

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

**(To be completed by Claimant)**

We, the undersigned,..... Membership  
No.....**2987708**....., do hereby state and agree as follows:

1. I am aware of Discovery Health’s Rule 15.6 & Annexure “C” Exclusion 1.1 (as amended from time to time) pertaining to payment of medical and hospital costs (“the costs”) arising from any incident giving rise to a claim for which any other party may be liable and which is set out hereunder

*“15.6. In the event that a member or dependant becomes entitled to any benefit for medical services rendered in the treatment of an injury sustained as a result or arising out of the negligent driving of a motor vehicle by a person within the Republic of South Africa, the member or dependant shall:*

*15.6.1. be obliged to take all steps which are necessary to timeously submit to the Road Accident Fund (“RAF”) established in terms Act 56 of 1996, a claim for compensation for the costs of any health care services performed and which in the future may be necessitated in connection with such injury, and*

*15.6.2. advise and keep the Scheme advised of the progress in relation to such claim for compensation; or admission of such claim by the RAF, advise the Scheme of the terms of such admission, including any terms relating to any undertaking by the RAF to make payments of the costs of any future medical expenses, in which event the Scheme shall be entitled to recover payment of any benefit in respect of health care services for which the RAF has undertaken to make payment.*

Read with: ANNEXURE C - EXCLUSION 1.1

*With due regard to the prescribed minimum benefits and unless otherwise provided for or decided by the Board, expenses incurred in connection with clause 15.12 of the Main Body as well as any of the following, will not be paid by the Scheme:*

*1.1 All costs of whatsoever nature incurred for treatment of sickness, conditions or injuries sustained by a member or a dependant and for which any other party is liable. The member is entitled to such benefits as would have applied under normal conditions, irrespective of the lapse of time. The member will reimburse the scheme for medical expense on receipt of payment from the other party. In this regard, the amount due to the scheme will be congruent with the compensation awarded in respect of medical expenses.”*

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 undertake to include in my claim (and instruct my attorney to include in my claim) in particular all hospital, medical and related expenses which Discovery Health has paid on my behalf in respect of treatment received arising out of injuries sustained by me and/or my dependant in an accident/incident and for which a third party is liable to compensate me and/or my dependant.

4. I hereby irrevocably instruct my attorneys (and agree to instruct any other attorneys that I may appoint in future), to reimburse Discovery Health all hospital, medical and related expenses that Discovery Health has paid as stated in paragraph 3 above in an accident/incident which occurred on ..... The reimbursement to Discovery Health of such expenses is limited to the extent to which these expenses have specifically been paid by Discovery Health and recovered from the liable

third party and subject to any apportionment that may be applied to my claim for compensation in terms of the Apportionment of Damages Act (hereinafter referred to as "the costs").

5. I have been informed that in the event of my failure or my attorney's failure to reimburse "the costs" to Discovery Health, I will be in breach of Discovery Health's Rules and they reserve the right to terminate my membership.
6. In the event that payment of "the costs" is made directly to me by the liable third party or my attorney, I personally and irrevocably undertake to repay "the costs" immediately to Discovery Health.
7. I confirm having instructed my attorneys to repay "the costs" due as set out above, within seven (7) days upon receipt thereof from the liable third party, whether payment is made by way of interim, staggered or final payment.
8. I further confirm having instructed my attorneys to submit all invoices to the liable third party in respect of "the 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. I further confirm having instructed my attorneys, prior to the finalization of the claim, to contact Attorneys **NORMAN BERGER & PARTNERS INC**..... to ensure that all the hospital and medical accounts disbursed by Discovery Health, relating to the accident/incident, have been included in the claim against the liable third party.
10. 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.
11. I hereby specifically consent to Discovery Health obtaining information related to my claim in respect of past hospital and medical expenses, directly from the Road Accident Fund.

SIGNED at ..... on .....2014.....

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 : .....