

21st September 2005

Mr Magwaza
Claims Executive
Road Accident Fund
Head Office
Pretoria

PER E – MAIL

Dear Sirs

COMPLAINTS WE REQUEST YOU TO ADDRESS

It is with regret that we address you, as we are aware of the difficulties your Fund has faced in the past two years. However, the issues we request you to address can no longer be left unresolved as they are compromising us in the execution of our duties towards our Clients who have consulted us in regard to their claims against the Fund. Our complaints embrace a number of issues which will be dealt with separately as follows:

1. **DISCHARGES**

The claims mentioned below have been settled and acceptance letters have been sent to your claims handlers, but we cannot obtain the discharges and this is holding up our Clients' receipt of payment to which they are entitled. We have to make numerous telephone calls and are constantly told to call back within forty eight hours. When we call back we are referred to someone else and the process begins again. We are then informed that the discharges have not been prepared as you do not have our letters accepting the settlement on file. These letters have been timeously sent to you and are misfiled in your offices. Our Clients who have been informed of their settlements are pressing us for payment and because of your inefficiency we are compromised.

The matters are tabulated below as follows:

CLAIMANT	CLAIM NUMBER
Sekhampunyane	22/510599/076/2
Mdudi	20/637688/72/0
Masilo	22/573939/076/0

Radebe	10/561859/01/8
Leteane	22/494938/076/0

Please investigate and report back to us why the discharges are not forthcoming and why we are being treated this way and at the same time please accelerate the finalization process.

Please advise whether we are expected to incur more costs for ultimate payment of these amounts by instituting further legal proceedings against the Fund

2 **UNPAID BILLS OF COSTS**

Our Bills of costs have been settled some two months ago yet we have not received payment. This is delaying our conclusion of the matters for our Clients who again believe we are dragging our feet.

The affected matters are tabulated below as follows:

CLAIMANT	CLAIM NUMBER
M.S. Rapuleng (R7043.16)	22/573948/076/2
M.E. Tsielo (R8380.71)	22/521948/076/5
Mtwezi (Mzwaki) R6961.81	22/465276/072/2

Please investigate and report back to us why the payments are not forthcoming and why we are being treated this way and at the same time please accelerate the finalization process.

Please advise whether we are expected to incur more costs for ultimate payment of these amounts by instituting further legal proceedings against the Fund.

3 **DEFAULT JUDGEMTS**

In numerous matters after we issue summons your handlers do not pay or deliver a Notice of Intention to Defend timeously.

Because we cannot compromise our Clients we have resorted to launching Applications for Default Judgments in both the High Court and the Magistrates Court.

As a matter of courtesy we notify your handlers in writing and we serve our Notices of Set Down on you even although we are not obliged to do so.

We then find that in the High Court the day prior to the hearing we are served with a Notice of Intention to Defend coupled with a request to withdraw our Applications. We do this if we receive a tender to pay our wasted costs and in a number of instances have taxed these costs at R3000.00 or thereabouts per matter. Apart from the inconvenience and waste of time, these are unnecessary costs which are wasted in each instance.

In three of our matters we have obtained judgment by default against the Fund in the Magistrates Court and writs have been issued and are in the process of being served. We anticipate being faced with rescission Applications and the stance we have decided to adopt is to oppose the applications as you have had adequate notice of our intentions and you have failed to act upon them.

In these cases we anticipate that rescission applications will be launched and more costs and delays will be occasioned purely because your handlers are not attending to their matters when they ought to be resulting in incredible wasting of time and incurring of further unnecessary costs. In our view there would be no basis for you to obtain rescissions given the notifications we have given you of our intentions which have just been ignored.

As you will readily observe a number of copies of this letter have been transmitted to other interested parties including the Johannesburg Attorneys Association, the Vice President of the Law Society for the Northern Provinces, and SAAPIL. These bodies are also being requested to address problems confronting us by the Magistrates and Judges on a daily basis.

4 WTIDRAWAL OF ADMISSIONS

In two matters we are pursuing at the moment, you:

Instructed your Attorneys to concede the merits in favour of the Plaintiff and your Attorneys have filed notices in this regard.

Upon a later investigation you have found that the accident was a "hit and run" and now you wish to avail yourself of the opportunity of denying the claim as the claimants affidavit was not filed within 14 days of the accident.

You are now going to have to overcome the difficulty of succeeding in withdrawing your admission and denying the claim.

