

RECEIVE UP TO £2000 CASH ADVANCE ON YOUR COMPENSATION

You may be entitled to make a compensation claim and you could receive up to £2000 as an advance payment provided you have an eligible claim* that is accepted by Mercer Mackay Solicitors Ltd.

*** Terms and Conditions apply**

Cash Advancement Terms and Conditions

1. Cash advancements are only available for eligible claims once they have been accepted by Mercer Mackay Solicitors Ltd.
2. Accepted means:
 - a. Mercer Mackay Solicitors Ltd's Conditional Fee Agreement (CFA) has been accepted, signed and returned by the client; and
 - b. The client has agreed to Mercer Mackay Solicitors Ltd's Client Care Letter and Terms of Business and has signed and returned the Client Declaration confirming the same; and
 - c. Mercer Mackay Solicitors Ltd has received full admission of liability in writing from the at fault party via the third party insurers. Full admission of liability means that the client is not deemed to be contributory negligent in any way; and
 - d. The medical appointment arranged by Mercer Mackay Solicitors Ltd has been attended by the client and the official medical report has been approved by Mercer Mackay Solicitors Ltd and the client; and
3. The **£2000** cash advancement on the compensation award will not be honoured if the value of the injuries contained within the approved medical report equal less than **£3500** or if an interim payment is made by the third party insurer. In this instance, a reduced cash advancement **may** be offered.
4. Cash advancements will not be offered on the followings claims:
 - a. Small value claims which are valued at £1,000 or less;
 - b. Claims where a previous solicitor/ legal representative has been acting and they received stage 1 costs;
 - c. Claims which are dealt with by the Motor Insurance Bureau for uninsured/ untraced drivers;
 - d. Criminal Injury Compensation Claims;
 - e. Employer's Liability Claims; Public Liability Claims, Occupiers Liability Claims.
5. Only one cash advancement per eligible claim.
6. Cash advancements once taken/ received by the client, are non-transferable.
7. All cash advancements are at the discretion of the Director.



8. Cash advancements will not be offered to clients referred or recommended to Mercer Mackay Solicitors Ltd by a third party including Claims/ Accident Management Companies, Marketing Companies or Referral Companies.
9. Any cash advancement made to a client is deducted from the compensation awarded at the conclusion of the claim. The client must agree to provide written authority for Mercer Mackay Solicitors Ltd to deduct up to **£2000** from the compensation at the conclusion of the claim depending on the amount of cash advancement that was paid to the Client.
10. If your claim is successful, we are no longer able to offer 100% compensation following recent changes in the law. All clients are now liable to pay the costs of:
 - Our success fee (this will not exceed 25% of the damages you receive); and
 - The premium of any After-the-Event Insurance policy that you choose to take out (if applicable).

This means that deductions will be made from your compensation upon the successful conclusion of your case in addition to any cash advancement offered. In the event that your costs liabilities exceed the amount of compensation left following the deduction of the cash advancement, we will invoice you for the outstanding amount. Please refer to our client care documentation for further information in respect of your cost liabilities or contact our office.

Please note that Mercer Mackay Solicitors Ltd reserves the right to amend these terms any time or withdraw the offer at any point.