



TERMS AND CONDITIONS OF SERVICE

Registration No: 2022/330635/07
("Forever Sure", "we", "us", "our")
Last update – 19th April 2026

1. INTRODUCTION

- 1.1 These Terms and Conditions govern your use of the Forever Sure website (www.foreversure.co.za) and services. By accessing the Site or using our Services, you agree to be bound by these Terms. Forever Sure (Pty) Ltd is a registered private company in South Africa.

2. NATURE OF SERVICES

- 2.1 Forever Sure does not sell, underwrite, or provide insurance products and is not a financial Services Provider.
- 2.2 Our Services are limited to providing independent administrative and claims support services to assist clients with the handling, submission, communication, and escalation of insurance claims and disputes.
- 2.3 Such assistance may include, but is not limited to:
- 2.3.1 **Claim Documentation Preparation** - Assisting with the organisation, formatting, and preparation of claim-related documents and correspondence for submission purposes.
- 2.3.2 **Submission and Administrative Handling** - Assisting with the submission of claims, supporting documentation, and related communications through appropriate channels.
- 2.3.3 **Insurer Communication (Where Applicable)** - Communicating with insurers or their representatives strictly on the client's instruction and mandate for the purpose of administrative follow-ups and status requests.
- 2.3.4 **Dispute Handling Support (Where Applicable)** - Assisting with the preparation and submission of formal complaints or dispute documentation in relation to rejected or disputed claims.
- 2.3.5 **Ombudsman Escalation (Where Applicable)** - Assisting with the preparation and submission of complaints to the Ombudsman for Short-Term Insurance and/or Ombudsman for Long-Term Insurance, including the collation of required supporting documentation.
- 2.3.6 **Case Monitoring and Follow-Ups** - Tracking the progress of submitted claims or disputes and conducting administrative follow-ups with relevant parties.
- 2.3.7 **Client Updates** - Providing clients with status updates and process-related information regarding their claim or dispute.
- 2.3.8 **Legal Referral & Letters** - Where necessary, we refer matters to independent legal professionals at your own expense and only assist with coordinating documentation and communication.
- 2.4 Forever Sure may conduct internal administrative assessments of claim-related information for the purpose of determining whether to proceed with handling, escalation, or referral of a matter. Such assessments are conducted solely for internal decision-making and do not constitute advice, recommendations, or opinions provided to the client regarding policy coverage, claim validity, or the likely outcome of any matter.
- 2.5 Services are rendered upon client request or when a claim-related matter arises. The monthly subscription fee secures ongoing access to Forever Sure's claims support services, including priority handling where applicable.

3. NO GUARANTEE OF OUTCOME

- 3.1 While Forever Sure will use reasonable diligence, care, and expertise in handling each client's case, we do not guarantee the success or specific outcome of any matter, complaint, or dispute.
- 3.2 Outcomes of complaints or investigations depend on the merits of each case, insurer policies, the Ombudsman's discretion, and applicable laws.
- 3.3 The 50% Refund Policy offered under our Diamond plans applies only to the base service fee paid to date and does not include interest, penalties, or other financial losses that may have accrued during the period of rejected claims.

4. ASSESSMENT AND TERMINATION OF CASES

- 4.1 We reserve the right to assess each matter for merit before proceeding to formal complaint or escalation.
- 4.2 Where a case lacks sufficient merit or evidence, Forever Sure may, in its sole discretion, terminate the investigation or decline further action.
- 4.3 Attorneys or external legal professionals will be engaged only if the case presents a reasonable prospect of success or requires formal legal representation.
- 4.4 Should the investigation be terminated due to lack of merit, the client will be notified in writing, and any refundable portions of the service fee will be handled in accordance with Forever Sure's refund policy (if applicable).
- 4.5 Submission of Policy Documents: Clients must submit their relevant insurance policy documents within 30 days from the commencement of the Service. Failure to do so may result in termination of the engagement, and any payments made within those 30 days will be refunded.

5. SUBSCRIPTION AND CANCELLATION POLICY

- 5.1 Clients who subscribe to Forever Sure's ongoing support or claim plans do so on a month-to-month or once off basis, as specified during registration.

