



Owens McCarthy Limited – T/a OMC Claims. Company Registration Number: 439405

Terms of Business Agreement

Introduction

Welcome to [OMC Claims](#). We are Ireland's leading and largest firm of Public Loss Assessors.

A Public Loss Assessor is a professional advocate for the policyholder during a property insurance claim process. They assess and manage claims on behalf of the policyholder, ensuring that the claim is fairly evaluated, and that the settlement is just and in accordance with the terms of the insurance policy.

Public Loss Assessors work to secure the maximum legitimate entitled benefit for the claimant, guiding them through the complexities of the claims process, from initial assessment to negotiation and final settlement.

This document outlines the terms of our business relationship and is intended to serve as a contract between OMC Claims ("we", "us", "our") and you, our valued client ("you", "your"). By engaging our services, you agree to be bound by these terms.

Regulatory Compliance

Regulation by the [Central Bank of Ireland](#): We are authorised and regulated by the Central Bank of Ireland under [regulation number C46734](#). We are registered as an insurance, reinsurance, or ancillary insurance intermediary under the [European Union \(Insurance Distribution\) Regulations, 2018](#). Our activities are carried out in accordance with the rules and guidelines set forth by the Central Bank of Ireland to ensure the highest standards of conduct and consumer protection.

Consumer Protection Code: Our services are subject to the Consumer Protection Code, which aims to ensure transparency, fairness, and integrity in our dealings with you. We are committed to upholding the principles and provisions of the Consumer Protection Code in all our interactions, and to ensure that your insurance provider does likewise.

Fees and Payments

Fee Structure: Our fees for services rendered are calculated as 10% of the ultimate settlement amount obtained on your behalf, subject to the applicable Value Added Tax (VAT) rate. This fee structure is designed to align our interests with yours, ensuring that we work diligently to secure the best possible settlement for your claim. The fee is calculated upon the sum negotiated prior to any deductions being made to reflect 'underinsurance' or the application of the policy 'excess'.

Interim Fees: Depending on the complexity and demands of the work involved in managing your claim, we reserve the right to charge an interim fee. This fee will be discussed and agreed upon with you in advance, ensuring transparency and mutual understanding regarding any additional charges.

Default: Upon engaging our services, the client agrees to remunerate OMC Claims a fee equivalent to 10% of the insurance settlement amount, plus the applicable Value Added Tax (VAT). Our fees are contingent upon the successful resolution of your claim, reflecting the value and complexity of the work undertaken on your behalf.

Payment of fees is due within **14 days of receipt of funds** from the Insurer unless alternative arrangements have been agreed upon in writing. In the event of a payment default beyond this period, OMC Claims reserves the right to pursue the outstanding account by means appropriate to the circumstances.

It is our preference to resolve payment issues amicably and we encourage clients to communicate openly about any difficulties that may affect timely payment, allowing us to consider possible arrangements to accommodate the specific circumstances.

Data Protection and Privacy

GDPR Compliance: In accordance with the EU General Data Protection Regulation (GDPR), we adhere to strict data protection and privacy practices. We collect and retain your personal information on two lawful bases:

Consent: We will obtain your explicit consent for the processing of your personal data for specific purposes. You have the right to withdraw your consent at any time.

Performance of a Contract: We will process your personal data as necessary for the performance of our contractual obligations to you, including managing and settling your insurance claims.

OMC Claims are committed to safeguarding the privacy and personal data of our clients. In compliance with the General Data Protection Regulation (GDPR), we ensure that personal information is processed lawfully, transparently, and for a specific purpose. Once that purpose is fulfilled and the data is no longer required, it is securely disposed of providing that the statutory/regulatory timeline demanded by the Central Bank of Ireland has elapsed.

Our data handling practices are designed to respect your privacy rights. We collect and retain information only with your explicit consent, or as necessary to perform the contracts we enter into with you. This may include personal details, claim information, and other relevant data required to provide our loss adjusting services effectively.

We implement robust security measures to protect your data against unauthorised access, alteration, disclosure, or destruction. You have the right to access your personal data, request corrections, or have your data erased, subject to legal and contractual conditions.

Please be aware that our services involve assessing and managing insurance claims, which may necessitate sharing relevant data with insurance companies, contractors, or legal entities, strictly for the purpose of processing your claim.

