

M.F.V. AID



MUNRO, FLOWERS & VERMAAK
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Docex 133, JHB

Your Reference:

Our Reference: MS P CLARK/inv/ [REDACTED] o.b.o. [REDACTED]

10 May 2007

Monique Woods

PER FACSIMILE: (011) 476-4825

Dear Madam,

PRINCIPAL MEMBER : MRS [REDACTED]
DEPENDANT MEMBER: [REDACTED]
DISCOVERY MEMBER NO. : [REDACTED]

We act on behalf of Discovery Health, our client. We have been advised that you have been appointed as attorneys of record to institute a claim against the Road Accident Fund for injuries sustained by Mrs [REDACTED] and [REDACTED], members of our client, in a motor vehicle accident.

We have been instructed by our client to recover all monies due to them in terms of the Rules of the Scheme. In this regard, we refer you to Discovery Health's Rule 15 and Annexure "C" Exclusion 1.1, pertaining to payment of medical and hospital costs arising from any incident giving rise to a claim for which any other party may be liable. We would like to place on record, that should our client not be reimbursed for past medical and hospital costs paid for injuries sustained by [REDACTED], our client will be entitled to reverse any payments made by them and disavow liability for payments of any future medical and hospital costs relating to the incident. The reimbursement of monies to our client will obviously be limited to the extent that the claims are allowed by the Road Accident Fund, taking into account any apportionment, if applicable.

We enclose herewith an Undertaking to be signed by yourselves and the claimant/principal member.

Please do not finalise any claims for past expenses without confirming with us the amount to be reimbursed to our client.

Partners: Stephen Flowers BA LLB (Wits) Karen Vermaak BA LLB (Wits)
Assisted by: Paula Clark BA LLB (Wits) Sonett Harding B.Proc (UFS) Anaya Buys B.Proc (RAU)

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our client will be reimbursed therefrom. Furthermore, should you receive any interim payments in due course prior to the finalisation of the matter, we require to be informed thereof and our client will require to be reimbursed therefrom.

As our client has a direct interest in the future medical costs, we request that should an undertaking for future medical treatment, in terms of Section 17(4)(a) of Act 56 of 1996 or any other similar legislation, be given, that a copy be forwarded to us for onward transmission to our client.

We thank you for your continued and valued co-operation.

Yours faithfully

MUNRO, FLOWERS & VERMAAK

Per: MS P CLARK

Partners: Stephen Flowers BA LLB (Wits) Karen Vermaak BA LLB (Wits)
Assisted by: Paula Clark BA LLB (Wits) Sonett Harding B.Proc (UFS) Anaya Buys B.Proc (RAU)

UNDERTAKING TO DISCOVERY HEALTH
IN RESPECT OF PAST HOSPITAL & MEDICAL EXPENSES

6. I, the undersigned Membership Number
do hereby state and agree as follows :

1. I am aware of Discovery Health's Rule 15 & Annexure "C" Exclusion 1.1 pertaining to payment of medical and hospital costs ("costs") arising from any incident giving rise to a claim for which any other party may be liable.
2. I confirm that I have appointed the firm of attorneys to institute and finalize a claim on my behalf. Should any other firm of attorneys subsequently be instructed by me, I undertake to notify Discovery Health and / or their representatives within 14 days of having changed attorneys.
3. I hereby irrevocably instruct my attorneys (and agree to instruct any other attorneys that I may appoint in future), to repay to Discovery Health any costs that Discovery Health may have paid in regard to injuries sustained by myself / my dependant in an accident that occurred on and which have been recovered, subject to any apportionment that may be applied in terms of the Apportionment of Damages Act.
4. I have been informed that should I not undertake to reimburse Discovery Health or if I fail to honour my obligations in terms of this Undertaking for past hospital and medical expenses paid on my behalf for injuries sustained by me in the incident, any payments made by Discovery Health will be reversed and will be for my account. Furthermore, Discovery Health will disavow liability for payment of any future costs relating to the incident.
5. I confirm that no legal fees or disbursements will be deducted from the amount in respect of the costs payable to Discovery Health.
6. I further confirm having instructed my attorneys to repay the amount due as set out above, immediately upon receipt thereof from the party liable, whether payment is made by way of interim, staggered or final payment
7. In the event that payment of the aforesaid amount is made directly to myself by the liable party, I hereby personally irrevocably undertake to repay Discovery Health immediately with the full amount received in terms of paragraph 3 above.
8. I further confirm having instructed my attorneys to submit all invoices to the liable party in respect of costs paid by Discovery Health and to report on the progress of my claim on a quarterly basis or in response to a query by Discovery Health or its duly authorised representative.

9. Should my claim for any reason not be successful, I confirm having instructed my attorneys to advise Discovery Health or its duly authorised representative immediately and to provide them with the full details for the rejection of the claim.

SIGNED at on200..

MEMBER :

I, Mr / Mrs of Attorneys confirm that the above instructions have been conveyed to me and that, as long as my mandate is valid, I will act accordingly.

ATTORNEY :



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Attorneys

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Your Reference: MR Y CONDOGIANNIS/~~XXXXXXXXXX~~
Our Reference: MS P CLARK/~~XXXXXXXXXX~~

09 November 2010

Houghton Harper
PER FACSIMILE: (011) 648-4894

PRINCIPAL MEMBER : ~~MR W. STRONG~~
DEPENDANT MEMBER: ~~MRS DEBRA STRONG~~
DISCOVERY MEMBER NO. : ~~14281970~~

We refer to our letter dated 9th July 2010 and to which we have not yet had the courtesy of a reply.

Please urgently let us have the duly signed undertaking.

May we remind you that should we not receive the undertaking and/or your/the member's co-operation herein, Discovery may as they are entitled to do, reverse all payments made by them relating to the accident and disavow liability for any future medical/hospital expenses related to the accident.

We trust the above will not be necessary.

Yours faithfully
MUNRO, FLOWERS & VERMAAK
Per: *MS P CLARK*

Partners: Stephen Flowers BA LLB (Wits) Karen Vermaak BA LLB (Wits)
Assisted by: Melanie Gaddin BA LLB (Wits) Paula Clark BA LLB (Wits) Sonett Harding B.Proc (UFS)
Anaya Buys B.Proc (RALI) Thandi Mbewe BA LLB (Wits) Elizabeth Parker LLB (UNISA)