

## ETERNITY CLAIM SOLUTIONS LLP

**Corporate Address:** Address:M-1/68,NearRajmata Academy, Sector B, Aliganj,  
Lucknow 226024

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**Tel** +91-9919197365 ,6394620424

**E-mail:** - [solutions@eternityclaim.com](mailto:solutions@eternityclaim.com)**Website:**

<https://www.eternityclaim.com/contact-us.php>

## SERVICE AGREEMENT

This Service agreement("Agreement") made between

" "....." " (which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) of the First Part;

**AND**

**M/s ETERNITY CLAIM SOLUTIONS LLP**,having its office at M-1/68, Near Rajmata Academy, Sector B, Aliganj, Lucknow 226024 **Consultant"**

or

**"Eternity Claim Solutions"** (which expression shall unless repugnant to

the context or meaning thereof include its associates ,successors, legal representatives and permitted assigns) of the Second Part;

"The Consultant" and "The Client" are jointly referred to as "Parties" and individually as "Party".

**BY CLICKING THE ACCEPTANCE BUTTON OR SIGNING , THE CLIENT EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, I N CONNECTION WITH HEALTH INSURANCE, LIFE INSURANCE / GENERAL INSURANCE / POLICY NUMBER .....**

**Whereas**, the Consultant is inter alia engaged in the business of providing services of various nature in the field of Life, Health and General Insurance, such as assistance in resolving consumer grievances by assisting clients at Ombudsman and Insurance Companies and representing at Consumer Forums/ Courts.

The overall mission of Eternity Claim Solutions is centered towards helping people get their rightful claims from above entities so that their hardships are removed and the society benefits at large from the services of the company. This will bridge the gap between the people who have social, geographical and educational disadvantages in taking up their grievances and their insurance companies.

**AND WHEREAS**, the Client has approached the Consultant to avail the services of Eternity Claim Solutions.

**NOW, IN CONSIDERATION OF THE ABOVE PROMISES AND MUTUAL COVENANTS CONTAINED HEREINAFTER THIS AGREEMENT WITNESSETH AS UNDER:**

1. **SERVICES:** The Client has communicated its requirement to the Consultant and after understanding all the requirements of the Client the Consultant has agreed to provide its services for resolving the issues related to consumer grievance:

1. To draft application(s) addressed to the company where grievance is to be taken up or concerned authorities for various issues .
2. To use legal and quasi legal methods and to draft all the necessary legal documents like affidavits, indemnity bonds, contracts, complaints, written submissions etc.by engaging/hiring advocates on behalf of you.
3. To send communications and legal notices and the replies and help the Client with all the measures that are required to be undertaken by the Client For resolution of grievance .
4. The client also authorizes the consultant to act on behalf of the client in the negotiation and settlement of matters related to the dispute regarding the Life Insurance policy/Health Insurance Policy /General insurance policy with the Insurance Company/Companies. This

authorization includes, but is not limited to, the sharing of relevant data, documents, and information necessary for the proper representation of the interests of the client. The client trusts that the consultant would exercise due diligence and act in the best interest throughout the negotiation and settlement process.

5. Furthermore, the client also authorizes the consultant to enter into agreements, make decisions, and take any necessary actions which are aligned with the overall objective of arriving at a satisfactory resolution of the grievance, within the scope of the discussed matters.
6. The client also covenants that any settlement arrived at by the consultant on behalf of the client shall be binding on him. The Insurance Company/Companies shall be discharged of all its liabilities in connection to all the disputes raised by the client in respect of the insurance policy/policies in question. The client will not hold the insurance company liable to pay any sort of further interest, penal charges, compensation etc. and the client shall relinquish any further claim with the Insurance Company/Companies connected to the aforesaid issue.
7. The client undertakes unconditionally to withdraw all complaints having the same subject matter; if any pending, before any Court (including civil and/or criminal)/Forum/Ombudsman or before any other authorities, including Police, where the client is a complainant, by moving appropriate application/s or by giving statement to this effect.

