



Underwritten by



## Oneplan On-The-Go Policy Wording

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Effective Date: 12 July 2018  
Version: 2.0

## PERSONAL INSURANCE POLICY

You must currently be a Oneplan client with an active Oneplan policy to qualify for this product.

The personal insurance policy you have selected is a unique insurance product which covers the assets that you take away from your home. The On-the-Go policy is a value-added product which may be selected should you have an active Oneplan Health, Oneplan Pet, Oneplan Car and Household Policy. The On-the-Go Policy covers your specified assets.

There are general and specific terms, conditions, exclusions and extensions applicable to the type of cover you buy. They are set out in the specific sections. It is important to take note of each general and specific terms, conditions, exclusions and extensions applicable to ensure you fully understand the unique cover of each section. This policy wording is generic and must be read in conjunction with your schedule as not all cover may be applicable to the plan or option that you have selected.

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## SECTION A

### YOUR ONEPLAN SHORT TERM INSURANCE POLICY

#### 1. The policy is your contract

This policy is an insurance contract with Bryte Insurance Company Limited. We pay all valid claims if you comply with the terms and conditions of this policy. There are events and items that we do not cover, or that we only pay a maximum amount for.

#### 2. Three sets of information make up this contract

Your policy is made up of three sets of information: the policy terms and conditions, your policy schedule and your proposal information as captured on the Oneplan Mobile App. These three sets of information are your whole contract with us. Only promises and statements contained in these three documents form part of the policy. The promises or statements may be made by you or us. Should there be any dispute as to the information provided, the policy wording that can be found in the self-service login on the website [www.oneplan.co.za](http://www.oneplan.co.za) will be deemed to be correct and will be the basis of this agreement.

#### 3. The policy terms and conditions (this document)

This document sets out the policy terms and conditions. They include your rights and duties, our rights and duties, how to claim, and events and items that we do and do not cover.

#### 4. Your policy schedule

Your policy schedule contains information that is particular to you. It includes the type of cover you have bought, the amounts you are covered for, the premiums you must pay and the excesses that apply and will specify the Period of cover selected.

Changes to your cover (endorsements) are set out on updated schedules.

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## 5. Your proposal information

We use your proposal information to calculate the cover that you receive and the premiums that you pay. See *"To give relevant, complete and true information"* on page 5.

### SECTION B

#### DEFINITIONS AND GUIDELINES FOR INTERPRETATION

##### 1. Definitions

The table below shows definitions that apply to the entire policy. The words given in the left-hand column of the table have the meaning given in the right-hand column. There are also definitions in each section that are specific to the types of cover. Words that are defined in the policy are underlined, except for the words 'you' and 'we'. However, 'you' and 'we' are underlined when defined in a specific section.

You:	The insured Person named on the schedule.
We:	Oneplan Underwriting Managers (Pty) Ltd, FSP43628.
Maximum amount of cover:	The most we will pay out for the events and items we cover. This amount is shown on the schedule and contained on the Oneplan Mobile App
Accident or accidental:	A sudden, unplanned and unfortunate event caused by external, visible and violent means and that might result in loss, damage, injury or death.
Period of cover:	The days that we provide cover for, as shown on the schedule.
Oneplan Mobile App:	A mobile application that can be downloaded from either the Google Play store or App store on your Phone. The application is to shorten the claiming process through innovative card technology and the administration of your policy.
Start date:	The day that the selected cover begins for the first time. The start date is shown on the schedule.
Excess:	The amount you are responsible for paying towards your own claim. The excesses are shown on the schedule.
Schedule:	The document that lists the detail of the insured property, cover and limits
Warrant:	Guarantee of facts or conditions that we can rely on as true.
Territory:	Anywhere in the world including transit by land, sea or air.
Insurer:	Bryte Insurance Company Limited, FSP17703.
Consequential loss:	Loss or damage that arises as a result of a covered event.
Act of violence:	Murder, assault, robbery, rape, hijacking, armed hold up, violent theft or attempted theft.
Cover Period:	The period of cover as stated in the schedule for which payment has been received, but no less than a 24-hour calendar day.
Payment:	The payment is due and payable on or before the start date and will be paid from the debit card or credit card details provided through the Oneplan Mobile App.
Third party:	A person other than you or us.

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## 2. Guidelines to Interpretation

### 2.1 Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

### 2.2 Headings

Headings are aids to reading and understanding, and are not terms in themselves.

### 2.3 Examples

Examples are aids to understanding the meaning of the terms and conditions. They are not terms or conditions in themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

### 2.4 Calculating days

Where any number of days is given those days are counted to include the first and the last day.

### 2.5 Legal responsibility

A legal responsibility (liability) is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

### 2.6 Including

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### 2.7 Reference to laws

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

### 2.8 Forms of words

Words used in one form have their corresponding meaning when used in another form. For example: 'to claim', 'claiming' and 'claimed' have the same meaning; 'you', 'yours' and 'your' have the same meaning; 'we', 'us' and 'our' have the same meaning.

### 2.9 May, may not and might

The word 'may' means 'is entitled to' or 'are entitled to'. 'May not' means 'is not entitled to' or 'are not entitled to'. The word 'might' expresses possibility.

## SECTION C THE GENERAL TERMS AND CONDITIONS

### 1. General and specific terms and conditions

There are General and specific terms, conditions, exclusions and extensions applicable to the type of cover you buy. They are set out in the specific sections.

