

# POWER OF ATTORNEY

Name \_\_\_\_\_

Identity number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tel Work/ Home \_\_\_\_\_

Fax Number \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Discovery Member Number \_\_\_\_\_

**(PRINCIPAL)**

**WYNSAM WEALTH CC**

**Registration number: CK2001/039852/23**

**Domicilium address: 67 Milliken Road, Pietermaritzburg, 3201**

**(duly represented herein by Wynand Venter)**

**(AGENT)**

**WHEREAS** It has come to the Principal's attention that Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health have charged fees for an ancillary service fee that it was not at liberty to charge and which amount the Principal would not have paid if it had the choice;

**AND WHEREAS** the Agent intends to enter into negotiations or alternatively institute legal action against Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health with the view to obtain the repayment of the amounts charged by Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health for the total undue ancillary service fee paid to Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health.

NOW THEREFORE THE PRINCIPAL APPOINTS THE AGENT AS ITS LAWFUL AGENT FOR THE AFORESAID PURPOSE:

**APPOINTMENT OF AGENT:**

The Principal hereby appoints Wynand Venter of Wynsam Wealth CC (hereinafter called "the Agent") to be his lawful agent for managing and transacting my business and affairs with regards to the proposed negotiations and legal action to be taken against Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health and in this regard the Principal appoints the Agent for the following purposes:

**1 To negotiate and commence proceedings**

To negotiate with Discovery Health and/or Discovery Health (Pty) Ltd or any

other subsidiary or associated company of Discovery Health in order to obtain repayment of the undue ancillary service fees and to commence any action relating to the proposed legal proceedings for such relief as the Agent or his advisors shall think necessary for the recovery or protection of my rights or claims and to prosecute, discontinue, abandon or compromise any such action or proceedings and to appeal against any judgment or decision of any court or tribunal in any such action or proceedings. To demand, sue for and recover from any person or persons all debts, sums of money and goods whatsoever which now are or which at any time hereafter may be due, owing or be payable to me and upon receipt thereof to make, sign and deliver such receipts and releases.

## **2 To settle accounts or claims**

To settle any account or claims or reckoning whatsoever relating to the claim against Discovery Health and/or Discovery Health (Pty) Ltd or any other subsidiary or associated company of Discovery Health, with any person or entity whomsoever and to pay or receive the balance thereof as the case may require.

## **3 To compound or compromise claims**

To compound with, or make allowance to any person or entity in respect of the said debts or any other debt or demand whatsoever which is now, or may at any time hereafter become due or payable to me and to receive any composition or dividend thereof, and to give receipt, releases or other discharges for the whole of the said debts, sums or demands, and to settle or compromise every such debt or demand and every other claim or dispute which may arise there from and to allow time for the payment of any such debt or demand (with or without security) upon such terms as the Agent may think fit.

**4 To submit claims to arbitration**

To submit to arbitration all claims, demands and disputes which may presently subsist or which may at any time hereafter arise between me and any person or entity with regards to the proposed legal proceedings and, for the purposes of such arbitration, to make the necessary appointments and sign and execute all acts, deeds of submission or other instruments that may be necessary or usual for that purpose.

**5 To incur expenditure**

To pay all taxes, charges, expenses and other expenditure whatsoever payable by me on account of my participation in the proposed legal proceedings as the Agent shall think necessary and desirable which expenses shall be for the Agent's account..

**6 To do all acts expedient for management of property**

Generally to do all such acts and things as may be necessary or expedient in connection with the proposed legal proceedings as fully and effectually as I could do.

**7. To choose domicilium citandi et executandi**

To choose *domicilium citandi et executandi* on my behalf.

**8. To do all necessary acts**

In general to do all acts and execute all deeds whatsoever with regards to the

proposed legal proceedings and concur with persons jointly interested with myself therein, doing and suffering all acts and executing all deeds herein either particularly or generally described, as amply and effectually to all intents and purposes as I could do in my own person if this deed had not been made.

## **9. To take joint action**

In the case of all the foregoing powers, in respect of the proposed legal proceedings to join with such other persons as may be necessary or advisable in the exercise of all or any of the foregoing powers, and similarly, where such powers can be more effectively exercised by joining with other claimants, to join with such persons and in all such cases to apportion any money to be received or expended and where such money is received to give a good discharge for any apportioned part.

## **10 Power to appoint substitutes**

10.1 I hereby grant to the Agent power to appoint legal representatives and acknowledge such appointment in the event that the Agent has already appointed legal representatives for the proposed legal proceedings.

10.2 I hereby ratify and confirm and promise at all times to allow, ratify and confirm all and whatsoever the Agent or the said legal representatives shall lawfully do or cause to be done in or about my affairs by virtue hereof, including anything which shall be done between the revocation of this deed by my death or any other manner and notice of such revocation reaching the Agent or the said legal representatives.

10.3 I hereby declare that as against me and persons claiming under me

everything which the Agent or the said legal representatives shall lawfully do or cause to be done in pursuance of this deed after such revocation as aforesaid shall be valid and effectual in favour of any person claiming the benefit thereof and acting in good faith who, before the doing thereof, shall not have had express notice of such revocation.

10.4 I confirm that I was made aware of my claim against Discovery Health and/or Discovery (Pty) Ltd or any other subsidiary or associated company of Discovery Health by the aforesaid Wynand Venter on date of signature of this power of Attorney, alternatively on \_\_\_\_\_ before I signed the Power of Attorney.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2007, in the presence of the undersigned witnesses:

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2007, in the presence of the undersigned witnesses:

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

AGENT: \_\_\_\_\_