



Underwritten by



## Oneplan Auto Warranty Policy Wording

Effective Date: 1 April 2017  
Version: 2.0

# ONEPLAN AUTO WARRANTY POLICY WORDING

Oneplan Auto Warranty is a short-term insurance product. It is important to take note of each section, its cover, limitations and waiting periods to ensure that you fully understand the unique cover of each section. This policy wording is generic and must be read in conjunction with your policy Schedule and all associated documentation.

This policy is intended to provide you with indemnity against unforeseen mechanical breakdown or electrical failure for passenger vehicles (including 4x4's and light commercial vehicles with a maximum gross vehicle mass (GVM) of 3500kg) as per the cover amounts and conditions specified in the policy wording and the policy Schedule. The product is underwritten by Bryte Insurance Company Limited, policy administration by Oneplan Underwriting Managers (PTY) Ltd and claim administration by iMPAC Underwriting Managers (PTY) Ltd.

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## SECTION 1

### 1 DEFINITIONS, GENERAL CONDITIONS AND LIMITATIONS

#### 1.1 DEFINITIONS

In this policy all words and expressions signifying the singular shall include the plural and vice versa. The following words and expressions shall have the following meanings:

- 1.1.1 **"Application Form"** means the form that the Insured completes, that shall be the basis for the selection of cover. This may be an electronic, a recorded or paper based Application Form.
- 1.1.2 **"Claims Administrator"** means iMPAC Underwriting Managers (PTY) Ltd.
- 1.1.3 **"Cost of Repair"** means the reasonable charges for components and labour to repair or replace the covered component(s). The Insurer may at their discretion repair, replace or pay cash in lieu of any damaged part.
- 1.1.4 **"Grace Period"** means the period of grace allowed for non-payment of Premium. The Grace Period is fifteen days after the month in which the Premium was due. During the Grace Period, the policy will be suspended and no claims will be entertained. The Insurer reserves the right to cancel the policy after non-receipt of a Premium within the Grace Period.
- 1.1.5 **"Inception Date"** means the date on which the policy became active. This will always fall on the first day of a calendar month. The Inception Date will be the date reflected on the policy Schedule.
- 1.1.6 **"Insured Owner"** means the registered owner of the Insured Vehicle.
- 1.1.7 **"Insurer"** means Bryte Insurance Company Limited.
- 1.1.8 **"Insured Vehicle"** means the vehicle that has been insured as detailed in the policy Schedule. Vehicles must be passenger vehicles, 4x4s or light commercial vehicles with a gross vehicle mass of less than 3500kg.

South Africa

Tel: 010 001 0141 Web: [www.oneplan.co.za](http://www.oneplan.co.za)

Address: 54 Maxwell Drive, Woodmead North Office Park, Woodmead 2021

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- 1.1.9 **“Mechanical or Electrical Failure”** means the breaking or burning out of the components listed in the components section of the policy, as a result of a sudden and unforeseen breaking, failure, collapse or over-heating of an insured part.
- 1.1.10 **“Month”** means one full calendar month.
- 1.1.11 **“OEM”** means Original Equipment Manufacturer.
- 1.1.12 **“Policy Administrator”** means Oneplan Underwriting Managers (PTY) Ltd.
- 1.1.13 **“Premium”** means the fixed annual amount as stipulated by the Insurer in order to indemnify the Insured Vehicle for specific events as defined in the Schedule.
- 1.1.14 **“RMI”** means Retail Motor Industry.
- 1.1.15 **“Service Plan”** means the cover that pays for aspects of the manufacturer recommended Scheduled services of the Insured Vehicle.
- 1.1.16 **“Schedule”** means the document that lists the detail of the cover amounts and details of the Insured Vehicle and forms part of the insurance contract.
- 1.1.17 **“Wear and Tear”** means the ongoing weakening or wearing of mechanical components which results naturally from use and /age.

## 1.2 GENERAL CONDITIONS

The policy wording, Application Form, Schedule and associated documentation shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or the cover explanation shall bear specific meaning wherever it may appear.