### 2. Your duties under this policy

2.1 To give relevant, complete and true information without mis-description or exaggeration.

#### 2.1.1 How we use the information

You must give us relevant, complete and true information about yourself, the people you represent under this policy and the specific items you ask us to cover. We use this information to calculate your cover and premiums.

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Relevant information is information that a reasonable person would consider is important to give to an insurance company to calculate premiums and cover.

#### 2.1.2 How information is given to us

The “information” refers to the information given to us at any time before or during cover, as reflected on your policy schedule. If you authorise anyone else to act on your behalf, it is your responsibility to make sure that the information we receive is relevant, complete and true.

#### 2.1.3 Tell us about any changes

You must tell us immediately if there are changes to any information we have on record for you, the people you represent or the items we cover. Your information must be updated via the Oneplan Mobile App.

#### 2.1.4 Our rights if you do not comply

If you do not give us relevant, complete and true information or if you do not immediately inform us of any changes or if you do not comply with a warrant in a section, we have the right to do any one or more of the following:

- a. Change the terms and conditions of your policy;
- b. Cancel your policy or any section of your policy from any date we choose. We have the right to keep your premiums for the cover you have had until the date of cancellation;
- c. Treat your policy as if it had never started. In this case, we will refund your premiums;
- d. Not pay out your claim;
- e. Recover from you any amounts we have paid for previous claims if they were based on incomplete or false information.

#### 2.2 To pay your premiums in time

- The schedule will show the cover taken. The amount is payable immediately from your debit or credit card as supplied by you via the Oneplan Mobile App. Cover will not be in place if the payment is not received at the time of purchase or prior to inception.

#### 2.3 PREMIUM

The premium is payable on the date of purchase by credit or debit card. The payments will be processed directly by Oneplan Underwriting Managers (Pty) Ltd. When the premium is successfully deducted the policy will incept as per the date reflected on the Policy Schedule and deactivated or cancelled on the date the cover ends. Cover shall cease at 24H00 on the last day for which the premium has been collected.

##### 2.3.1 Tell us about any changes to your banking details

You must tell us if your bank details change. If your bank details change and we are unable to collect premiums from your account, your policy will end and you will no longer be covered. If the bank makes a mistake that results in your debit order not going through, your policy will not end. However, you must send us proof that it was the bank's mistake.

If we still cannot collect this premium, the policy will end on the last day of the month that we received a premium.

#### 2.4 To care for your items

- 2.4.1 You have a duty to care for the items we cover.
- 2.4.2 You must take all reasonable care to prevent theft, loss or damage, bodily injury and accidents.
- 2.4.3 You must not be reckless or deliberately cause any theft, loss or damage, bodily injury and accidents.

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After an event that we cover takes place:

- a. You must not be reckless or deliberately cause further loss or damage; and
- b. You must take all reasonable steps to prevent further loss or damage. We have the right to reject your claim if you do not comply with this condition.

## 2.5 To use the product and service suppliers that we have appointed

If we require it, you must use the service and product suppliers we appoint. We will give you their details when you claim for a covered event.

We will consider any reasonable request for you to use your own service or product suppliers. You must receive our consent in writing before you do so.

## 2.6 To help us to recover lost or stolen items

If we pay a claim for lost or stolen items, you must help us to recover and identify those items. This includes appearing in court as a witness, if necessary. We will pay your reasonable expenses in helping us. If any items are recovered, they belong to us.

We have the right to recover from you any claims we have paid if you refuse to give us this help.

## 3. Your rights under this policy

### 3.1 To cancel the policy or any section of it

You have the right to cancel this policy in writing at any time. If you cancel prior to inception, we will refund you the portion of your premium that you have paid in advance for cover after the cancellation date. We do not accept claims for events that happen after the cancellation date. Cancellation requests must be sent in writing to [cancelpolicy@oneplan.co.za](mailto:cancelpolicy@oneplan.co.za).

### 3.2 To claim after an event happens

#### 3.2.1 Process for claiming

Before you claim, check the events and items that we do not cover in both this General section and the specific section your claim relates to.

Only you have the right to bring a claim under this policy.

#### a. Report accidents and crimes to the police

You must report to the police any of the following events that might lead to a claim:

- A crime, including theft or malicious damage to items;
- Lost or stolen cell phones or cell phone equipment.

#### b. Tell us about the event as soon as possible

You must tell us as soon as reasonably possible but not later than 30 days after an event that could lead to a claim, including a claim by a third party. You must tell us even if you choose not to claim so that we can manage the costs of any future claims by any third party.

For claims involving a crime, you must take all reasonable steps to find out who is responsible.

#### c. Give us details of the event in writing

As soon as reasonably possible, but not later than 30 days after the insured event, you must give us full details of the event in writing. We or your broker will send you a claim form to complete, or you can download one from our website at [www.oneplan.co.za](http://www.oneplan.co.za).

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You must send us all proof (including proof of purchase or proof of ownership), valuation certificates, photographs and information that we may ask you for during the claims process. Should you not have tangible proof in the form of invoices or written proofs, we may require information as could reasonably be expected to be at your hands.

**d. Tell us if you have other insurance**

You must give us details of any other insurance policy you have that might cover the event or item you are claiming for. See *'To pay only a portion of cover'* where you have other cover on page 8 for more details.

**e. Tell us immediately about any claims that are brought against you**

You must tell us immediately if any letter of demand, notice of claim, summons or other legal process is brought against you relating to a covered event. You must send us a copy of the document immediately after you receive it. If you do not comply with this condition and we are negatively affected by it, we have the right to reject your claim.