We believe that once an admission or concession has been made by your Attorneys filing notices, it ill behoves you to now deny the claim on technical grounds. We would submit that this is disingenuous dishonourable conduct ill befitting of an organization committed to compensating road accident victims who are injured in motor accidents.

Your comment and explanation of your Policy in this regard is eagerly awaited.

5 **SETTLEMENTS**

Payment dates stipulated in offers of settlement, irrespective as to whether such offers emanate from your claims handlers or are in terms of tenders made by your Attorneys and which are accepted are not being adhered to.

In a particular matter of **KAREN VAN DER WESTHUIZEN**_a tender made by your Attorneys stipulating that payment would be made on 28th August 2005, was accepted. Payment was not made on 28th August 2005. Our Client telephoned the Fund and was advised by your claims handler that no record of the offer or of the settlement appeared on your system. A complaint about us was lodged as to how we could advise the Client a settlement was effected when your records did not reflect this. We immediately contacted your Attorneys who confirmed that immediately upon the receipt of our acceptance of the tender; your Attorneys reported this fact to you and furnished you with our Banking details. Your Attorneys intervened and on 12th September 2005, our Client was

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advised that payment had been made electronically to our account. This payment was only made to our account on 15th September 2005, and our Client believed that both in respect of the conclusion of the settlement and in regard to the payment we had irretrievably compromised her, notwithstanding our production to our Client of the documents supporting the conclusion of the settlement and the date upon which we received payment.

This seems to be a trend which is occurring with increasing frequency.

6 INCURRING OF UNNECESSARY COSTS

We have noted a number of matters where actions we instituted on behalf of Clients are defended and the matter proceeds to be enrolled for Trial.

On the afternoon prior to the hearing of the Trial your Attorneys receive an instruction to make a tender, and the matter is settled on the date of the Trial. These matters ought to be settled at a much earlier stage and are not because your handlers and litigation officers only apply their minds to the issues in question at the eleventh hour.

It is obvious that when matters are settled at this stage the cost liability for the Fund is markedly higher than if the settlement was achieved at a much earlier stage. In the main the cost liability is significantly increased as invariably the medical expert is at Court and his qualifying fee in a substantial sum has to be paid.

We would believe that we as Attorneys and the Fund have a common objective to work towards finalizing the claim as quickly as possible at the minimum exposure by the Fund for costs. On the contrary limited funds are being squandered.

We would have thought that in the light of the financial difficulties faced by the Fund every effort would have been made to conserve costs and to keep them to a minimum.

The vast majority of our Client's are financially strapped and are suffering unnecessarily because of the late settlement of their

claims and all of them do not have the resources to fund the treatment of their injuries. Settlement of their claims at this stage cause them irretrievable prejudice and unnecessary discomfort.

7 POOR SERVICE LEVELS

We have occasion and the need to communicate with the Fund on a daily basis, which entails telephoning its offices in Pretoria and Johannesburg. It matters not who we have to communicate with or the nature of our communication but attempting to raise anyone at the Fund on the telephone, is invariably going to become an exercise of the utmost frustration and the cause of unnecessary stress. Telephones are not answered and even switchboards are allowed to ring off the hook. Claims handlers take their telephones off the hook resulting in no one being able to reach them. Telephone messages are never returned. Letters transmitted by fax take an unnecessarily long period of time to reach the desk of the claims handler. Letters are not responded to, and we have been requested over and over again to re transmit copies of documents to your handlers.

Our Clients find our explanations impossible to accept. In frustration they telephone the Fund and are given incorrect and misleading information sharply conflicting with the information we have transmitted to them. Our credibility is placed in doubt and we are irretrievably compromised.

You will note that in the exercise of our duty we are being frustrated at every turn and your intervention is sought to alleviate these problems. We wish to achieve a situation in which with efficiency, courtesy, competence, and fairness, we can be of utmost service to our Clients working in an environment of mutual understanding, respect, tolerance and co- operation. It is in this spirit that we have addressed you and hope that with your intervention we can find a solution to our mutual benefit and satisfaction.

We look forward to the receipt of your favourable response.

Yours faithfully



bove attorneys

VICKY BOVE

cc The Chief Executive Officer RAF;
per e- mail

Ms Yvonne Messiah
Per e mail

Mr Ronald Bobroff
Vice President Law Society of
The Northern Provinces
Per e- mail

The Johannesburg Attorneys Association
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The Chairman
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