- 1.2.1 The maximum accepted mileage is 160 000 (one hundred and sixty thousand) for Plan A and 180 000 (one hundred and eighty thousand) kilometres for Plan B at the Inception Date of the policy.
- 1.2.2 The Insured Vehicle may not be older than 8 (eight) years for Plan A and 10 (ten) years for Plan B.
- 1.2.3 The cover is limited to passenger vehicles only.
- 1.2.4 Only one policy may be issued per Insured Vehicle.
- 1.2.5 The Insured Vehicle must be in roadworthy condition and maintained in a roadworthy condition for cover to be in place.
- 1.2.6 Maintenance must be completed by a registered RMI Dealer or manufacturer franchise or OEM dealer for claims to be paid for which this policy provides cover.
- 1.2.7 It is not the intention of this policy to make new from old. Should a claim, in which replacement parts are fitted result in the Insured Vehicle being in a better condition than it was prior to the claim, or be in excess of what is necessary to make good the repair, the Insured Owner will be required to pay towards the cost of the parts.
- 1.2.8 This policy is intended as a risk cover. Therefore, if it becomes evident that the Insured Owner entered into this policy with prior knowledge of a foreseeable or predicted event that would ordinarily be covered under this policy, then the Insurer will not be liable to indemnify the client in terms of this Schedule.
- 1.2.9 The Insured Owner hereby gives the Insurer the right to claim from the Insured Owner any payment or compensation received by the Insured Owner from any third party due to an event that is covered by this policy, and that the Insurer has paid to the Insured Owner or on the Insured Owner’s behalf.
- 1.2.10 In the event that the Insured Owner receives payment within this policy during the Grace Period and the

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Premium remains unpaid after this fifteen day period expires, the Insured Owner undertakes to pay back to the Insurer any and all costs incurred as a result of a claim being authorised including any collection and/or legal fees.

- 1.2.11 In the event that a claim is authorised and later rejected, the Insured Owner will have no claim against the Insurer should there be an error in this regard, and no damages may be claimed financially or in any other form should the Insured Owner incur costs or other damages as a result of any misinterpretation hereof.
- 1.2.12 In certain instances the Insurer may elect to carry the cost of additional amounts over and above the cover stipulated herein. It will be the responsibility of the Insured Owner to repay any additional costs incurred over and above the cover stated back to the Insurer.
- 1.2.13 Any leniency offered in the processing of claims or extension of cover to the Insured Owner is not deemed to be leniency on an ongoing basis and the terms of this policy remain in full force and effect.
- 1.2.14 It is the duty of the Insured Owner to declare / disclose all material information that may affect a claim when applying for the policy.
- 1.2.15 It remains the duty of the Insured Owner to inform the Insurer of any material changes which may affect the terms and conditions of the policy, such as a change in personal details or any damage to the Insured Vehicle.
- 1.2.16 The cover is only valid for claims / events that occur within the borders of the Republic of South Africa, Namibia, Zimbabwe, Swaziland, Lesotho and Mozambique.

### **1.3 GENERAL EXCEPTIONS, LIMITATIONS AND EXCLUSIONS**

This policy shall not cover any Insured Vehicles for events listed below:

- 1.3.1 Loss, damage or liability directly or indirectly caused by, or arising from, ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- 1.3.2 Any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military rising, martial law, rebellion, revolution, any act in protest against any state, government or government body.
- 1.3.3 Vehicles which have been registered as Code 3.
- 1.3.4 Modified vehicles or performance enhanced vehicles (including turbo conversions), unless specifically approved.
- 1.3.5 Vehicles used in any form of motoring competition, speed tests or drag racing.
- 1.3.6 Vehicles not licensed within the borders of South Africa.
- 1.3.7 Self-serviced claims for Insured Vehicles or claims as a result of an Insured Vehicle being self-serviced.
- 1.3.8 Any item which is not included in the definition of covered components. This includes components which are unique to certain vehicle make or models.
- 1.3.9 Damage as a result of non-covered part failing.
- 1.3.10 Damage as a result of the vehicle not being maintained according to manufacturer's requirements.
- 1.3.11 All repairs where the odometers reading cannot be obtained, is not working, has been changed in anyway or if the odometer has been disconnected.
- 1.3.12 Any damage which exists prior to the Inception Date of the cover.

