

CLAIMFORSURE

SERVICE AGREEMENT FOR INSURANCE CLAIM ASSISTANCE

This Service Agreement (“Agreement”) is made and executed on the date of acceptance by the Client through the ClaimForSure platform, by and between:

CLAIMFORSURE (“Service Provider” / “Company” / “We” / “Us”), an insurance claim assistance services firm, having its principal place of business in the State of Odisha, India;

AND

The user/customer who registers on the ClaimForSure platform and clicks “I Accept” (“Client” / “You” / “Customer”), whose identifying details (name, email, mobile, IP address, timestamp, agreement version) are stored in the Company’s records at the moment of acceptance and shall form an integral part of this Agreement.

WHEREAS the Client wishes to engage the Service Provider to assist in the preparation, filing, follow-up and pursuit of one or more insurance claims with the relevant insurer(s); and the Service Provider agrees to render such services on the terms and conditions set out below.

1. SCOPE OF SERVICES

1. Reviewing the Client’s policy documents, claim circumstances and supporting evidence.
2. Drafting, filing and submission of the claim with the relevant insurance company.
3. Following up with the insurer, surveyor, hospital, TPA, ombudsman or any other authority on behalf of the Client.
4. Coordinating expert review, additional documentation and any escalation up to the resolution of the claim.

2. PROCESSING FEE

Upon approval of the Client’s claim by the Service Provider for active processing, the Client shall pay a non-refundable processing fee of INR 1,770/- (Rupees One Thousand Seven Hundred Seventy Only), inclusive of applicable GST, through the in-app Razorpay payment gateway. The Service Provider shall not be obliged to commence active claim pursuit until this processing fee is received.

3. SUCCESS FEE — 20% PLUS GST

5. The Client expressly agrees that the Service Provider shall be entitled to a Success Fee equal to twenty percent (20%) of the gross amount sanctioned, approved, settled or paid by the insurer to the Client (or to any nominee/legal heir/account designated by the Client) in connection with the claim, plus Goods & Services Tax (GST) at the prevailing statutory rate (currently 18%) on such Success Fee.
6. The Success Fee shall become due and payable immediately upon (a) the insurer’s communication of approval/sanction/settlement of the claim, or (b) the credit of the claim amount into the Client’s bank account, whichever is earlier.

7. The Client shall, within forty-eight (48) hours of receiving any communication, NEFT/IMPS/RTGS/cheque or credit from the insurer, declare the receipt and the exact amount through the in-app “Declare Payout” form and upload genuine documentary proof (bank statement, insurer letter, cheque image, NEFT confirmation, etc.).
8. Upon such declaration, the Service Provider shall issue a sequentially numbered GST tax invoice through the platform. The Client shall pay the invoice through the platform within seven (7) days of issuance, failing which the invoice shall be marked “overdue” and the Client shall stand automatically flagged as a Defaulter in the Service Provider’s records.

4. NON-DISCLOSURE / NON-CIRCUMVENTION & ANTI-EVASION

The Client unconditionally undertakes that he/she/it shall NOT:

- Conceal, under-declare or misrepresent the amount, date or fact of receipt of any claim proceeds from the insurer.
- Provide any false bank statement, fabricated insurer correspondence or doctored proof in the “Declare Payout” module.
- Instruct the insurer to route the payment to any third party, alternate account or nominee with the intention of evading the Success Fee.
- Cancel the claim with the insurer after approval, or accept the claim outside the platform, with the intention of avoiding payment of the Success Fee.

Any such act shall constitute fraud, criminal breach of trust and cheating under Sections 318, 316 and allied provisions of the Bharatiya Nyaya Sanhita, 2023 (formerly Sections 420 and 406 of the Indian Penal Code, 1860), in addition to a material breach of this Agreement, entitling the Service Provider to pursue civil and criminal remedies.

5. INTEREST, RECOVERY COSTS & LATE PAYMENT

9. Any sum remaining unpaid beyond the seven (7) day invoice due date shall carry interest at the rate of eighteen percent (18%) per annum, calculated on a daily basis, from the date of insurer payout until the date of actual realisation by the Service Provider.
10. The Client shall additionally indemnify and reimburse the Service Provider for all costs, charges and expenses (including reasonable advocate’s fees, court fees, arbitration costs, travel and incidental expenses) incurred for the recovery of any overdue amount.
11. All overdue invoices shall be reported to credit information companies, the Company’s partner network and may be published in the Company’s internal Defaulter Registry.

6. CLIENT REPRESENTATIONS

12. The Client is the lawful policyholder/nominee/legal heir entitled to file and receive the claim.
13. All documents, statements and information furnished to the Service Provider are true, complete and not misleading.

14. The Client has not engaged any other person/firm for the same claim in a manner that would conflict with this Agreement.

7. DATA, CONSENT & RECORDS

The Client authorises the Service Provider to (a) collect, store and process the Client's personal data, KYC, policy and claim-related documents on secure cloud storage; (b) act as the Client's authorised representative for the limited purpose of pursuing the claim; and (c) retain digital records of acceptance of this Agreement (including user ID, e-mail, mobile, IP address, device, timestamp and agreement version) which shall be admissible in evidence under the Bharatiya Sakshya Adhinyam, 2023 and the Information Technology Act, 2000.

8. TERMINATION

Either party may terminate this Agreement by giving seven (7) days' written notice. However, the Client's obligation to pay the Success Fee and GST shall survive termination if (a) the claim was already submitted, processed or substantially worked upon by the Service Provider, and (b) the claim is thereafter approved, settled or paid by the insurer at any time within twenty-four (24) months from termination.

9. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause below, the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.

10. ARBITRATION

All disputes shall first be attempted to be resolved amicably. Failing such resolution within thirty (30) days, the dispute shall be referred to a sole arbitrator appointed by the Service Provider, in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Bhubaneswar, Odisha. The proceedings shall be in English.

11. ELECTRONIC ACCEPTANCE

The Client acknowledges that by ticking the "I have read, understood and accept the ClaimForSure Service Agreement" checkbox during sign-up or claim submission and by clicking "Create Account" / "Submit Claim", the Client is deemed to have signed this Agreement electronically under Section 5 and Section 10A of the Information Technology Act, 2000. Such electronic acceptance shall have the same legal force as a signed paper copy and shall be admissible in any court of law in India.

12. ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy and Terms of Use published on the ClaimForSure platform, constitutes the entire understanding between the parties and supersedes all prior arrangements, whether oral or written.

IN WITNESS WHEREOF, the parties have accepted this Agreement on the date of electronic acceptance recorded on the ClaimForSure platform.

For CLAIMFORSURE (Authorised Signatory):

Name: _____ Designation: _____ Date: _____

CLIENT: _____

Name: _____ Mobile: _____ Date: _____

Aadhaar / PAN (last 4): _____ Address: _____