By engaging our services, you acknowledge our data privacy practices. For further information or inquiries regarding your data rights, please contact our **Operations Director: Glenn Owens, OMC Claims, Library Place, Town Centre, Killorglin, County Kerry**; glenn@omcclaims.ie

General Terms

Confidentiality: All information shared between us will be treated with the utmost confidentiality and will not be disclosed to third parties except as required by law or in order to fulfil the service.

Governing Law: This agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of Ireland.

Preliminary Best Practice and Claims Advice

Safety First: Ensure your immediate safety and that of others around you. Do not enter damaged premises until it is declared safe to do.

Document Damage: Take clear photographs or videos of the damage as soon as possible. This will serve as crucial evidence for your claim.

Secure Property: Take reasonable steps to prevent further damage, such as covering broken windows or leaking pipes/tanks, but only if it's safe to do so. Retain damaged fittings and property for inspection.

Keep Records: Document all communications and keep receipts for any emergency repairs or temporary accommodations, as these may be reimbursable.

Acceptance

By engaging OMC Claims for Public Loss Assessing and/or Consultancy services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Business.

This document is intended to provide clarity and transparency about our working relationship and to ensure that we provide our services in a manner that meets your expectations and our regulatory obligations. Should you have any questions or require further clarification on any of the terms outlined above, please do not hesitate to contact us.

Owens McCarthy Limited T/a OMC Claims
Library Place, Town Centre, Killorglin, County Kerry
Phone: 1800 29 39 40
Email: info@omcclaims.ie

Client Mandate for Representation



To: Owens McCarthy Limited T/a OMC Claims

From: [Policyholder's Full Name]	
Policyholder's Address:	
Policy Number:	
Claim Number [if available]:	
Insurer:	

Authority to Act on My/Our Behalf

I/We, _____ hereby appoint OMC Claims, its employees, and authorised representatives as my/our exclusive agent(s) to act on my/our behalf in all matters related to my/our insurance claim.

The claim relates to damaged caused by _____

The loss occurred on _____

I/We understand that OMC Claims is acting solely in the capacity of a public loss assessor/advocate and is not providing legal advice. I/We agree to cooperate fully with OMC Claims and to provide all necessary documents, information, and support as required.

Customer Contact

As a matter of course, customers will be informed of rights, updates, and communication in relation to this claim. If you DO NOT wish to receive this communication and are happy that this communication, ONLY be provided to OMC Claims, please confirm with your signature here: _____

Acknowledgment and Agreement:

I/We have read and agreed the Terms of Business which accompany this this mandate and hereby grant OMC Claims the authority to act on my/our behalf as outlined above.

(1) Policyholder's Signature: _____

(2) Policyholder's Signature: _____

Date: _____

For OMC Claims

Authorised Representative's Signature: _____

Name: [Representative's Full Name] _____

Date: _____



OMC Claims Customer Charter

Our Commitment to You:

Transparency: We pledge to maintain openness and honesty in all our communications. You will receive clear, jargon-free explanations about the claims process, your policy, and our services.

Advocacy: As your advocates, we commit to representing your interests vigorously. We will negotiate with insurance companies to ensure fair and just settlements that reflect the true value of your claim.

Professionalism: Our team of [experienced loss assessors](#) will handle your claim with the utmost professionalism and expertise, adhering to the highest industry standards.

Timeliness: We understand the importance of resolving your claim promptly. We commit to efficient and effective service, ensuring a swift and seamless claims process.

Accessibility: We promise easy access to our team when you need it. Whether it's a question, update, or concern, we're here to support you throughout the claims process.

Empathy: We recognize the stress and emotional toll of property loss. Our team will treat you with the utmost respect, empathy, and consideration at all times.

Sustainability: In alignment with our environmental consciousness, we commit to eco-friendly practices in our operations and advice.

Your Responsibilities:

Prompt Notification: Inform us as soon as possible after an insured event to enable us to serve you better.

Documentation: Provide all relevant documentation and evidence necessary for your claim, including photographs, receipts, and reports.

Accuracy: Ensure all information provided during the claims process is accurate and truthful.

Cooperation: Work with us and follow the advised steps to facilitate a smooth and efficient claims resolution.

Feedback and Improvement:

We value your feedback as a vital tool for continuous improvement. Should you have any suggestions or concerns, please do not hesitate to contact us: **Operations Director, OMC Claims, Library Place, Town Centre, Killorglin, County Kerry**. Together, we will strive to exceed your expectations and enhance our service quality.

This charter outlines our promise to you and sets the standard you can expect from us. OMC Claims we're not just assessing claims; we are protecting your peace of mind.