**f. There are time limits to claiming**

We will not pay any claim after the end of 36 months from the date of the event, unless the claim is:

- a. the subject of pending legal actions; or
- b. for legal responsibility to a third party

We may agree to extend the time for claiming but we alone may decide to do so.

**g. If we reject or repudiate your claim**

If we reject your claim, we will tell you in writing. You have the right to object to our decision. Your objection must be in writing and we must receive it within 90 days of the date of the rejection letter.

If the matter is not resolved and you choose to start legal proceedings against us, you must do so within six months from the end of the 90-day period for the objection. You lose your right to start legal proceedings if you are out of time.

All time limits will be on hold while a rejected claim is being considered by the Ombud. See the Disclosure notice at the end of the schedule for how to refer disputes and complaints.

**3.2.2 Payment before the final settlement of a claim**

We have the right to pay some amounts towards your claim before it is finalised. This might be because there are delays we cannot control. We alone have the right to decide whether to pay an amount before the claim is finally settled.

**3.2.3 After payment of a claim, we have no more responsibility**

Once we have paid for a valid claim, we have no further responsibility to you or to anyone else and the item of insurance will be removed from cover.

**3.2.4 We pay claims in South Africa in Rand**

We pay claims in South Africa and in Rand, even if the event happened outside South Africa.

**4. Our rights under this policy**

**4.1 To share your personal information**

We at Oneplan, respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information.

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Your personal information herein collected is for the primary purpose of providing you with insurance cover and for all other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential; however, we shall disclose it to certain third parties as required and other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.

You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information.

You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices

For a full version of the Consent to process Personal Information is available on this link [www.oneplan.co.za](http://www.oneplan.co.za) for download. Should you decide to cancel this insurance contract you further consent to Oneplan Underwriting Managers (Pty) Ltd and Oneplan Brokers (Pty) Ltd retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only.

Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

#### **4.2 To cancel the policy or any section of it**

We have the right to cancel this policy, or any section of it, at any time but we must give you 30 days' notice in writing that we will do so. If we cancel, we will refund the portion of your premium that you have paid in advance for cover after the cancellation date. If we cancel one section only, you will still have cover for the other sections.

#### **4.3 To pay only a portion of cover where you have other cover**

We only pay our proportion of the claim if you have cover for the same theft, loss or damage under another policy. If there is a duty in the other policy to cover your property for full value, then it will also apply to this policy.

#### **4.4 Cover property for replacement value (self-insurance)**

It is your responsibility to get cover for the full replacement value of all your property. Replacement value is the amount needed to replace all your insured property with similar new property. If at the time of the loss or damage or claim, we determine that the maximum cover is less than the replacement value, then you will be your own insurer for the difference between the cover you bought and the full replacement value.

#### **4.5 To take and keep possession of items**

4.5.1 If there is or might be a claim, we have the right to take or keep possession of any damaged items and deal with them in a reasonable manner;

4.5.2 We have the right to enter premises that are the subject of a claim and to authorise other people to do so. Neither we nor our authorised representatives have any legal responsibility to you or to anyone else when they enter your premises to exercise this right;

4.5.3 You may not abandon any items that are subject to a claim even if we have taken possession of them.

#### **4.6 To conduct legal and settlement proceedings in your name**

You agree to cede by way of out and out cession all of your right title and interest to any claim arising out of an insured event. We will take over and conduct any legal proceedings and settlements in your name and may do so before or after we have paid a claim. You must do everything that we reasonably need to give effect to this right.

#### **4.7 Premium payment and holding cover**

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We are not obliged to accept premiums that are paid after the start date or anniversary date of the policy. However, we have the right to accept these premiums and we alone have the right to decide on the terms of accepting or rejecting these premiums.

If we are holding cover (which is subject to underwriting rules) on a risk, we will not reject a claim on the basis that the premium was not received or agreed to.

#### 4.8 If no Rand amounts in schedule

We do not cover an event if your schedule shows that the maximum amount of cover is:

- 4.8.1 left blank;
- 4.8.2 has no Rand amount given against it;
- 4.8.3 shown as zero, nil, not applicable, not covered, or not included.

#### 5. Our duties under this policy

##### 5.1 To pay for a valid claim

We pay up to the amount as it appears on your policy schedule for valid claims. We have the right to choose how to pay for a valid claim. We may do one or more of the following:

- a. Pay the costs to repair the loss or damage;
- b. Replace the stolen, lost or damaged item;
- c. Pay for the stolen, lost or damaged items;

#### 6. General events and items not covered

We do not cover the following events and items under any part of this policy. You must also refer to the various sections of this policy for the specific events and items that we do not cover.

##### 6.1 We do not pay for fraud, dishonesty, misrepresentation, or wilful acts

We do not pay for claims that are based on or are a result of fraud, dishonesty or misrepresentation. Misrepresentation means giving misleading or incorrect facts. For example:

- a. If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim; or
- b. If documents and information to support a claim, whether created by you or on your behalf, are not true or are fraudulent.

We do not pay for any claims for events that you, or any person colluding with you, bring about deliberately so that you can make a claim. Colluding means to act together to achieve a dishonest or fraudulent outcome.

If we pay a claim and then discover that the claim was based on fraud, dishonesty or misrepresentation, you must pay back the amount that we have previously settled or paid out.

##### 6.2 We do not pay if you break the law

We do not pay for claims arising from you deliberately breaking the law. This includes provoking an assault, disturbing the peace or any intentional misconduct.