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- 1.3.13 Oil leaks of any nature, including damage caused by oil leaks.
- 1.3.14 Any impact damage or damage covered by a comprehensive insurance.
- 1.3.15 Caused as a direct or indirect result of negligence to the vehicle. This includes damage caused by incorrect lubricants, unreasonable use, improper servicing or malicious damage.
- 1.3.16 All claims that exceed the stated maximum allowed cover.
- 1.3.17 Any claims relating to non-disclosure, whether intentionally or unintentionally.
- 1.3.18 There is no surrender or maturity value for the policy.
- 1.3.19 Consequential loss or damage which is not directly caused by an insured risk.
- 1.3.20 Any claims resulting from any contractual liability.
- 1.3.21 Care hire is excluded.
- 1.3.22 Vehicles used as taxis and vehicle hire.
- 1.2.23 In the event that the Insured Vehicle is covered by another policy or warranty which provides the same or similar benefits, no claim will be payable for the Cost of Repairs or replacement of the claimed parts.
- 1.3.24 Claims that have not been authorised by the Claims Administrator.
- 1.3.25 Damage to drive shafts or steering racks as a result of damaged rubber boots.
- 1.3.26 Damage to Insured Vehicle which has been altered in any way from the manufacturer's specifications.
- 1.3.27 Any components that are still covered by the manufacturer's or supplier's warranty at the time of failure.
- 1.3.28 Damage to all electrical wiring.
- 1.3.29 Service items or items that need to be changed at specific or regular intervals such as oil, grease, filters, hydraulic fluid, additives and anti-freeze, spark plugs, points, condenser, "v" and cambelts, consumables and the like.
- 1.3.30 Towing costs for towing not arranged through AA as stipulated.
- 1.3.31 Costs related to the gradual reduction in operating performance commensurate with age and mileage done by the Insured Vehicle.
- 1.3.32 Replacement of burnt valves.
- 1.3.33 Faults in workmanship or materials paid for under a claim on behalf of an Insured Owner.

#### **1.4 WAITING PERIODS**

- 1.4.1 The waiting period applicable is one calendar month from the Inception Date.
- 1.4.2 Should the Insured Owner provide a valid AA Certificate which has been issued within one calendar month prior to the Inception Date, the waiting period will be waived.

#### **1.5 PREMIUM PAYMENTS**

- 1.5.1 All Premiums are payable in advance as an annual / single Premium as per the Schedule.
- 1.5.2 If the policy is renewed and the Premium is not paid within the Grace Period, the policy shall lapse. Should Premiums, in whole or in part, be in arrears, then no claim shall be payable.

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- 1.5.3 The onus is on the Insured Owner to ensure that the Premium is received by the Insurer.
- 1.5.4 The Insurer reserves the right to cancel the policy due to non-receipt of the Premium after the Grace Period.
- 1.5.5 The Insured Owner has agreed to the Policy Administrator submitting his details to ITC for a credit rating and credit record.
- 1.5.6 No Premium refunds will be considered unless the requirements of the Policy Administrator have been met. The commission and fee (as per the Schedule) is non-refundable and refunds are calculated on a pro-rata basis. In the event that a policy is cancelled due to a rejected claim or there has been no claim during the period of cover, there will be no refund of Premiums due.
- 1.5.7 It is the responsibility of the Insured Owner to notify the Insurer or the Insurer's collection department should the Premium fail to be deducted from the specified account.
- 1.5.8 Should Premiums not be received or be returned for any reason, the cover of this policy will become suspended for a fifteen day period within which period no cover will be payable to the Insured Owner until receipt of the overdue Premiums have been received. Should this Premium not be received within the fifteen day Grace Period, all cover may be immediately cancelled and this policy may be terminated.

## 1.6. CLAIMS AND CLAIMS PROCEDURE

- 1.6.1 In the event of the first claim, the pro-rata annual Premium will be deducted off the claim value.
- 1.6.2 As soon as the insured Owner becomes aware of Mechanical and/or Electrical Failure, the Insured Vehicle must not be driven.
- 1.6.3 The Insured Owner must check the part and Schedule to make certain the cause of the breakdown is covered and determine if the components are covered and what the maximum amount claimable is.
- 1.6.4 If the component is not listed under the Schedule, it is not covered.
- 1.6.5 All claims must be reported to the Policy Administrator at ([autoclaims@oneplan.co.za](mailto:autoclaims@oneplan.co.za)) and the Insured Owner must take the vehicle to a manufacturer appointed franchised or RMI registered facility within 7 (seven) days of becoming aware of the breakdown or failure otherwise the claim will not be accepted.
- 1.6.6 If the Insured Owner is unable to contact the dealer, the Policy Administrator must be contacted as per the details below:

Office hours: Monday to Friday 08h00 to 17h00

Tel Number: 010 001 0141

Email: [autoclaims@oneplan.co.za](mailto:autoclaims@oneplan.co.za)

The following details must be provided:

- Name and contact details
- Policy Number
- Insured Vehicle's current kilometre reading
- The nature of the breakdown or failure
- The name, address and contact details of the repairer

- 1.6.7 The repairing dealer must establish the nature of the breakdown and must contact the Policy Administrator's office for authorisation before proceeding with the repairs. Repairs cannot proceed without authorisation by the Policy Administrator and without a claim authorisation number.