- 5.2 You may cancel your subscription at any time sending an email to info@foreversure.co.za, through our website or phoning 012 004 8107.
- 5.3 Cancellations will take effect at the end of the current billing cycle. No partial-month refunds will be issued unless required by law.
- 5.4 Forever Sure reserves the right to suspend or terminate subscriptions for non-payment, misuse, abuse, or breach of these Terms.

6. PAYMENT TERMS

- 6.1 All service fees are payable as specified in your chosen plan or invoice.
- 6.2 Payment will be facilitated via PayShap (request-to-pay) using the Clients provided banking details. The client consents to Forever Sure storing such information for payment purposes and acknowledges that it may be used for future debit order facilities, subject to a valid mandate where required. Forever Sure shall not be liable for any failures or disruptions arising from the clients banking system.
- 6.3 Failure to make timely payment may result in service suspension or termination.

7. LIMITATION OF LIABILITY

- 7.1 Forever Sure is not liable for losses arising from:
- (a) unsuccessful claims;
 - (b) third-party delays;
 - (c) inaccurate client information;
 - (d) technical failures;
 - (e) decisions by insurers, Ombudsman, or courts. In all circumstances, Forever Sure's total liability shall not exceed the total amount paid by the client for the specific service rendered.

8. CLIENT RESPONSIBILITIES

- 8.1 The client must provide complete, accurate, and truthful information when submitting a claim or complaint for review.
- 8.2 The client must cooperate fully, including providing requested documentation and responding to communication in a timely manner.
- 8.3 Failure to comply with reasonable requests for information may result in suspension or termination of the case.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All materials, designs, text, graphics, logos, and content displayed on the Forever Sure Site are the intellectual property of Forever Sure or its licensors.
- 9.2 You may not copy, distribute, or reproduce any material without prior written consent.

10. PRIVACY AND DATA PROTECTION

- 10.1 Forever Sure complies with the Protection of Personal Information Act, 4 of 2013 (POPIA).
- 10.2 Your personal information is collected and processed only for legitimate business purposes related to the Services.
- 10.3 By using the Site or Services, you consent to the collection and use of your personal data as described in our Privacy Policy.

11. TERMINATION BY FOREVER SURE

- 11.1 Forever Sure may terminate any agreement, subscription, or case with immediate effect if:
- 11.1.1 The client breaches these Terms.
 - 11.1.2 The case lacks merit.
 - 11.1.3 The client engages in dishonest conduct
 - 11.1.4 Continued engagement is deemed unreasonable or unethical.
- 11.2 Termination does not affect any rights or obligations accrued before termination.

12. INDEMNIFICATION

You agree to indemnify and hold Forever Sure, its employees, contractors, and agents harmless from any losses, claims, damages, or costs arising from your breach of these Terms or misuse of our Services.

13. CHANGES TO TERMS

Forever Sure may amend or update these Terms from time to time. Updated versions will be posted on the Site, and the "Last Updated" date will reflect the revision. Continued use of our Services after such changes constitutes acceptance of the updated Terms.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the Republic of South Africa. Any disputes shall be subject to the exclusive jurisdiction of the courts of South Africa.

15. CONTACT INFORMATION

For questions or concerns regarding these Terms or our Services, please contact: Forever Sure (Pty) Ltd
Email: info@foreversure.co.za
Telephone: 012 004 8107
Website: www.foreversure.co.za
Address: Wetton Avenue, Pretoria

16. ENTIRE AGREEMENT

These Terms, together with any Service Agreement or Subscription Plan you accept, constitute the entire agreement between you and Forever Sure and supersede all prior understandings, whether written or oral.

A: Wetton Avenue, Pretoria, 0022
T: 012 004 8107 I: info@foreversure.co.za
W: www.foreversure.co.za

Forever Sure (Pty) Ltd. Registration no. 2022/330635/07. Director FW Patrick

Disclaimer:

Forever Sure provides administrative, representation, and claim dispute support services only and is not a Financial Services Provider (FSP) and does not provide financial advice or intermediary services.