##### 6.3 We do not pay for mechanical, electrical or electronic breakdown

We do not pay for mechanical, electrical or electronic breakdown unless shown on the schedule.

##### 6.4 We do not pay for depreciation after repairs

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We do not pay for the depreciation of an item because of repairs carried out to an item after an event. (Depreciation is the amount by which an item goes down in price.)

#### 6.5 **We do not pay for consequential loss**

We do not pay claims for consequential loss of any nature.

#### 6.6 **We do not pay for loss or damage for certain causes**

We do not pay for loss or damage from:

- 6.6.1 Wear and tear;
- 6.7.2 Any gradual operating cause (a cause that happens gradually, over time);
- 6.6.3 Decay and deterioration;
- 6.6.4 Rust or corrosion;
- 6.6.5 Mildew, mould or rising damp;
- 6.6.6 Insects, parasites, moths, rodents, vermin, termites and any other household pests;
- 6.6.7 The process of cleaning, restoring, renovating or dyeing;
- 6.6.8 Conditions of the atmosphere or climate, or the action of light.

#### 6.7 **We do not pay for loss or damage caused by your own pets**

We do not pay for loss or damage caused by domestic or tamed animals you keep as pets for companionship, including dogs, cats or hamsters.

The definition of pets does not include wild animals, livestock, exotic animals, birds, reptiles and fish. These are animals that live freely in their natural environment and are not confined in any way.

#### 6.8 **We do not pay for events and items covered by Sasria**

Sasria cover is automatically excluded in this policy for all sections of cover that it implies to. (See Section B 1 Definitions.).

#### 6.9 **We do not pay for war, riots, labour strikes or terrorism**

We do not pay for any claims for events resulting directly or indirectly from any one or more of the following:

- 6.9.1 Labour disturbances, riots, strikes, lockouts, public disorder, or any acts that are aimed to cause these;
- 6.9.2 War and warlike activities, for example, invasion, acts of foreign enemies, and civil war (whether war is declared or not). We do not pay for events related to war, whether or not a fund has been established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar law in any country to which this policy applies
- 6.9.3 Martial law, mutiny, military uprising or a stage of siege, or any event which might be the cause of these;
- 6.9.4 Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- 6.9.5 Acts or attempts to overthrow the government or any local or tribal authority by force or through fear, terrorism or violence;
- 6.9.6 Events resulting directly or indirectly from terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts, whether harmless to human life or

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not, by any person or group of people acting alone or in a group. It includes any acts committed for political, religious, personal or ideological reasons.

6.9.7 The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

**6.10 We do not pay in violation of sanctions**

We do not pay for claims where doing so would violate trade or economic sanctions imposed by law.

**6.11 We do not pay for confiscation by lawful authorities**

We do not pay for claims for loss, damage, bodily injury or legal responsibility if a lawful authority takes the insured items. For example, if a lawful authority confiscates, seizes, attaches, impounds, nationalises or commandeers the items.

*For example:*

1. *John is talking on his cellphone in the car. A policeman stops John and confiscates his cellphone. We do not pay claims for the confiscated cellphone.*
2. *The Sheriff of the court takes possession of or removes your goods after a court order to attach your property. We do not pay for claims for your goods.*

**6.12 We do not pay for claims related to nuclear material**

We do not pay for claims resulting directly or indirectly from any of the following:

- a. Ionising, radiation and radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission;
- b. Contamination from nuclear material in any form, including from nuclear waste;
- c. Nuclear fission or fusion;
- d. Nuclear weapons or nuclear explosion.

We do not pay for these claims even if another event or cause contributed to the loss, damage, cost, expense, death or bodily injury, or legal responsibility to third parties. This is regardless of which event or cause happened first.

**6.13 We do not pay for legal responsibility to third parties related to contracts**

We do not pay for legal responsibility to a third party arising from a contract you entered into unless you would have been responsible even if there was no contract.

An exception is that we will not reject a claim if our rights have been negatively affected by a contract you have with a security provider, if the contract relates to protecting your items.

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## SECTION D

### ON-THE-GO

#### 1. Definitions and explanations specific to this section

The definitions must be read in conjunction with the General definitions, General terms and conditions, General events and items not covered of this policy. In this section, territory means anywhere in the world including transit by land, sea or air.

Specific items cover (all risks) insures you for items that you might take out of your home (the common address as noted on the Policy Schedule) or wear while out of the home, and for items of high value.

Specified items mean items listed individually on the schedule.

#### 2. Items we will insure

- 2.1 Handbags, briefcases and similar items, and anything they contain;
- 2.2 Clothing & Leather Clothes;
- 2.3 Items you would normally wear or carry, including sports equipment you own or are legally responsible for;
- 2.4 iPods, MP3 players and other portable audio and visual equipment (such as a portable DVD player);
- 2.5 Baby push carts and car seats.
- 2.6 Pedal cycles (for example a bicycle);
- 2.7 Wheelchairs;
- 2.8 Musical instruments. We will cover these items if you use them only for a hobby or part-time income;
- 2.9 Removable car sound reproduction and audiovisual devices including accessories installed in any vehicle;
- 2.10 Cameras and photographic equipment. We will cover these items if you use them only for a hobby or part-time income.;
- 2.11 GPS devices;
- 2.12 Electronic games and sound or audiovisual recording equipment and their accessories (including video recorders, camcorders, Playstation and Wii);
- 2.13 Camping equipment (list to be provided);
- 2.14 Fishing equipment (list to be provided);
- 2.15 Horse riding equipment (list to be provided);
- 2.16 Hang gliders, parachutes and windsurfers;
- 2.17 Canoes, sailboards, surfboards, and kite boards;
- 2.18 Diving Equipment (list to be provided);
- 2.19 Caravan and trailer contents, including camper trailers;
- 2.20 Cellular Phone and Accessories
- 2.21 Walka (handheld TV, small rechargeable lightweight portable device);
- 2.22 Portable computer equipment and accessories (such as laptops and palm tops, iPads and tablets).