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- 1.6.8 The claim amount may be paid either directly to the repairing agent accompanied by an order number by the Policy Administrator or directly to the Insured Owner for reimbursement once the invoice has been received.
- 1.6.9 The invoice must be sent directly to the Policy Administrator by the repairing agent.
- 1.6.10 Any amounts payable not covered by the policy will be for the Insured Owner's account.
- 1.6.11 All claims are payable in South African currency only into a bank account held in South Africa.
- 1.6.12 All claim amounts include VAT at the current VAT rate.
- 1.6.13 The maximum total amount payable under this policy shall not exceed the current market value of the Insured Vehicle.
- 1.6.14 The Insured Owner must provide proof of service history for the Insured Vehicle in order to effect a valid claim for an event covered under this policy. The Insured Vehicle's service history must be up to date at the Inception Date of the policy. The Insured Vehicle must be serviced and maintained according to the original manufacturer's specifications. All services to the Insured Vehicle must be performed by the manufacturer appointed franchise or RMI registered facility.
- 1.6.15 No claims under Section 3 will be paid unless services are completed within 1500 (one thousand five hundred) kilometres or 30 (thirty) days of the service due date or mileage requirement. No self-servicing will be allowed. All documentation, including invoices and proof of payment for services, regarding the service of the Insured Vehicle must be retained in order to claim for an event covered by this policy.
- 1.6.16 In the event that valid proof of the service history cannot be provided, the claim will be automatically declined.

## **1.7 THE CORRECTNESS OF STATEMENTS MADE TO THE INSURER**

- 1.7.1 The Insurer relies on the truth, completeness and correctness of all statements submitted. If the cover granted, or reinstatement thereof has been obtained through any misrepresentation or concealment, this policy shall be void and monies paid in respect thereof shall be forfeited.
- 1.7.2 Should any cover have been paid out on the basis of the information provided by the Insured Owner to the Insurer and such information proves to be incorrect in any respect, the Insurer shall have the right to take such steps as may be required to put it in the same position as it would have been in if the correct information had been provided in the first instance.
- 1.7.3 Should there be any misrepresentation or non-disclosure, the Insurer reserves the right to re-underwrite the policy, terminate or declare the policy null and void.
- 1.7.4 In the event of a fraudulent claim, all cover under this policy will be forfeited and the claim will be rejected.

## **1.8 LIABILITY OF THE INSURER**

The liability of the Insurer, unless otherwise agreed with the Insured Owner, shall be limited to the cover as stated in this policy wording and for which the correct Premiums have been received.

## **1.9 TERMINATION / CANCELLATION / ALTERATION**

Cover shall cease or amendments shall take effect in the event of the following:

- 1.9.1 Cover shall cease at 24H00 hours on the last day of the month in which Premium/s have been paid. If a Premium is not paid when due, or if a Premium debit is dishonoured, the Insured Owner must prove to the satisfaction of the Insurer that this was an error by his paying agent. Cover will only be active once the Premium has been received.
- 1.9.2 Once the Insured Owner (or his legal representative) has provided written notification of one calendar month

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prior to the effective date of the cancellation.

- 1.9.3 Once the Insurer has provided at least one calendar month's written notice to the Insured Owner of termination.
- 1.9.4 Upon receipt of this notice, all the cover will be cancelled forthwith and all subsequent Premiums paid will be refunded.
- 1.9.5 In the event of cancellation an R150.00 (one hundred and fifty rand) cancellation fee will be applicable.
- 1.9.6 Any amendment requested by the Insured Owner must be confirmed in writing before it is deemed to be effective.
- 1.9.7 Should the Insured Vehicle be written off or destroyed, the policy will be automatically cancelled and the Premium will be refunded on a pro-rata basis.
- 1.9.8 No refund of Premium will be considered in the event that a claim has not been paid.

#### **1.10 AMENDMENT OF POLICY TERMS AND CONDITIONS**

- 1.10.1 Cover, Premiums or policy wordings may be altered by the Insurer upon giving at least one calendar month written notice of any possible changes to the policy, and once said notification has been issued the effective date of the new policy wording shall replace any previous policy wordings.

#### **1.11 JURISDICTION**

- 1.11.1 The policy shall be subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country. Where payment is to be made to or by the Insurer it shall be made in the currency of the Republic of South Africa.
- 1.11.2 Any legal action or proceedings arising out of or in connection with this policy which is to be instituted in a court of law shall be brought in the High Court of South Africa and irrevocably submitted to the exclusive jurisdiction of such court.

