

AFFIDAVIT

I, the undersigned,

MARK BELLON

do hereby make oath and state that:

1. I am an adult male businessman, Chartered Account and registered Auditor.
2. I was involved in a motor vehicle accident on the 26 July 2006 and instructed Ronald Bobroff & Partners Inc. to do my Road Accident Fund claim. I was represented by Darren Bobroff of that firm.
3. My claim was finalized in two stages, firstly on the 1 December 2008, (order attached hereto marked "A") when the merits were agreed on an apportioned basis whereby I would receive 55% of my agreed or proven damages.
4. The quantum of my claim was finalized at Court in my presence and with my full knowledge and consent on the 19 October 2010 (order attached hereto marked "B").
5. I was a member of Discovery Medical Scheme ("Discovery") under membership number 075770180 for many years.
6. Consequent upon life threatening injuries which I sustained in the accident I was admitted to an Intensive Care Unit and was unconscious and/or in a coma for some 5 - 6 weeks.
7. Within days my wife was contacted by one Charmalno Le Grange, an employee of Discovery, and who I have ascertained is instructed by and reports to Mr J Katz, another employee of Discovery and who apparently heads up their Legal Division.
8. Charmalno demanded that my wife immediately sign an undertaking requiring me to lodge a claim against the Road Accident Fund, impliedly at my own risk and cost, and to reimburse Discovery with any medical costs recovered out of the claim and which might have been paid by Discovery.
9. The demand was accompanied by a threat to immediately terminate medical care to me and to reverse the cost of any treatment which I had already received due to the accident.
10. Further should she not sign the undertaking I would have to be transferred to a Provincial Hospital or come up with hundreds of thousands of rands to be paid to

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Millpark so that I could remain in intensive care. We simply did not have that money available.

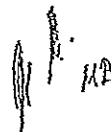
11. One will understand that my wife being placed under such unbearable and unconscionable duress was faced with little choice but to sign the undertaking even though she was not the principal member of Discovery.
12. Subsequently and whilst I was still suffering major physical disability and faced with a repeated threat to discontinue funding my treatment and to reclaim the cost of treatment already rendered, I was also forced to sign an undertaking as referred to above.
13. At no stage during many years membership of Discovery, including as recently as 2011, was I ever informed that my membership and my consequent right to receive medical care was subject to any exclusions or conditions relating to road accident generated medical care.
14. As I have now ascertained Discovery do have such exclusions and conditions in their Rules details or copies of which were never brought to my attention both at the time I applied to join Discovery or at any time thereafter. Discovery have flagrantly and deliberately ignored material provisions of the Medical Schemes Act specifically designed to ensure that Medical Scheme members such as I are informed prior to and during their membership of the terms of membership.
15. Notwithstanding that my claim had been finalized with a 45% apportionment against me and for a lump sum without the order of court indicating how the RAT's offer of settlement was made up Discovery's Collection Agents, Flowers Vermont, have demanded payment in full of all amounts expended by Discovery in respect of treatment paid for by them and arising out of my accident.

16. Given that:

- 16.1 Discovery had unlawfully forced us into signing a reimbursement undertaking;
- 16.2 Discovery has wilfully and criminally in terms of Section 66 (1) of the Medical Schemes Act not complied with the numerous relevant provisions of the Medical Schemes Act aimed at informing members such as I of the very exclusions and conditions Discovery now sought to rely on;
- 16.3 My claim was settled on a 45% apportionment against me;
- 16.4 My claim was settled for a globular and non-defined amount;

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- 16.5 I had to bear the entire risk and cost of lengthy litigation from which Discovery now sought to benefit without making any pro rata contribution to such cost.
17. I instructed my Attorneys to inform Discovery and their Debt Collectors that I disputed any liability to reimburse Discovery whatsoever.
18. As a result of my decisions aforesaid I received a letter of demand from Discovery on 17 August 2011 demanding payment of the FULL amount disbursed in respect of medical costs notwithstanding the 45% apportionment against me and the lump sum settlement and a copy of such letter is attached hereto. In such email I was again threatened with termination of my membership and also litigation against me for the FULL amount and a Credit blacklisting.
19. In mid during June 2011 I was called by Alan Jacobson, an acquaintance of my mine employed by Discovery who informed me that Jeff Katz ("Katz") wished to meet with me to discuss my unhappiness with Discovery. I thereafter received a subsequent communication from Katz via Jacobson as follows:
- 19.1 Katz stated that RBP were secretly retaining money in respect of medical costs without disclosing this to their clients and that they would do the same to me;
- 19.2 That Katz and Discovery were prepared to waive any claim against me with respect to an amount of approximately R500 000 which they had and were then demanding from me in respect of medical expenses disbursed by Discovery relating to my condition;
- 19.3 That the waiver of such claim was conditional upon me co-operating with Katz in what I clearly understand to be a campaign seeking to neutralize and discredit Ronald Bobroff who had, apparently, advised other clients of Discovery in similar circumstances;
- 19.4 The impression I got during the discussion with Jacobson was that Katz was very emotionally involved and very concerned that it would become public knowledge that Discovery was not complying with the Medical Schemes Act and that the Registrar of the Medical Schemes Council would become aware of this fact or would become aware of increasing numbers of Discovery members who would be standing up for their rights in the face of Discovery's demands for reimbursement.
20. As a professional chartered accountant and auditor I believe that Katz's conduct in seeking to bribe me and/or buy me off into becoming his pawn to be used in a vendetta against Ronald Bobroff was wholly unprofessional and disgraceful