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2.23 Prescription glasses/contact lenses and/or sunglasses.

### 3. **Other events and items we cover**

3.1 Theft, accidental loss and damage.

We pay for theft and accidental loss or damage to:

3.1.1 Your specified items;

3.1.2 The specified items of others if you are legally responsible for those items.

### 3.2 **Unattended vehicles**

For theft or accidental loss from an unattended motor vehicle, we pay only if one or both of the following conditions are true:

3.2.1 There was visible, violent and forcible entry into or exit from the locked boot, locked interior or locked compartment that forms part of a locked motor vehicle;

3.2.2 The motor vehicle was involved in an accident at the time of the theft or loss.

### 3.3 **Unattended caravan, trailer or watercraft**

For theft or accidental loss from an unattended caravan, trailer, or watercraft, we pay only if one or both of the following conditions are true:

3.3.1 There was visible, violent and forcible entry into or exit from the caravan, trailer or watercraft and all windows, doors, luggage compartments and the roof of the caravan were properly closed and securely locked;

3.3.2 The caravan, trailer or watercraft was involved in an accident at the time of the theft or loss.

We do not pay for loss or damage related to any act of fraud or dishonesty by anyone that you lend or hire the caravan to.

### 4. **Events and items not covered**

These exclusions are in addition to the General terms and conditions, General events and items not covered.

#### 4.1 **Items not covered**

We do not cover any of the following:

4.1.1 Vehicles, watercraft and aircraft;

4.1.2 Sporting equipment whilst in use, other than golf clubs or pedal cycles whilst taking part in social trail runs. We do not provide cover if you are a professional golf player or cyclist.

4.1.3 The following items inside caravans and trailers at the time of the theft, accidental loss or damage:

a. Fixtures and fittings;

b. Side tents;

c. Cash;

d. Tools, goods and samples in connection with any trade or business; and

e. Jewellery and Watches.

#### 4.2 **Events not covered**

We do not pay for loss or damage related to any of the following:

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- 4.2.1 Chipping, scratching, chewing or denting;
- 4.2.2 Glass, glassware or any fragile article due to cracking or scratching unless caused by theft or fire;
- 4.2.3 Alteration, repair, maintenance, decoration, restoration or renovation;
- 4.2.4 Anything covered by any guarantee, service contract or any purchase contract of any type;
- 4.2.5 Defective design or materials;
- 4.2.6 The cost of reproducing sounds, data, or images on tapes, film or digital or other medium;
- 4.2.7 Property that is bought specifically to be sold in a business transaction;
- 4.2.8 Derangement of firearms (Derangement means using something in a way it was not designed for that leads to breakdown or incorrect alignment of parts);

## 5. **Conditions specific to your Specific items cover (all risks)**

These conditions are in addition to the General terms and conditions on pages 5 to 14 of this policy. We do not pay for any loss, theft or damage unless the relevant conditions are met.

### 5.1 **Cover your specific items for their replacement value**

It is your responsibility to get cover for the new replacement costs of your items. If at the time of a claim the maximum amount of cover is less than the new replacement costs, we will pay the maximum amount of cover or less if the item can be replaced for less.

### 5.2 **Pairs and sets**

We do not pay for the special value that a pair or set might have. If one item in a pair or one part of a set is stolen, lost or damaged, we pay only for that item.

### 5.3 **Pedal cycles**

We pay for damage to pedal cycles caused by racing, pacing and trail runs but not if used for professional reasons. When a pedal cycle is not in use, you must keep it and its accessories attached by a security device to either:

- a. A permanently fixed structure;
- b. A carrier attached to your motor vehicle.

If you do not, we do not pay for loss or damage to this item.

### 5.4 **Wheelchairs**

We pay for damage to wheelchairs caused by racing, pacing and trail runs.

### 5.5 **Caravan and trailer contents**

We will pay you for the contents of caravans and camper trailers if they are specified in the schedule. We cover your insured item while it is in the caravan, camper trailer or in an attached tent.

#### **We do not cover:**

- a. A theft of insured item while the caravan and attached tent is unattended, unless there are visible signs of forced entry;
- b. Theft of insured item from the camper trailer or trailer and attached tents, unless there are visible signs of forced entry;

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- c. Permanent fittings of the caravan, camper trailer or trailer. Permanent fitting are items that were fitted by the manufacturer of the caravan or camper trailer;
- d. Loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan or trailer;
- e. The terms and conditions we list under “events we do not cover” in this section also apply to the contents of caravans, camper trailers, trailers and attached tents.

#### 5.6 Horse riding equipment

If the horse riding equipment is not stored at the home, we will pay for theft only if there was violent and forcible entry into or exit from the premises where it is stored.

