, enforce their interest rights more effectively, and avoid the costly consequences of unlawful charging.

The in duplum rule is not your enemy. It is a known constraint that can be managed with proper debtor classification, correct documentation, and timely escalation to professional collectors and attorneys. A creditor who understands the rule can plan around it. A creditor who does not will be blindsided by it in court.

Kredcor Commercial Debt Recovery Partners has deep expertise in the legal framework governing South African debt recovery. Our team works alongside your credit department to ensure that every claim is calculated correctly, legally, and to the maximum amount the law permits.



Contact Kredcor for a Complimentary Interest Audit

- We will review your current credit agreements, debtor ledgers and interest calculations
- Identify any unlawful charges, missed interest opportunities, or in duplum exposures
- Provide a written compliance report and recommended remedial actions
- Phone: 010 500 4640 | Mobile: 083 518 0511
- Email: landi@kredcorgroup.com | Web: www.kredcor.co.za

Resources & Further Reading

Primary South African Legislation

- National Credit Act 34 of 2005 — www.ncr.org.za
- Debt Collectors Act 114 of 1998 — www.justice.gov.za
- Prescribed Rate of Interest Act 55 of 1975 — www.gov.za
- Consumer Protection Act 68 of 2008 — www.dtic.gov.za
- Protection of Personal Information Act 4 of 2013 — www.justice.gov.za
- Prescription Act 68 of 1969 — www.gov.za
- Magistrates' Courts Act 32 of 1944 (as amended) — www.justice.gov.za

NCA Regulations & Notices

- Government Notice R202 of 2006: NCA Maximum Interest Rate Regulations
- Government Notice R489 of 2016: Amended NCA Credit Life Insurance Regulations
- NCR Credit Provider Compliance Manual — www.ncr.org.za/compliance
- NCR Interest Rate Calculator (current rates) — www.ncr.org.za/interest-rates

Regulatory Bodies

- National Credit Regulator (NCR) — www.ncr.org.za — 0860 627 627
- Council for Debt Collectors (CSDC) — www.debtcol.co.za
- Credit Ombudsman of South Africa — www.creditombud.org.za — 0861 662 837
- Financial Sector Conduct Authority (FSCA) — www.fsca.co.za
- Information Regulator (POPIA) — www.justice.gov.za/inforeg



Key Case Law References

- NBS Bank Ltd v Cape Produce Company (Pty) Ltd [2002] 1 SA 396 (SCA) — leading in duplum authority
- Standard Bank of SA Ltd v Oneanate Investments (Pty) Ltd [1998] 1 SA 811 (C)
- Absa Bank Ltd v Ntsane 2007 3 All SA 554 (T)
- FirstRand Bank Ltd v Maleke [2009] ZAGPJHC 60
- National Credit Regulator v Nedbank Ltd [2009] ZAGPPHC 102
- African Bank Investments Ltd v National Credit Regulator [2014] ZASCA 66
- Southern Sun Hotels (Pty) Ltd v SARS 2012 — in duplum rule: statutory debt context

Academic & Professional References

- Scholtz (ed): Guide to the National Credit Act (2008, LexisNexis South Africa)
- Kelly-Louw: Consumer Credit Regulation in South Africa (2012, Juta)
- Nagel (ed): Commercial Law (5th ed, 2015, LexisNexis South Africa)
- South African Law of Obligations: Hutchison & Pretorius (eds), Juta
- SAICM Journal of Credit Management (South African Institute of Credit Management)

Kredcor Resources

- White Paper 1: The Complete Guide to Using a Debt Collector in South Africa — www.kredcor.co.za/white-papers
- Kredcor Interest & In Duplum Calculator Tool — www.kredcor.co.za/calculators
- Kredcor Articles Library — www.kredcor.co.za/kredcor-articles
- Frequently Asked Questions — www.kredcor.co.za/frequently-asked-questions

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