conduct, unbecoming of an attorney and almost certainly a contravention of the Corruption Act.

21. I and my family have suffered intensely as a result of the life threatening injuries I sustain in the accident and that suffering has been greatly exacerbated by the ongoing harassment my wife and I have been subjected to at Katz's instance.

22. He has carried out the threat to terminate my membership to Discovery Health clearly because I refused to make myself a party to his illegal and disgraceful proposals. As the father of four young children I have had to face the frightening uncertainty of my family being unprotected by any Medical Aid cover for some time.

23. Katz has also had me blacklisted with Credit Bureaus for a false amount of approximately R900 000 when as an attorney he must be fully aware in terms of the Principles of Subrogation, that:

23.1 even assuming Discovery's Rules entitle it to the undertaking demanded of me;

23.2 that such undertaking was valid - which it clearly is not,

23.3 that it had complied with the Medical Schemes Act- which it certainly has not with respect to me;

23.4 there was a 45% apportionment against me;

23.5 my claim was settled for a global lump sum;

there can be no basis in law on which Discovery would be entitled to reimbursement of the full amount it may have disbursed relating to my accident and therefore blacklisting me for approximately R900 000 without advising the Agency that I dispute owing such or any amount to Discovery was entirely malicious and has caused me great hardship in obtaining credit card facilities.

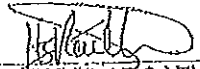
24. I call upon the Law Society to take the strongest possible action against Katz in respect of which I, as a professional person, regard as very serious misconduct.

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DEPONENT

Thus signed and sworn before me on this the 1st day of November 2011, the deponent having acknowledged that he knows and understands the contents of this affidavit and has no objection to taking the prescribed oath which he considers binding on his conscience.


COMMISSIONER OF OATHS
HUGH SIMON VAN KILLIN
PRACTISING ATTORNEY
COMMISSIONER OF OATHS EX
OFFICIO
1 THE AVENUE DICKHEDS
JOHANNESBURG

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AFFIDAVIT

I the undersigned

DEAN ALMEIDA

do hereby make oath and state as follows:

1. My personal injury claim was attended to by Ronald Bobroff & Partners Inc. to my satisfaction.
2. At the time of the accident, I was a member of Discovery Health medical scheme but had never from the time I had originally joined until today ever received a copy of the Rules applicable to my membership nor any notification of any changes to such Rules.
3. I was never informed from the time of joining Discovery Health to date that there were any conditions or exclusions relating to motor vehicle accident medical care or that I would be obliged to make any claim against the Road Accident Fund and reimburse Discovery Health any medical costs recovered and previously paid by them.
4. Some two years after my claim was settled, I was contacted by Bonny of Discovery health telephonically who informed me that I still owed Discovery Health money.
5. She invited me to meet with Mr. J Katz of Discovery Health and the meeting took place in due course. Katz informed me that there was still an outstanding amount due to Discovery Health arising out of the accident of APRIL 2006.
6. I enquired from him why I had to pay Discovery back anything when I paid premiums to cover what I believed to be all my medical expenses from whatever cause and that I had never been advised at the time of or any time prior to contracting with Discovery that there were exclusions or conditions relating to motor vehicle accident generated medical costs.
7. Katz responded "It's in your contract". I replied that no-one had ever told me and brushed off the comment again reverting to the fact that I owe Discovery money and that I am responsible for it.
8. He then interrogated me as to how I came to instruct my attorneys Ronald Bobroff & Partners Inc. I informed him that the firm had been contacted by my fiancé to come and see me as there were informative pamphlets and posters at the hospital offering advice to accident victims such as myself.
9. Katz then described the fact that my attorneys had seen me in hospital as "ambulance chasing". I told him I did not understand what that meant to which he replied "lawyers wait in hospital reception areas or get others to wait and recruit clients like that, and that this practice is

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common but illegal". I understood that he was referring to my attorneys as being ambulance chasers.