#### 5.7 Musical instruments

We pay for theft, loss or damage while musical instruments are in transit in a vehicle. You must check the conditions for items in an unattended vehicle, caravan or trailer in paragraph 3.2 and 3.3 above. We do not pay for loss or damage caused by a person tampering with the musical instrument with or without your permission. This is whether in your presence or when the musical instrument is left unattended. We do not pay for broken strings, reeds or drumheads.

#### 6. How we pay

We may decide to do one or more of the following:

- 6.1 Pay the costs to repair the loss or damage;
- 6.2 Replace the stolen, lost or damaged item;
- 6.3 Pay for the stolen, lost or damaged item.

#### Notice supplied in addition to the Statutory Notice supplied with this Policy

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured (you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

### SECTION E COMPLAINTS RESOLUTION POLICY

The purpose of the Complaint Resolution Policy is to ensure compliance with the Short-Term Insurance Act, Financial Advisory and Intermediary Services Act (FAIS), the Policy Holder Protection Rules for Short-Term Insurance and any other applicable legislation. We have embedded the Principles of TCF (Treating Customers Fairly) into our culture and it forms the foundation of our commitment to our policyholders.

#### 1 OUR COMMITMENT TO YOU

Our complaints policy is available to you on request, published on our website and contained in our policy documentation. All complaints will be dealt with timeously and fairly and all the relevant staff receive training on a regular basis with regards to our complaints policy in accordance with the provisions of FAIS. All our records are kept for a minimum period of 5 years and this is a statutory requirement in terms of FAIS.

All your personal information (as per the Protection of Personal Information ACT –POPI) will be held for this period. The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance practice for audit purposes, the Regulator (Financial Sector Conduct Authority) and any Ombud /Ombudsman who has jurisdiction. It is our business practice to retain records indefinitely so that we can identify possible trends and avoid similar complaints going forward.

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This information is kept in accordance with our personal policies. Corrective measures are taken to ensure that problems and shortcomings are identified and that the same complaint will not occur again. Our staff and representatives adhere to the requirements of FAIS always.

## 2 COMPLAINT MUST BE IN WRITING

For a complaint to receive the attention that it deserves, we request that your complaint is submitted to us in writing. Please ensure, that where the complaint is delivered by hand or by any other means, that you retain proof of delivery.

Please address your written complaints to:                      The Complaints Officer  
[complaints@oneplan.co.za](mailto:complaints@oneplan.co.za)

The following information must be provided for us to assist you:

- 1            Your name, surname, contact details and confirmation of where communication must be sent to.
- 2            A complete and detailed description of your complaint. Please include any supporting documentation.
- 3            Expected outcome / resolution

## 3 COMPLAINT MUST BE RELEVANT

## 4 PROCEDURE

The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:

1.            The complaint will have acknowledged within one business day of receipt.
2.            The complaint will be assessed and, if a valid complaint, will be logged into our central complaints register.
3.            The complaint will be allocated to a trained and skilled person who specialises in that type of complaint. This may not necessarily be the person to whom you addressed the complaint.
4.            The complaint will be investigated and we will revert to you with our findings within twenty-one (21) days. You may be requested to provide additional information before we provide you with a final resolution. If we require further time to investigate the complaint, this will be communicated to you in writing.
5.            You will receive a response in writing with full reasons
6.            If you are not satisfied with our solution, you may refer the complaint to the Compliance Manager of our business using the details below. The Compliance Manager will liaise with the Board who may amend the resolution or confirm it. In such a case, we will communicate that fact to you, as well as the date on which a decision will be taken.  
  
                  Compliance Manager     :                      Irene Willis  
    [irene.w@onegrp.co.za](mailto:irene.w@onegrp.co.za)
7.            If, after having referred the complaint to our Compliance Manager, you are still not satisfied with the outcome, we will regard the complaint as being unsatisfactorily resolved. In such a case, you may approach the office of the FAIS Ombud for Financial Services Providers, Ombudsman for Short Term Insurance, the Council for Medical Schemes or take such other steps as may be advised by your legal representatives.
8.            For rejected claims, you will be provided with the reasons in writing and the external complaints avenues available. If a claim is rejected, representation must be made within 90 (ninety) days of the date of the letter

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of rejection. If a dispute is not satisfactorily resolved after following the above steps, legal action may be instituted. Summons must be served within 180 (one hundred and eighty) days from the date of original letter of rejection.

9. You must, if you wish to refer a matter to the Ombud or Ombudsman, do so within a period of six months. The Ombud will not adjudicate in matters exceeding a value of R800 000.00 and the Ombudsman will not adjudicate matters exceeding R2 000 000.00.
10. The Ombud / Ombudsman Offices may be contacted as follows:

**Ombudsman for Short-Term Insurance**

Sunnyside Office Park 5th Floor, Building D  
32 Princess of Wales Terrace Parktown, JHB

**Tel:** 011 726 8900  
0860 726 890 (Sharecall)  
**Email:** [info@osti.co.za](mailto:info@osti.co.za)

**FAIS Ombud**

Sussex Office Park  
Ground Floor, Block B  
473 Lynnwood Road  
Cnr Lynnwood and Sussex Avenue  
Pretoria  
0081

**Tel:** 012 762 5000  
**Email:** [info@faisombud.co.za](mailto:info@faisombud.co.za)

11. In the event of us not reverting to you within the time periods indicated above, kindly contact Irene Willis for an explanation as to why we have not yet communicated with you. Please do not accept any communication from any person until it has been confirmed in writing.
12. Should you wish to lodge complaints regarding any interference with the protection of your personal information, you may lodge these complaints with the Information Regulator at the contact details below:

