



Exercise caution when accepting an early settlement offer on your public liability claim

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If you're injured in a public place and you report the injury to the person or entity responsible for the place where the incident occurred, in some circumstances, they may make an early (or quick) offer of compensation for your losses. This could include money for medical bills, lost wages or a lump-sum payout for pain and suffering. Whilst this may be tempting (as the lump sum amount offer can often seem very high), accepting an early settlement could have serious consequences for any future entitlement to a [public liability claim](#).

What is a public liability claim?

Public liability claims cover injuries that occur in a public place, including claims commonly referred to as ["slip and fall" claims](#).

This can include:

- injuries in supermarkets or shopping centres;
- injuries on footpaths or in parks;
- injuries at sporting facilities;
- injuries at schools; and
- injuries in any other place the public has access to.

To be able to bring a public liability claim, you need to prove that you were owed a duty of care by the occupier or the person responsible for the space in which you were injured. You also need to show that the person responsible breached that duty of care

to provide you with a safe space or facility.

What am I entitled to with my public liability claim?

If your injury becomes permanent and stable, then you are potentially entitled to significant compensation.

This can include reasonable medical and like expenses such as doctors' visits, surgery costs, travel and physiotherapy. If you are unable to work then you can also claim lost wages and superannuation.

Finally, if your injury meets the "significant injury threshold," you are entitled to claim a lump sum payout for pain and suffering.

Accepting an early offer of compensation may exclude your right to any future claim

An offer of compensation never comes without strings attached. By accepting the compensation initially offered, you are most likely going to be asked to sign a legal document called a release which will mean that you are signing away your rights to bring a public liability claim in the future.

It doesn't matter if your injuries deteriorate and you experience further significant loss, including wages and medical expenses, you will be barred from bringing a future claim.

Signing a release when settling your public liability claim

When the defendant (usually the insurance company) negotiates a settlement proposal, they will require you to sign an agreement or release. This document will set out key aspects of the agreement including:

- the amount to be paid to you as agreed between the parties;
- any repayment due to Medicare or Centrelink by you;
- the time for the defendant to make payment;
- a confidentiality clause, meaning that neither party can disclose the terms of the settlement; and
- a bar to any future claims for the same injury.

Importantly, when you sign the release or agreement, it is final and binding.

Should you wish to make a claim in the future if your injuries deteriorate or you discover that you did not claim the appropriate amount of compensation, then the defendant will use the release to stop you from bringing a further claim.

I've been asked to sign a release for settlement of my public liability claim

If you have negotiated an early settlement with the other side for compensation for your injury and they are requiring you to sign a release or settlement authority, it is crucial that you think very carefully about the offer that is being made and the document you are being asked to sign.

What seems like a large sum of money now, can be easily absorbed by medical bills and other injury-related expenses including surgery, physiotherapy, psychology expenses and so on.

You should consider if your injuries have fully resolved or if you may require further treatment in the future. Does the offer properly compensate you for your lost wages in the past **and** future and are you potentially entitled to lump-sum compensation for pain and suffering?

If you are unsure about any aspect of the offer, you should seek legal advice as a matter of priority.

[Call Guardian for free advice: 1300 700 761](tel:1300700761)

The risks of accepting an early settlement offer on your public liability claim?

In some circumstances, you may try to recover your out-of-pocket expenses from the organisation responsible for your accident early on. This could be things like immediate medical expenses, some travel expenses and some time off work. Whilst this may be a relatively small amount of money in the initial stages, you need to consider whether or not this is the only amount of compensation you are entitled to.

You should remember that an insurance company's interests do not necessarily align with your interests.

You should give careful consideration to whether or not you may be entitled to a much larger amount of compensation if your injuries become permanent and stable. You need to consider (and calculate) what ongoing care and treatment you may require in the future and what happens if you need more time off work than you initially thought. If your injury deteriorates at some point, you may not have negotiated sufficient compensation to cover your future expenses.

You also need to be aware that any settlement you agree to, may impact upon any Centrelink entitlements you are receiving, your private health insurance as well as Medicare entitlements.

A lawyer experienced in public liability claims and the contents of early offers of settlement made by insurance companies will be able to assist you to work through all the entitlements of your claim and assess the potential compensation required for any future needs.

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What are the time limits for bringing a public liability claim?

There are strict time limits that apply to pursuing public liability claims. In Victoria, you have three years from the date of the injury or three years from the date of becoming aware of the injury, in which to issue proceedings in Court.

It is for this reason that you should seek legal advice as soon as possible to ensure that your rights and entitlement are protected.

Engaging a public liability lawyer when negotiating settlement

Lawyers who work in the personal injury space are able to assess your claim and advise you about its potential value and likely chance of its success.

They will be able to advise you as to whether the offer being made is fair and reasonable or if you could attain more with their representation.

At Guardian Injury Law, we are experts in assessing public liability claims and providing you with clear advice in plain English. We ensure that you understand the process every step of the way as well as maximise your entitlements.

Contact Guardian Injury Law to receive free advice now. It costs you nothing to find out where you stand.

Contacting Guardian Injury Law

[1300 700 761](tel:1300700761)

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