10. He enquired as to whether I had signed any documents to which I responded that I had and that my fiancé was present at the time and was assisting me and had received an explanation concerning all the documents which were required to be signed for the case.
11. He went on and on trying to extract a statement from me that it was in fact the attorneys who had approached me and not the other way around. He was clearly hostile towards Ronald Bobroff & Partners Inc. and in my opinion, he was trying to twist my words.
12. Eventually, I told him that I was very pleased that I had instructed Ronald Bobroff & Partners Inc., in particular, that Darren Bobroff had attended to my claim and that during the years I have worked with him, he was at all times courteous and helpful in every way. Further, that they had carried the cost of my case for years and had never requested any money.
13. I concluded by informing Katz that in my opinion Ronald Bobroff & Partners Inc. was a great legal practice.
14. At the end of the meeting, he asked me to forward him the awards document and the breakdown of who got what in the deal. I asked him if this would affect my Discovery claims in future, his response was "It won't affect it too much, just help us to help you". I did not know what that meant until the next phone call from him.
15. Katz requested certain documentation from me which I did not have in my possession. I contacted my attorneys to provide me with such documentation. My attorneys advised that they had in fact already provided Discovery with the requested information. I in turn, contacted Katz to advise and question why he was requesting documentation from me which he already had in his possession and furnished by my attorneys. His response was "No, some of the documents are incomplete.
16. Katz then requested I attend another meeting with their attorneys because he wanted to take Bobroff to Court as they had misled me. This meeting did not occur as I was not available.
17. I then contacted my attorney to advise him of this and was advised not deal with Discovery Health directly but refer them to my attorney.
18. I emailed Bonny and advised her to deal directly with my attorney. Shortly after she received my email, she contacted me telephonically and tried to convince me to come to the meeting say that it was in my best interest. When I reiterated that she should deal with my attorneys, Katz got onto the phone, was rather aggressive saying "that the money is owed and that Bobroff and myself are responsible for this outstanding amount. It would be easier if I just cooperated with his department to straighten things out".

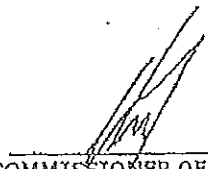
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19. Katz and Bonny continually phoned me on several occasions in order to make arrangements to attend the meeting. I agreed simply to get him off my back. However, I never did attend the meeting as I lost my job and had to make certain adjustments.
20. I was then contacted again by Bonny and on the second occasion, Katz got onto the phone asking "what do you think you are doing, do you want to make this easy for yourself or hard?" He replied that "if you sit with us and our attorneys, you won't be responsible for the amount because you were misled".
21. I responded by saying that I thought it was Discovery Health who was misleading me and harassing me. I told them it was unfair them giving me an ultimatum like that to which Katz responded "Well you either helping us or you not". I told him I was not prepared to help him. He was rather aggressive and put the phone down.



DEAN ALMEIDA

Thus signed and sworn before me on this the *17th March* day of 2011, the deponent having acknowledged that he knows and understands the contents of this Affidavit and has no objection to taking the prescribed oath which he/she considers binding on her conscience.



COMMISSIONER OF OATHS

LOUIS SUN
Commissioner of Oaths
Practising Attorney
31 Ashford Road
Parkwood, Johannesburg
South Africa


STATEMENT

I, the undersigned,

Z'YAWDA

do hereby state under oath the following:

1. I am an adult female.
2. On 21 September 2002 I was involved in a motor vehicle accident and subsequently contacted attorneys Ronald Bobroff & Partners Inc to institute a claim against the Road Accident Fund on behalf of my husband, my son and myself.
3. At the initial consultation on 27 September 2002 my husband and I signed mandates authorising Ronald Bobroff & Partners Inc to act on our behalf and was also provided with a new client letter which provided an outline of the claim and in particular the basis of fees charged.
4. At the time of the accident my family and I were members of Discovery Health Medical Aid and believed at all times that we were covered for all medical and hospital treatment required in particular all trauma related costs.
5. At no stage was my husband or I ever informed about any exclusion clauses in Discovery's rules in particular that relating to excluding liability for all road accident generated medical costs.
6. At no stage was my husband or I ever provided with Discovery's rules and or a detailed summary of such rules. We were also never provided with any written notifications as to any proposed amendment to their rules.
7. Both my husband's and my claim finalised in September 2008 and at that stage we were still not aware of any exclusion clause in Discovery's rules relating to motor vehicle accident generated expenses.
8. Both my husband and I were extremely satisfied as to the service received from Ronald Bobroff & Partners Inc and in particular the result obtained.
9. Our attorney Pippá Parraj explained the fee options available and both my husband and I elected to be charged on a time basis so as to be guaranteed a net settlement amount taking into account the possible risks of not recovering



the full disbursement costs.

