

Public Liability Claim

Frequently Asked Questions (FAQs)

1. What should I do if an incident occurs giving rise to a potential claim against me?

Notify your agent/broker or HSBC Life immediately, followed by written claim submission by completion of the Public Liability e-Claims notification with supporting documents. We will appoint a loss adjuster to look into the matter if necessary.

Important note: Do not admit liability without the written consent of HSBC Life. Please refrain from discussing liability with any Third Party and submit to us immediately upon receipt of all correspondence from any third party indicating their intention to claim or the Writ of Summons for our handling.

2. What are the relevant supporting documents required?

- Duly completed Public Liability e-Claims notification
- Incident Report
- Police Report
- Colour Photos of damaged property and location
- CCTV footage showing circumstances of incident
- Assessment Report from repairer on the cause and extent of the property damage
- At least 2 Repair / Replacement Quotations
- Purchase invoice/ receipt of damaged property
- Tenancy and/or Contract Agreement with third party contractors (where applicable)
- Third party claimant's letter of intention to claim, Writ of Summons, etc.

3. What should I do if I receive a Writ of Summons?

Forward the Writ of Summons to us immediately, indicating the date and time you received the Writ of Summons. A legal representative is required to enter appearance on your behalf within 8 days from the date it is served on you to avoid any prejudice to your legal position.

Important Note: If no legal representative enters appearance for the Writ of Summons within the 8 days, Interlocutory Judgement will be entered against you. This will prejudice your/our legal position and we may repudiate your claim as this constitutes a breach of policy condition.

4. Will the Public Liability Policy pay for legal costs and expenses if a third party sues me?

Yes. The policy indemnifies you for all costs and expenses of litigation recoverable by the third party as well as legal costs and expenses incurred with our written consent if you are legally liable for:

- accidental bodily injury or illness to persons
- accidental loss or damage to property

subject to the terms and conditions of the policy.

5.(a) In the event that I/my servant/agent causes damage to third party property, should I compensate the third party for the damage?

Do not negotiate or make any admission, offer, promise or payment without the written consent of HSBC Life in connection with any accident or claim. Forward to us immediately upon receipt, all correspondences received from the third party with regards to their claim against you/your servant/agent for our handling.

5.(b) What happens if I have already compensated the third party without HSBC Life's written consent? Can I still seek reimbursement under my policy?

If you have already done so, you would have prejudiced your/our legal position. We may repudiate your claim as this constitutes a breach of policy condition. However, you may submit to us the required documents for our consideration, subject to the terms and conditions of the policy.