## 2. TERMS & TERMINATION

- a. The Consultant after discussing the merit of the case(s) can decide internally to proceed with the case or reject it without assigning any reason(s) thereto. In case of rejection, by the Consultant the Agreements shall be considered null and void.
- b. This Agreement shall commence on the date of acceptance of this Clickwrap Agreement and shall remain in effect until the completion of the services. The Consultant shall be entitled to terminate this Agreement immediately, in the event if the Consultant becomes aware of the fact that the Client has provided forged/bogus/false documents or information thereby showing the wrong intention of the Client to mislead the Consultant.

c. In case the Client decides not to pursue with the Consultant at any time even after positive progress of the assignment and positive response from the Insurance companies, RTA or concerned authorities, the Consultant shall be free to charge the proportionate fees linked with the progress as well as the efforts involved. The following shall be the fees structure in such case:

1. Immediately after registration and initial progress: 5% of the claim amount + GST as applicable
2. After registering the issue with Insurance company & IGMS: 8% of the claim amount + GST as applicable
3. After registering the case with respective Ombudsman: 15% of the claim amount + GST as applicable

## COMPENSATION

1. The Client hereby agrees and undertakes to pay **15% + GST**

(herein referred to as "Fees") of the aggregate amount within **7 (seven) days** from the date the money is credited from Insurance companies in the bank account of the Client. This same is applicable in case of termination of policy and resulting in recovery of money.

2. The Client hereby agrees that in cases, where the ombudsman or the Insurance companies offer relief through conversion into single premium policy, in that case the Consultant shall charge only **8%** of Claim amount as applicable from time to time. This clause falls in Mis-selling of Policy cases.
3. The compensations shall be paid in terms of this Agreement between the Parties post the successful completion of service. The mode of payment shall be an account payee cheque or through money transfer in the account of Consultant. The Client hereby agrees that if the payment is not received within the period of seven days, then the Client shall be liable to pay interest on the value of fees which accrue to the Consultant at the rate of **18%** per annum.
4. The consultancy charge a one-time registration fee of **Rs.1000** at the time of initial registration, which will be refunded if the consultant is unable to provide a resolution to your complaint.

The Client hereby agrees and undertakes that in case the Consultant decides to approach any court of law, the consent of Client shall be obtained by the Consultant in advance. The Legal recourse would be initiated only after approval and signing of a legal contract by the client.

*The capitalized term Fe mentioned above i.e from I to III shall have the same meaning as defined in point number 3 above.*

## **5. UNDERTAKING & INDEMNITY**

1. The Client hereby agrees and undertakes that Client is a legal policyholder/nominee /assignee or authorized representative.
2. The Client hereby agrees and undertakes that he or she shall sign all the documents required for the successful completion of the services.
3. The Client hereby agrees and undertakes to authorize the Consultant to assist the client at various forums after the registration.
4. The Client hereby agrees to comply with legal formalities/procedures and all the communication to be done between client and companies/ RTAs/ or any other concerned authorities shall be routed through the Consultant.
5. The client hereby agrees and undertakes that the entire scenario of case has been explained by him to the consultant and the duration of completion of service by the consultant is not time bound.
6. The Client undertakes to provide the signatures and the required documents like Pan Card, Aadhar, Address Proof, ITR etc. of the Surety/ Guarantor required for processing the case.
7. The Client hereby agrees to defend, indemnify and hold harmless the Consultant and its directors, officers, and employees with respect to a claim arising from the Client's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation.
8. The Client's consent to the use of the reviews/testimonial given by him for the sole purpose of spreading awareness and further promotion of the Consultant business.

## 6. CONFIDENTIALITY

a. The Client acknowledges that during the term of this Agreement, the

Consultant will have access to Confidential Information of the Client and/or received by the Client from third parties, which is confidential to the Client and/or such third parties. The term “**Confidential Information**” used herein shall mean and include information which is confidential and proprietary to the Client and/or to certain third parties with which the Client has relationships, and disclosed to or obtained by the Consultant from the Client and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Client

b. During the term of this Agreement, the Consultant shall hold the Confidential

Information in confidence and shall not publish, disclose or disseminate at any time, to any person; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfil the Client’s duties with the Consultant.

c. Notwithstanding the aforesaid provisions, the Consultant may disclose Confidential Information

(i) that is/ was in the public domain; (ii) that was previously known by Consultant, as established by written records of the Consultant prior to receipt of such information from the Client; (iii) that was lawfully obtained by the Consultant from a third party without any obligations of confidentiality to Client; or (iv) where ordered to do so, by any government, judicial or quasi judicial authority; provided however, that the Company shall in such a case give the Client a reasonable notice of any prospective disclosure and shall assist the Client in obtaining an exemption or protective order preventing such disclosure.