**The Information  
Regulator  
(SOUTH AFRICA)**

SALU Building,  
316 Thabo Shame Street,  
Pretoria

**Tel:** 012 406 4818  
**Fax:** 086 500 3351  
**Email:** [info@justice.gov.za](mailto:info@justice.gov.za)

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## SECTION F STATUTORY DISCLOSURES

### STATUS OF THE FINANCIAL SERVICES PROVIDER IN TERMS OF THE FAIS ACT

Oneplan Underwriting Managers (Pty) Ltd (FSP 43628) and Oneplan Brokers (Pty) Ltd (FSP 43627) are authorized Financial Services Providers, The Key Individuals approved by the Financial Services Board are:

Michael Robert Otten  
Sven Laurencik

The company registration for Oneplan Underwriting Managers (Pty) Ltd is 2009/017597/07 and for Oneplan Brokers (Pty) Ltd is 2009/017561/07. The FSP's regularly monitor the Fit and Proper Status of the representatives and confirm that according to their knowledge the representatives are Fit and Proper.

### LEGAL STATUS AND INTERESTS OF THE REPRESENTATIVE

Oneplan Underwriting Managers (Pty) Ltd is the underwriter and administrator and has written mandates with the Insurer, Byte Insurance Company Limited. Oneplan Brokers (Pty) Ltd markets Oneplan products and has written mandates to act on behalf of the Insurer. The company has no shareholding with the Insurer. Oneplan Underwriting Managers (Pty) Ltd and Oneplan Brokers (Pty) Ltd have common shareholders.

### REMUNERATION, FEES AND COMMISSION

Oneplan Brokers (Pty) Ltd receives commission from the Insurer as per the maximum permissible in addition to any fees contracted directly with any client and agreed to in writing. Oneplan Underwriting Managers (Pty) Ltd collects an underwriting and administration fee for each policy sold on behalf of the Insurer. A breakdown of the premium can be found on the policy schedule. Included in the breakdown of the fees are the commission amounts, administration fees, third party fees and any other additional fees applicable to the policyholder.

### QUALIFICATIONS AND MEMBERSHIP

The FSP's have been in the Financial Services Industry since 2010.

### INDEPENDENT STATUS OF THE FSP AND PROFESSIONAL INDEMNITY INSURANCE

In the past 12 months the FSP's earned more than 30% of its income from the Insurer. The FSP and Representatives have no financial interest in any other Insurer or product supplier. The Representatives and FSP carry Professional Indemnity Insurance

as required.

### AUTHORISATION

18

The FSP accepts responsibility for the actions of the Representatives acting in the scope and course of their employment. The FSP is authorized to give advice and render intermediary services in the following categories:

Long Term Category A

Long-Term Category B1

Short-Term Insurance Personal and Commercial Lines

Our representatives may only provide information and intermediary services in respect of Short Term Personal lines.

The FSP will not be held liable in terms of prejudice in respect of services or advice provided by a Representative which falls outside the scope of Authorisation, and any complaint in respect of any product which falls outside the definition of financial product of the FAIS Act, cannot be forwarded to the FAIS Ombud or Short-Term Insurance Ombudsman.

### COMPLAINTS PROCEDURES AND CONFLICT OF INTEREST

If you have a complaint, please contact the FSP Key Individual or the Complaints Officer. Hershel will assist you to address the concerns you have.

Please note that in terms of the FAIS Act, all complaints must be addressed to us in writing. Should we not be able to address the concerns to your satisfaction, you may wish to lodge a complaint with any of the Ombud and/or Ombudsman whose details appear below. If you wish to learn more about our complaints policy and procedure, please contact our Compliance Manager via email ([irene.w@onegrp.co.za](mailto:irene.w@onegrp.co.za)) or consult our websites for a copy of the [complaints policy](#). FSP 43627 and 43628 subscribes to the highest ethical code and we require all our representatives to adopt this in their dealings. A copy of our conflict of interest policy can be found on our website at [www.oneplan.co.za](http://www.oneplan.co.za)

### SHARING OF INSURANCE INFORMATION

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and to obtain material information regarding assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest of all current and potential policy holders. The sharing of information includes, but is not limited to information sharing via the information Data Sharing System operated by TransUnion ITC on behalf of the South African

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Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agents.

You also similarly give consent to the sharing of information regarding past insurance policies and claims that you have made. You also acknowledge that information by yourself or your representative may be verified against any legally recognized sources or databases.

By insuring or renewing your insurance, you hereby not only consent to such information sharing but also waive any rights of confidentiality about underwriting or claim information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurer's participating in the Data Sharing System.

#### **CONFIDENTIALITY, SHARING AND PROTECTION OF PERSONAL INFORMATION**

We at Oneplan respect your constitutional right to privacy. We are bound by the terms and provisions of both Section 51 of the Electronic Communications and Transactions Act, 2002 ("ECT Act") as well as the Protection of Personal Information Act 4 of 2013 ("POPI Act") regarding the processing of your personal information. We may use necessary legal means to check and validate the information you provide to us.

The reason why we collect and use your personal information is for the purposes of providing you with insurance cover, giving you access to our products and services, to conduct market research, to help us improve our products and services tailored to your needs, for audit and record keeping purposes, to comply with legal and regulatory requirements, for the detection of fraud, crime and/or money laundering and to enable us to process your instructions or requests pertaining to your policy or our other products and services.