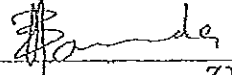
10. Upon receipt of the costs both my husband and I were provided with a final payment and a full statement of account which we signed for in early 2009.
11. In December 2010 we were contacted by Discovery Health demanding payment of the medical expenses incurred as a result of our motor vehicle accident. This was some eight years after the incident and nearly two years after my matter settled.
12. I was shocked as I had no idea what Discovery was referring to as I had paid my premiums for what I believed was full cover and was never requested to reimburse them at any stage.
13. I was harassed by Bonny and/or Charmaine of Discovery's legal department who insisted that we had been misled and that our attorneys retained the medical expenses for themselves without paying them over to Discovery.
14. Bonny and/or Charmaine further advised that if we assist him then Discovery would not sue us for the medical expenses owed but would seek this from my attorneys.
15. We felt that we had no option but to cooperate and Bonny and/or Charmaine requested we meet with Discovery's attorneys.
16. I was advised by Discovery's attorneys that they would assess Ronald Bobroff's files and would be able to prove that they retained the medical expenses for themselves without disclosing this to me.
17. If we were concerned as to their conduct or the manner in which they charged us we would surely have questioned this or even complained to the law society and would have transferred our daughters matter elsewhere.
18. I have read statements from some other Discovery members who are clients of Ronald Bobroff and it is clear that Discovery has adopted the same extortion tactics so as to try and manipulate members into believing they owe Discovery money and that if they do not cooperate with Discovery they will be sued.
19. It is now clear to me that I and my family were simply being used as pawns by Discovery in an attempt to intimidate and silence Ronald Bobroff from exposing Discovery's non compliance with the law.
20. It is disgraceful that such a large public entity treats its members in this manner and deliberately fails to disclose these unjust exclusion clauses but



years later seeks to rely on them.

21. I believe this is a matter for the Council of Medical Schemes to investigate so as to prevent other members of Discovery from being victimised and taken advantage of.

DATED AT JOHANNESBURG THIS 09 DAY OF SEPTEMBER 2011



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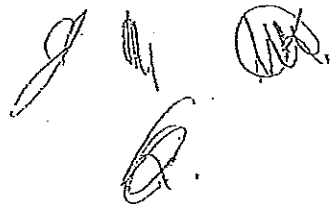
COMPLAINT TO THE MEDICAL SCHEMES COUNCIL IN TERMS OF
SECTION 47 and 61 OF THE MEDICAL SCHEMES ACT NO 131 OF 1998

I, the undersigned,

PULENG MATHATHWA (NEE SIBISI)

do hereby state :

1. I am a member of Discovery Health Medical Aid Scheme under membership number 089 654 280 and have been such a member since 2012.02.01
2. I have not to the best of my knowledge and recollection, ever received :
 - 2.1. a detailed summary of the Rules specifying my rights and obligations in respect of the Medical Scheme on admission to same in terms of Section 30(2) of the Medical Schemes Act No 131 of 1998 ("the Act");
 - 2.2. any advance written notification of any change in benefits or any other condition affecting my membership of the Scheme in terms of Section 29(1);
 - 2.3. any communication as is required to be made by the Board of Trustees in terms of Section 57(4)(d) of the Act of my rights, benefits and duties in terms of the Rules of the Medical Scheme;
 - 2.4. a copy of the Rules as amended in terms of Section 29(1);
 - 2.5. a copy of the Rules, exclusions and conditions at any time during my membership of the Scheme.
3. I joined Discovery Health ("Discovery") via the services of one of its appointed brokers but was not informed by such broker of any conditions or exclusions applicable to my / family scheme member's entitlement to medical care arising out of a motor vehicle accident.
4. As referred to above I never received a summary of the rules or the rules themselves or the rules as they may have been amended from time to time, and I was therefore at all times wholly



unaware of any exclusions or conditions applicable to my / my family scheme member's receiving medical care arising out of a motor vehicle accident.

