



**RONALD BOBROFF
& PARTNERS INC.**
THE MEDICAL MALPRACTICE AND
PERSONAL INJURY CLAIM ATTORNEYS
Est. 1974

P.O. Box 1170
Parklands
2121
Tel: (011) 880-6781 (20 lines)
Direct: (011) 252 2814
Website: www.bobroff.co.za
E-mail address: rbsec@bobroff.co.za

37 Ashford Road
Rosebank
2196
Fax: (011) 880-6784
Direct: 086 530 0442
Docex 153, Jhb

OUR REF:- MR R BOBROFF/rm
YOUR REF:- MS P CLARK/mv

17 November 2010

MUNRO, FLOWERS & VERMAAK

BY TELEFAX: 011 327 5425

Dear Madam,

RE: DISCOVERY HEALTH – SUNDRY MEMBERS / CLIENTS

Your telefax dated 3 November 2010 referring to the members in the annexure hereto refers.

We wish to obtain generic clarity regarding the respective rights and obligations flowing between members of Discovery medical Aid schemes and our clients from time to time with respect to any obligation to reimburse Discovery health any medical costs which might be recovered in Road Accident Fund claims.

- 1 So as to enable us to advise our clients as to whether they are obliged to accede to any demands made by your clients for re-imbursement of road accident generated medical costs which may have been disbursed by Discovery Health in terms of medical aid insurance policies entered into between our clients and Discovery Health, we require the following documents/information:-

DIRECTORS: MANAGING - RONALD BOBROFF # B.A. LL.B (WITWATERSRAND), LAWYER - NSW, AUSTRALIA, ISRAELI
BAR ADMISSION EXAM, STEPHEN BEZUIDENHOUT: B PROC (WITWATERSRAND);
DARREN BOBROFF: B.A LL.B (WITWATERSRAND), LAWYER, NSW - AUSTRALIA, SOLICITOR - ENGLAND & WALES
PROFESSIONALLY ASSISTED BY:
VANESSA VALENTE: BA LLB (WITWATERSRAND); PHILIPPA JANE FARRAJ: B.A. LLB (UN); CLELIA CARUSO: LLB (UN);
JACOB SEROBE: LLB (UN);
*SA'DIYAH SAMROD: B COMM LAW (UN) LLB (UN); *ANANDA BOOYSEN: BA BA(HONS) LLB (UP);
*GINA TOGNOCCHI: BA LAW LLB (UN); *MALISSA ANTHONY; *TANYA PRETORIUS
* CANDIDATE ATTORNEYS
INTERNAL ACCOUNTANT: NATASCHIA DA COSTA;
FORMER PRESIDENT / CURRENT COUNCILLOR LAW SOCIETY (LSNP/LSSA)
ESTABLISHED 1974

50

- 1.1 Copies of the original signed contract entered into between each specific client / member and Discovery Health; ✓
 - 1.2 Copy of the original application form signed by each client seeking to enter into a medical aid insurance contract with Discovery Health; ✓
 - 1.3 Advertising and promotional material made available by Discovery Health to its brokers and/or disseminated via the print and other media with respect to medical aid insurance policies being marketed by Discovery Health at the time of each member in question joining; ✓
 - 1.4 Copies of any written variations to the medical aid insurance contracts entered into between Discovery Health and our clients as referred to, and relating to accident generated medical costs as also proof of agreement to such variations by our clients;
 - 1.5 Do any of Discovery Health's medical aid policies provide lifetime unlimited health care to members who request such care consequent upon occurrences other than illness e.g. road accidents, hijackings, shootings and so on. If so, which categories of policies provide such cover?
 - 1.6 Also please indicate any contractual terms which are contained in the original contracts of insurance with our clients which makes such cover subject to conditions and procedures. This is relevant to our clients as referred to in your letter mentioned above, given that all were under the impression that lifetime unlimited cover was provided as of right; ✓
 - 1.7 Any notifications by Discovery Health to the Registrar of Medical Aids, informing the Registrar that Discovery Health medical aid policies do not provide unlimited life time medical care as of right to Discovery Health members, who may require medical care as a consequence of injuries sustained in a motor vehicle accident; ✓
 - 1.8 Any correspondence from the Registrar of medical aids relating to Discovery Health and Road Accident Fund issues, including any of the matters referred to earlier on in this letter; ✓
 - 1.9 Any other documentation which may be relevant to Discovery Health's Road Accident Fund generated medical costs claims by members, including the basis on which Discovery Health contracts with and remunerates its collection agents with respect to recovery of the aforesaid medical costs.
 - 1.10 On receipt of the above we will advise our clients as to what their obligations to Discovery Health may be with respect to paying over to Discovery Health, any funds relating to medical cost recoveries.
- 2 We would also be obliged if you would obtain directly from your client, on their letterhead:
- 2.1 A statement of their attitude towards requests by members, that Discovery Health bears a pro rata portion of members' attorneys fees and disbursements, incurred in

the successful finalisation of a delictual claim, in which medical disbursements are recovered and which Discovery Health lays claim to.

- 2.2 In particular whether Discovery Health is agreeable to a flat 25% plus VAT deduction from such medical recoveries, given that the norm within the attorneys profession is to charge the client a contingency percentage fee which can range between 20% to 30%.

We await your client's response.

Sincerely



RONALD BOBROFF & PARTNERS INC