Your information shall be kept confidential, however, we shall disclose it to certain third parties, as required in the normal course of our business, to other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity, and as may be otherwise legally required by us. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. Where your personal information is shared with third parties, we ensure that they understand and adhere to the provisions of the POPI Act in so

far as it relates to the processing of your personal information and we have privacy agreements in place to ensure adherence to this. We have implemented reasonable security measures to protect your personal information that we process to ensure that your privacy and confidentiality is upheld.

In taking out this policy, you have provided us with your personal information and have further consented to us processing your personal information in accordance with the provisions of the POPI Act and you further confirm that the information you have provided us with is accurate and correct. Oneplan will retain your personal information only for as long as we are legally required to and will destroy the personal information you have provided to us upon your request or when we are no longer required to retain this information by law.

You may request Oneplan to delete, amend, update, change or correct your personal information processed by us by sending a request in writing to our Customer Care Manager at the following email address [info@oneplan.co.za](mailto:info@oneplan.co.za)

Oneplan would also like to, from time to time, provide you with information relating to new products, services, promotions and other exclusive offers or information we think you may find interesting. We will adhere to the provisions relating to direct marketing as provided for in the POPI Act. Where you are a new client, we will first request your consent to receive such direct marketing material from us before any communication in this regard is sent to you and you will be provided with the option to opt-out of receiving this information with every marketing-related communication. All current and existing clients will be provided the option to opt-out of all marketing-related communication sent. Once you opt-out of receiving marketing-related communication, we will not send you any direct marketing.

This document is to be read together with our [Privacy Policy](#) which is available on our website and which you are deemed to have read, accepted and agreed to by taking out this policy with us. Should you have any queries or concerns relating to any terms contained in our privacy policy, or should you wish to withdraw your consent to allow Oneplan to process your personal information, you may, at any time, send a request in writing to our Customer Care Manager at the following email address [info@oneplan.co.za](mailto:info@oneplan.co.za)

Should you decide not to accept the proposal and not provide us with consent to process your personal information, the information already collected, will be de-identified and only used for statistical and research purposes.

If, at any time, you feel that your personal information has been processed by us without your consent or that your rights in

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terms of the POPI Act have been violated in any way, you may send a complaint through to our Compliance Manager at the following email address [irene.w@onegrp.co.za](mailto:irene.w@onegrp.co.za) or alternatively you may submit your complaint directly to the Information Regulator.

## SECTION 21 OF THE GENERAL CODE OF CONDUCT

Section 21 of the General Code of Conduct states that no provider may request or induce, in any manner a client waive any right or benefit conferred on the client by, or in terms of, any provisions of this code, or recognize, accept or act on any such waiver by the client and such waiver is null of void.

## CONTACT DETAILS

### FSP Office Details

54 Maxwell Drive, North Office Park,  
Ground Floor, Woodhead,  
Gauteng, RSA  
Tel: 010 001 0141  
Fax: 086 610 3918

Website: [www.oneplan.co.za](http://www.oneplan.co.za)  
Email: [care@onegrp.co.za](mailto:care@onegrp.co.za)  
[complaints@oneplan.co.za](mailto:complaints@oneplan.co.za)

### Key Individual

Michael Robert Otten  
[michael.o@onegrp.co.za](mailto:michael.o@onegrp.co.za)

Sven Laurencik  
[sven.l@onegrp.co.za](mailto:sven.l@onegrp.co.za)

### Insurer

Bryte Insurance Company Limited  
Company registration number  
1965/006764/06  
P.O. Box 61489, Marshalltown, 2107  
15 Marshall Street, Ferreirasdorp,  
Johannesburg, 2001  
Tel: 011 370 9111  
Fax: 011 370 9910  
Website: [www.brytesa.com](http://www.brytesa.com)

### Insurer Compliance Officer:

The Compliance Officer  
Bryte Insurance Company Limited  
Legal and Compliance Department  
P.O. Box 61489, Marshalltown, 2107

Tel: +27 (0) 11 370 9111  
Email: [wynand.louw@brytesa.com](mailto:wynand.louw@brytesa.com)

### FSP Compliance Officer

Dawn Julian

### Ombudsman for Short-Term Insurance

Simply Comply (PTY) Ltd  
Tel: 012 998 7938

Sunnyside Office Park  
5th Floor, Building D,  
32 Princess of Wales Terrace,  
Parktown, JHB  
Tel: 011 726 8900  
Email: [info@osti.co.za](mailto:info@osti.co.za)

### FAIS Ombud

Sussex Office Park  
Ground Floor, Block B  
473 Lynnwood Road  
Cnr Lynnwood and Sussex Avenue  
Pretoria  
0081

Tel: 012 762 5000  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

### Fraud Reporting

If you become aware of irregularity on any policy you can contact the Insurer where your call will be treated in confidence.

Free call: 0800 16 7464  
Free fax: 0800 00 7788  
Email: [Bryte@tip-offs.com](mailto:Bryte@tip-offs.com)  
Free post: Tip-offs Anonymous,  
Freepost KZN 138, Umhlanga Rocks,  
4320

Alternatively contact the Insurance Fraud line on 0860 002526 or email [insurance@fraudline.co.za](mailto:insurance@fraudline.co.za).

The policy wording and schedule must be read as one document. Please contact our offices should you require any information on any aspect of your policy. A copy of the policy wording can be viewed via our website at [www.oneplan.co.za](http://www.oneplan.co.za) or may be obtained through our Customer Care Call Centre on 010 001 0141

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