#### **1.12 ACCEPTANCE OF COVER**

- 1.12.1 Application for cover may be made via telephonically (via voice logging which will form part of the contract) or via Application Form.
- 1.12.2 The policy will only be active after the Application Form and risk has been accepted by the Insurer or Policy administrator and the Premium has been received.
- 1.12.3 The Insurer reserves the right to decline the application for cover.
- 1.12.4 The policy wording, Schedule and associated documents form the basis of the contract of insurance between the Insured Owner and the Insurer.

#### **1.13. COMMUNICATION**

- 1.13.1 The Insurer will communicate policy documentation, Schedules and any other communication, by electronic communication methods.
- 1.13.2 The Insured Owner agrees and accepts that the onus is on the Insured Owner to specifically request another communication method to be used if required.

#### **1.14. DURATION OF THE POLICY**

- 1.14.1 The period of cover is 12 (twelve) months from the Inception Date for annual Premiums paid monthly.
- 1.14.2 Renewal of the policy will be automatic.

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## 1.15 TRANSFER OF COVER

1.15.1 The cover is not transferrable.

## SECTION 2 VEHICLE CATEGORIES

Insured Vehicles are categorised according to the year model or the distance travelled. The Schedule indicates the category and the claim limits applicable to the Insured Vehicle.

**Plan A:** Insured Vehicles that are less than 8 years old (96 months from the first date of registration) and less than 160 000 kilometres on the odometer.

**Plan B:** Insured Vehicles that are less than 10 years old (120 months from the first date of registration) and less than 180 000 kilometres on the odometer.

2.1 Cover for new Insured Vehicles will commence on the date / kilometres when the manufacturer's warranty expires. It is the responsibility of the Insured Owner to notify the Insurer of the date on which the manufacturer's warranty expires. Only locally manufactured vehicles and vehicles imported with a minimum of 12 months local manufacturer's warranty will be accepted.

2.2 For used Insured Vehicles, cover will commence on purchase date. If there is a manufacturer's warranty in force, cover will commence on the date of expiry of manufacturer's warranty.

## SECTION 3 COMPONENTS COVERED

In the event of unexpected Mechanical and/or Electrical Failure of a component specifically listed below, the component will be covered for repair or replacement up to the amount reflected on the Schedule.

### 3.1 DESCRIPTION OF COVERED COMPONENTS

**3.1.1 Engine:** All internal lubricated components and engine block (only if damaged by a covered component). Excludes decarbonisation, burnt valves, cracked cylinder heads, blown cylinder head gaskets, valve stem seals, overheating, cambelt failure and overfueling.

**3.1.2 Gearbox:** **Manual transmission:** All internal lubricated components, plus lever bushes and linkages.  
**Automatic transmission:** All internal lubricated components plus torque convertor, gear lever bushes and linkages.

**3.1.3 Differential:** All internal lubricated components.

**3.1.4 Differential lock:** All internal lubricated components.

**3.1.5 Transfer box:** All internal components, including gear lever and linkages.

**3.1.6 Turbo Assembly:** Factory approved fitment only, boost control valve.

**3.1.7 Management System:** Engine and transmission management control unit, EGR valves and VVTI Motors.

**3.1.8 Casings:** Engine block, cylinder head, gearbox and differential casings are covered subject to policy liability.

**3.1.9 Electronic Ignition:** All solid state and triggered units, coil pack, pencil oil, camshaft and crankshaft sensors excluding ignition switch and barrels.