- d. The Consultant agrees that it shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords his own confidential information and shall at all times exercise at least a reasonable degree of care in such protection
- e. The Consultant's obligations with respect to confidentiality shall survive the termination or expiry of this Agreement

## 7. NON-SOLICITATION

a. The Client acknowledges that the ability of the Consultant to conduct and operate its business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Consultant has and will continue to invest substantial resources in training such people. The Client hereby agrees that the Client must not:

1. directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee of the Company and/or its Affiliates, and must use their best efforts to prevent any of his Affiliates from taking any such action;
2. disclose to any third party the names, backgrounds or qualifications of any employees of the Consultant or otherwise identify them as potential candidates for employment;
3. personally or through any other person, approach, recruit or otherwise solicit employees of the Consultant to work for any other employer; and
4. persuade any person which is a client/customer of the Consultant , to cease doing business or to reduce the amount of business which any such person has customarily done or might propose doing with the Consultant.

b. The Client further acknowledges that any breach, or threatened breach, by them of the provisions of this Clause will cause grave and irreparable harm, loss and injury to the Consultant, which cannot be fully redressed by the payment of damages to the Consultant. The Client acknowledge that the scope and duration of the non solicitation provision is reasonable and the Consultant may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent

injunction, or any other equitable remedy which may be available against the Client for the non-performance of any term or provision hereof

**8. CONSEQUENCES OF TERMINATION** On termination of this Agreement for any reason:

- a. the Client shall pay to the Consultant all of the outstanding Fees payable up to the date of termination; and
- b. the accrued rights, remedies, obligations and liabilities of the Company as at termination shall not be affected, including the right to claim damages for any breach of this Agreement, which existed at or before the date of termination.
- c. if the Consultant exercises the right to terminate under termination clause, the Consultant may do so without any penalty, obligation, or liability to the Client under this Agreement.

## **9. NOTICES**

a. Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in case of an email, 1 (One) Business Days after being dispatched on the correct email address of the recipient, or, in the case of a letter, 3 (Three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such party at its address or email address specified herein or at such other address or email address as such party may hereafter specify for such purpose to the other by notice in writing. The addresses referred to above are:

### **If to the Company:**

Attn: Mr. Rajvir Singh

Address: M1/68, Sector B, Aligunj, Lucknow 226024;

Email: solutions@eternityclaim.com

### **If to the Client:**

Address: [•]

Email: [•]

b. A notice or other communication received on a day other than a day, or after business hours in the place of receipt, shall be deemed to be given on the next following day in such place.

c. In the event a Party refuses delivery or acceptance of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

## **10. AMENDMENTS**

Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

## **11. SURVIVAL**

If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

## **12. SEVERABILITY**

In the event of termination of this Agreement, Clause 4 (Undertaking & Indemnity), Clause 5 (Confidentiality), Clause 6 (Non-Solicitation), Clause 8 (Notices), Clauses 14 (Jurisdiction), and this Clause 10 shall survive such termination.

## **13. LIMITATION OF LIABILITY**

In no event shall the liability of the Consultant or permitted successor hereunder or under any other agreement delivered in connection herewith be

greater in amount than the amount of the net proceeds actually received by such Client or successor in consideration of the Services related thereto.

**14. ENTIRE AGREEMENT:**

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and negotiations or business dealing, customary practice evolved any previous business between them and the parties shall not be bound by any conditions, definitions, warranties, representations and negotiations whether oral or written or made earlier to executions of this agreement.

**16. ACTIONABLE CLAIM:**

The consultant holds the right of taking any legal action against the client in the manner as the consultant may deem fit, in case, the client does not pay the agreed fees in the stipulated time frame as mentioned in Clause 3 of this Agreement, in spite of a written request of the Consultant.

**17. JURISDICTION:**

The Courts at Lucknow shall have exclusive jurisdiction to try and adjudicate all suits, actions and proceedings arising out of this Agreement the cost of which shall be entirely borne by the client.