

20. AUG. 2009 10:03

NO. 488 p.p. 2

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

I, the undersigned Mr Mark Bolton Membership Number 075770130 do hereby state and agree as follows:

1. I am aware of Discovery Health's Rule 75 & 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 BOBROFF 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 26 January 2006 and which have been recovered, subject to any appointment that may be applied in terms of the Appointment of Outgoings 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 discover 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.

10. We undertake only to reimburse Discovery Health
SIGNED at ... on ... 28th April 2009

MIRABER: [Signature]

I, Mr T ... 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:
 10 Federal Office, 53rd Street, P.O. Box 2279, Nairobi 2128 Tel (011) 528 597, Fax (011) 529 2901 or (011) 528 2902, www.bobroff.com
 Director: L. Wepener (Chairman), A Gave (Group CEO), N S Koppelaar (CSO), Dr B A Dink, J P Ruyter, Dr N J Dlamini, S B Eskin (USC),
 M J Minton (Legal), P T V Mphahlele (Finance), J M Mosenza (CG), J E Szwed, S Smitzberg, S D Xinyo, S V Tlou, (Secretary)
 Secretary: M Tsohe.

for any medical bills paid by the Party Accused
 IN RESPECT OF THE ACCIDENT ON THE 26th
 2006.

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