**3.1.10 Air-Conditioner:** Compressor and clutch pulley only.

**3.1.11 Cooling system:** Water pump, welsh plugs, thermostat, intercooler and oil coolers.

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- 3.1.12 Suspension:** Upper and lower wishbones with associated ball joints, bushes and springs, air suspension pump and compressor. Excludes shocks and shock mountings and air suspension pump and compressor. Only failure components will be covered not worn components.
- 3.1.13 Wheel bearings:** Front and rear bearings only.
- 3.1.14 Braking System:** Brake booster, master cylinder, wheel cylinders, callipers, ABS control unit and sensors. Excludes discs, drums and brake wear sensors.
- 3.1.15 Fuel system:** Mechanical and electrical fuel pumps, injectors, airflow meter lambda probe, air sensor, fuel distributor and pressure regulator. Excludes "throttle bodies".
- 3.1.16 Electrical Components:** Alternator, starter motors (including ring gear) and windscreen wiper motors, excluding relays and switches and wiring harnesses.
- 3.1.17 Electrical Winch:** Electric motor only (applicable to 4x4 vehicles only)
- 3.1.18 Free Wheel Hubs:** Complete units (applicable to 4x4 vehicles only)
- 3.1.19 Prop shafts:** (Drive Shafts): Prop shaft, universal joints, centre bearing and couplings, excluding tube and balancing.
- 3.1.20 CV joints:** Constant velocity joints, excluding rubber boots and drive shafts.
- 3.1.21 Steering mechanism:** Column shaft, bearings and joints, internal components of the rack and pinion, steering box, tie-rod ends power steering pump and reservoir, excluding rubber boots and ignition locks.
- 3.1.20 Clutch:** Master and slave cylinder, clutch plate, pressure plate, fly wheel release bearing and clutch fork. No wear and tear claims will be entertained in the first 6 (six) months.
- 3.1.21 Radiator:** Radiator (engine cooling). Excluding damage due to rust as well as accidental damage.
- 3.1.22 Cylinder head gaskets**
- 3.1.23 Driver Pulleys:** Crankshaft, camshaft, tensioners and jock pulleys are covered in the event of Mechanical Failure.
- 3.1.24 Viscous and Electric fans:** Engine cooling only excluding internal fans.
- 3.1.25 Electric Motors:** Sunroof and window winder motors and mechanism.
- 3.1.26 Electric Mirrors:** Motors only.
- 3.1.27 Central Locking:** Pump and door actuator only, excluding Electrical Failures.
- 3.1.28 GPS Navigation:** Navigation display unit, navigation control module and navigation system wiring harness.
- 3.1.29 Entertainment System:** LCD screen (10" or less) RF modulator, video cassette player with auxiliary inputs (no recording capability), digital video disc player, compact disc player and power converter.
- 3.1.30 Alarms and Immobilizers:** Original factory fitted unit only.

## 3.2 GENERAL

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### 3.2.1 Strip and quote

The cost of “strip and quote” of the component will be covered as per the limit specified in the Schedule irrespective of whether or not the Insurer accepts liability for the claim. The total amount payable will be limited to the higher cover amount and the rest of the costs will be for the Insured Owner’s account.

### 3.2.2 Consumables

Consumables and oils will be covered in the event of a valid claim as per the limit specified on the Schedule.

### 3.2.3 Resultant damage

Where a covered component is damaged by the failure of a non-covered component, the Insurer will cover the amount for the repair or replacement of the component cover under this policy. This will exclude all failures caused by foreign objects. No cover will be payable for a failure if it is caused by anything other than a component or part on the vehicle.

### 3.2.4 Multiple failures in one event

If a number of failures occur in one event or are reported at the same time, the claim will be treated as one claim. The Claim Administrator will authorise the more expensive component and the rest of the costs will be for the Insured Owners account.

### 3.2.5 Wear and Tear

In the event of breakage as a result of wear and tear, the amount claimable will be 50% of the cost of the repairs or 50% of the stated cover amount, whichever is the lesser amount.

## SECTION 4 ADDITIONAL BENEFITS

### 4.1 ROADSIDE ASSISTANCE

4.1.1 In the event of a breakdown of the Insured Vehicle, the AA Fleetcare will arrange for the towing of the Insured Vehicle to the nearest competent repairer (AA Quality Assured or RMI registered facilities).

4.1.2 The Insured Owner will be responsible for towing costs should a provider other than the AA be utilised to tow the Insured Vehicle in the case of a breakdown.

**AA 24 hour service telephone number: +27 (0) 86 177 7739**

## SECTION 5 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 Principals of TCF (Treating Customers Fairly) into our culture and it forms the foundation of our commitment to our policyholders.

### 5.1 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 (FSB) 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.

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 at all times.

### 5.2 COMPLAINT HAS TO BE IN WRITING

In order 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: Compliance  
[complaints@oneplan.co.za](mailto:complaints@oneplan.co.za)

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

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

### 5.3 COMPLAINT HAS TO BE RELEVANT

The financial services environment is complex. We will endeavour to address all reasonable requests from our clients, but may also refer you to a more appropriate facility. Where the complaint pertains to any aspect of our service, rejected claims or any disclosures that ought to be made by us, we will endeavour to address those complaints in writing, within 21 days.

### 5.4 PROCEDURE

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

- 5.4.1 The complaint will be acknowledged within one business day of receipt.
- 5.4.2 The complaint will be assessed and, if a valid complaint, will be logged into our central complaints register.