5. SELECT PARAGRAPH 5.1 OR 5.2 OR 5.3 OR 5.4 AND DELETE THE NON-APPLICABLE PARAGRAPHS

The very first time I was made aware of the existence of any exclusions and conditions applicable to road accident generated medical care was after I / my family's scheme member was injured in a motor vehicle accident and:

5.1*

5.1.1 I / my family member received a demand to sign an undertaking that a claim would be lodged against the Road Accident Fund and that Discovery would be reimbursed all amounts recovered and which may have been paid by Discovery.

5.1.2 The aforesaid demand was accompanied by a threat to terminate medical care, notwithstanding that such care may have involved treatment falling under the Prescribed Minimum Benefits schedule, and to reclaim amounts already disbursed in respect of care relating to the road accident injuries, should I/my family member decline to sign such undertaking.

5.1.3 I understood the demand to require me to litigate against the RAF at my own cost and risk. Given that the outcome of all litigation is uncertain, I considered it unreasonable and unfair that no offer was made to either contribute to my costs or to indemnify me against a costs order in favour of the RAF against me should my claim prove unsuccessful.

5.2 * When my Attorney received a letter from Discovery and/or its collection agents demanding an undertaking to reimburse medical costs to be recovered/recovered in my claim from the RAF which Discovery alleged had been previously paid for and threatening to terminate any medical care and to reclaim the costs of any road accident generated care paid for failing such undertaking.

5.3 * When I received a letter attached hereto from Discovery threatening to sue me for medical costs allegedly expended by it consequent upon my road accident, which was sent to me _____ years after my accident and _____ years after my claim had been finalized against the Road Accident Fund ("RAF").

5.4 *

5.4.1 When I was advised by my Attorney that Discovery was currently writing to road accident victims whose claims had been finalized against the RAF, demanding

reimbursement of any medical costs recovered from the RAF, which may be previously paid by Discovery, and that I might well receive such a demand in due course.

5.4.2 This notwithstanding that such victims nor I had never been made aware by Discovery of any conditions or exclusions applicable to road accident generated medical care, and had never previously received demands or requests for undertakings or reimbursement from Discovery.

6. I have been advised that Discovery's conduct, as referred to above is, may well constitute :

6.1. such an extensive and ongoing disregard for the provisions of the Medical Schemes Act No 31 of 1998 such as to render the principal officer appointed in terms of Section 57(4)(a) of the Act, the Board of Trustees appointed in terms of Section 57 of the Act and any other person in the employ of Discovery who was responsible for such non-compliance, guilty of an offence in terms of Section 66 of the Act;

6.2. an undesirable business practice in terms of Section 61 of the Act, such as to entitle the Registrar to issue a notice in terms of Section 61(3) directing Discovery, its principal officer and its Board of Trustees, to suspend its practice of demanding the signature of an reimbursement undertaking, by such of its members as may have been injured in road accidents, unless the scheme furnishes the member with acceptable proof :

6.2.1. that the member was made aware of the conditions and exclusions applicable to road accident medical generated costs by the broker representing Discovery in the marketing of the policy to the member;

6.2.2. that the member was furnished with a detailed summary of the rules in terms of Section 30(2) at the time of admission to the scheme, and that such summary made specific reference to the conditions and exclusions applicable to road accident generated medical costs;

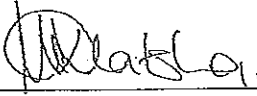
6.2.3. that the member received advance written notice of any proposed amendments to the rules in terms of Section 57(4)(d), in particular, any proposed amendments relating to road accident generated medical costs; and

6.2.4. that the member received "*adequate and appropriate information*" concerning their rights, benefits and duties in terms of the rules of the scheme, including specifically information relating to conditions and exclusions concerning road accident generated medical costs, the rules as amended from time to time; as is required to be done by the Board of Trustees in terms of Section 57(4)(d) of the Act.

7. I request the Registrar to address this complaint as a matter of urgency given that I have suffered, and will continue to suffer, prejudice and oppression as a result of Discovery's actions as referred to above.
8. In particular, Discovery's practice of threatening to terminate medical care to seriously injured road accident victims, especially where such treatment falls under the Prescribed Minimum Benefits regime in terms of Regulation 10 to the Act, appears to be unlawful and deprivation of such treatment could well result in the death or adverse health consequences of such victims.

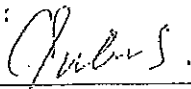
*(DELETE WHICHEVER IS NOT APPLICABLE)

DATED AT Rosebank ON THIS THE 20th DAY OF August 2011.



AS WITNESSES:

1.



2.