South Africa

Tel: 010 001 0141 Web: [www.oneplan.co.za](http://www.oneplan.co.za)  
Address: 54 Maxwell Drive, Woodmead North Office Park, Woodmead 2021  
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5.4.3 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.

5.4.4 The complaint will be investigated and we will revert to you with our findings within 21 (twenty one) 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.

5.4.5 You will receive a response in writing with full reasons.

5.4.6 In the event that you are not satisfied with our solution, you may refer the complaint to the Managing Director of our business. The Managing Director may amend the solution or confirm it. Please be informed that certain decisions may have to be approved by the Board or Management committee of the company. In such a case, we will communicate that fact to you, as well as the date on which a decision will be taken.

5.4.7 If, after having referred the complaint to the Managing Director, 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 or take such other steps as may be advised by your legal representatives.

5.4.8 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 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.

5.4.9 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.

5.4.10 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**

Celtis House,  
Eastwood Office Park  
Lynwood, Pretoria

**Tel:** 0860 324 766

**Email:** [info@faisombud.co.za](mailto:info@faisombud.co.za)

5.4.11 In the event of us not reverting to you within the time periods indicated above, kindly contact The Complaints Officer 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.

## SECTION 6 STATUTORY DISCLOSURES

As a short-term insurance policyholder or prospective policyholder, you have the right to the following information:

### 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 authorised Financial Services Providers, Michael Robert Otten (ID 8312275036086) and Sven Laurencik (8008265186085) are key individuals approved by the Financial Services Board. 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, Bryte Insurance Company Limited. Oneplan Brokers (PTY) Ltd markets Oneplan and Onepet 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 and Oneplan Underwriting Managers (PTY) Ltd receives remuneration from the Insurer as per the maximum commission 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

The FSP accepts responsibility for the actions of the Representatives acting in the scope and course of their employment. The FSP and Representatives are authorised to give advice and render intermediary services in the following categories: Long Term Category A and Short-Term Insurance 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. He/She 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 complaints officer via email ([complaints@oneplan.co.za](mailto:complaints@oneplan.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. [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 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 in regard to past insurance policies and claims that you have made. You also acknowledge that information by

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yourself or your representative may be verified against any legally recognised 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 with regard to 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.

## 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 recognise, accept or act on any such waiver by the client and such waiver is null of void.

## CONTACT DETAILS

**FSP Compliance Officer** Dawn Julyan  
Simply Comply (PTY) Ltd  
**Tel:** 012 998 7938

## FSP Office Details

54 Maxwell Drive, North Office Park,  
Ground Floor, Woodmead,  
Gauteng, RSA

**Tel:** 010 001 0141  
**Fax:** 086 610 3918  
**Email:** [care@onegrp.co.za](mailto:care@onegrp.co.za)  
[complaints@oneplan.co.za](mailto:complaints@oneplan.co.za)  
(complaints)

**Website:** [www.oneplan.co.za](http://www.oneplan.co.za)  
[www.onepet.co.za](http://www.onepet.co.za)

**Key Individual** Michael Robert Otten  
[michael.o@onegrp.co.za](mailto:michael.o@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.Bryte.co.za](http://www.Bryte.co.za)

**Insurer Compliance Officer:** The Compliance Officer  
[fais@Bryte.co.za](mailto:fais@Bryte.co.za)

## Ombudsman for Short-Term Insurance

Sunnyside Office Park  
5th Floor, Building D, 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

Celtis House, Eastwood Office  
Park Lynwood, Pretoria

**Tel:** 0860 324 766  
**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 Fraudline  
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 [www.onepet.co.za](http://www.onepet.co.za) or may be obtained through our Customer Care Call Centre on 010 001 0141.

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## DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002

### Particulars of the Administrator

iMPAC Underwriting Managers (Pty) Ltd, Company Registration Number 2011/004490/07

iMPAC Underwriting Managers is an Authorised Financial Services Provider License Number 45245

PHYSICAL ADDRESS: Stone House, 510 Makou Street, Monument Park, Pretoria, 0181

POSTAL ADDRESS: Postnet Suite #1109, Private Bag X 10, Elarduspark, Pretoria, 0047

Telephone: +27 (0)87 944 4428

Facsimile: +27 (0) 86 604 8216

Email: [claims@impacuma.co.za](mailto:claims@impacuma.co.za)

Website: [www.impacuma.co.za](http://www.impacuma.co.za)

- More than 30% of iMPAC income in the last calendar year was received from the insurer and we do not hold more than 10% of the insurer's shares.
- We are in possession of Professional Indemnity Insurance.
- We are in possession of a mandate to act on behalf of the insurer.

### Claims Procedure

In order to lodge a claim, contact iMPAC Underwriting Managers on the above numbers or alternatively send an e-mail to: [claims@impacuma.co.za](mailto:claims@impacuma.co.za) all the details for iMPAC Underwriting Managers appear in your policy document. iMPAC Underwriting Managers must be notified within 7 days of the claim event. If you are not satisfied with the outcome of your claim, you may e-mail the Complaints Department of iMPAC Underwriting Managers at [complaints@impacuma.co.za](mailto:complaints@impacuma.co.za). You have final recourse is to the Ombudsman for Short-Term Insurance.

### Particulars of the Insurer

Bryte Insurance Company Limited ("BRYTE") Company Registration number: 1965/006764/06

Bryte Insurance Company Limited is an Authorised Financial Services Provider License number: 17703

### HEAD OFFICE

PHYSICAL ADDRESS: Bryte Insurance Company Limited, 15 Marshall Street, Ferreirasdorp, Johannesburg, 2001.

POSTAL ADDRESS: PO Box 61489, Marshalltown, 2107

Telephone: +27 (0) 11 370 9111, Facsimile: +27 (0) 11 370 9910,

E-mail: [fais@bryte.co.za](mailto:fais@bryte.co.za)

South Africa

Tel: 010 001 0141 Web: [www.oneplan.co.za](http://www.oneplan.co.za)

Address: 54 Maxwell Drive, Woodmead North Office Park, Woodmead 2021

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Website: [www.bryte.co.za](http://www.bryte.co.za)

BRYTE is in possession of Professional Indemnity Insurance

BRYTE hold Fidelity Guarantee Insurance

Particulars of compliance officer: Bryte Insurance Company Limited

The Compliance Officer Bryte Insurance Company Limited Legal and Compliance Department

Postal Address: PO Box 61489, Marshall Town, 2107

Telephone: +27 (0) 11 370 9111

Facsimile: +27 (0) 11 370 9910

Email: [fais@bryte.co.za](mailto:fais@bryte.co.za)

## Complaints Procedures

If you have a complaint about the way this policy was sold to you: First try to resolve it with the intermediary (the intermediary is the person who sold the policy to you) as stated in the information provided to you with your policy document. If the matter cannot be resolved, you can submit a complaint in writing to

**The Complaints Officer**- iMPAC Underwriting Managers.

**Email Address:** [complaints@impacuma.co.za](mailto:complaints@impacuma.co.za)

**Postal Address:** Postnet Suite 1109, Private Bag X 10, Elarduspark, Pretoria, 0047.

If the matter is not resolved to your satisfaction by iMPAC Underwriting Managers, you may submit your complaint in writing to:

## The Ombudsman for Short-term Insurance

**Physical address:** Sunnyside Office Park, 5th Floor, Building D 32 Princess of Wales Terrace, Parktown, Gauteng, Republic of SA.

**Postal Address:** PO. Box 32334, Braamfontein, Johannesburg, 2017, Gauteng, Republic of SA.

**Telephone:**+27 (0) 11 726-8900

**Facsimile:** +27 (0) 11 726-5501,

**Email:** [info@osti.co.za](mailto:info@osti.co.za)

If you are still dissatisfied, you may seek assistance from:

## The Registrar of Short-Term Insurance / The Financial Services Board

**Postal Address:** PO Box 35655, Menlo Park, 0102

**Telephone:** +27 (0) 12 428-8000,

**Facsimile:** +27 (0) 12 347-0221

## Other matters of importance

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You must accurately, fully and properly disclose all material facts.

All information provided by you or on your behalf is your own responsibility.

You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. If you are not happy with the advice received, please write to:

### **The Compliance Officer – iMPAC Underwriting Managers**

**Practice:** Moonstone (Pty) Ltd

**Practice No:** 188

**Telephone:** +27 (0) 21-883 8005

**Fax:** (021) 883 8005

**Physical Address:** 25 Quantum Street, Techno Park, Stellenbosch, 7600

**Website:** www.moonstoneinfo.com

### **FAIS Ombud Details for all FAIS Advice Related Complaints**

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the intermediary (broker), you must contact the intermediary. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at:

**Address:** PO Box 74571, Lynnwood Ridge, 0040

**Telephone:** +27(0) 860 FAISOM (324 766) or +27 (0) 12 470 9080

**Fax:** +27 (0) 12 348 3447

**E-mail:** info@faisombud.co.za

### **Bryte Sanctions clause**

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

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