

The complaint

Miss W complains about the service she received from KL Law Ltd after she instructed it to assist her with an employment tribunal claim.

What happened

In mid-2025, Miss W instructed KL Law Ltd to assist her with an employment matter. She paid KL Law a fixed fee of £2,950 to draft and file her employment tribunal claim.

KL Law submitted Miss W's ET1 tribunal claim form the day after she signed the agreement with it. A few days later, Miss W raised concerns about the quality of the documents KL Law had submitted on her behalf. She said she had consulted with solicitors who had advised her that her claim had been incorrectly completed and it could be rejected on that basis.

KL Law disagreed that it had done anything wrong. So, Miss W asked the Claims Management Ombudsman to consider the matter.

Our investigator didn't think Miss W's complaint should be upheld. He thought KL Law had been clear about what its role was and it had done what it was instructed to under the terms of the agreement it had with Miss W.

Miss W disagreed with our investigator's outcome. She said KL Law wasn't qualified to do what was stated in the agreement. It didn't write the claim as instructed and was lacking knowledge about what the claim was about. She said it had ruined her chances of winning her claim because it made errors in the particulars of claim document. So, the complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided not to uphold Miss W's complaint. I'll explain why.

I've considered everything Miss W and KL Law have told our service, but I'll be keeping my findings to what I believe to be the crux of the complaint. I wish to reassure both parties I've read and considered everything they have sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

It isn't this service's role to assess the merits of Miss W's complaint against her employer. But I can consider whether KL Law has treated her fairly and reasonably, in line with the terms and conditions of their agreement.

I have seen a copy of the agreement KL Law provided Miss W before she agreed to use its services. This says:

“We have agreed to do the following:

- a) reading and considering documents supplied*
- b) conference in order to ascertain instructions (if necessary)*
- c) drafting particulars [sic] of claim*
- d) preparing the claim form and lodging at the Tribunal*
- e) representing you up to the point of receiving response to claim*
- f) entertaining settlement during this period if possible*

We are required to carry out all or some activities above, depending on what the case dictates and are not undertaking any other work under this agreement.”

It goes on to say there is a fixed fee of £2,950 (gross amount) for this service.

KL Law says the work specified in the agreement was completed expeditiously due to Miss W's urgency. KL Law says it offered Miss W a partial refund prior to submitting the pleadings based on the time spent on the file if she decided to withdraw her instructions. It says Miss W rejected this offer and insisted the pleadings be finalised and submitted the same day.

Having reviewed the information available to me, I'm persuaded that this is a fair account of what happened. Miss W signed the agreement with KL Law on 2 July 2025 and the ET1 claim form was submitted late in the evening of 3 July. Within that time frame there was quite a bit of contact between Miss W and KL Law via text message and email. I understand Miss W and KL Law's representative also discussed the claim over the phone.

Miss W says KL Law made several errors in the particulars of claim document it submitted for the tribunal. Miss W has provided a copy of an email she received from the solicitor she engaged after her ET1 claim was submitted. The solicitor said there were quite a few typos in the document KL Law had prepared, but she also said this wasn't necessarily a problem in and of itself. Miss W says one of the dates in the document was incorrect and I think she's right about that. However, I'm satisfied Miss W was given the opportunity to review the documents prepared by KL Law and let it know about any errors before these were submitted.

Miss W says KL Law made technical errors such as missing disability discrimination and incorrectly classifying her claim as sex/maternity/pregnancy discrimination.

In an email she sent to KL Law before engaging its services, Miss W said she wanted to bring claims against her former employer for direct and indirect discrimination on the grounds of pregnancy and maternity leave, victimisation and constructive unfair dismissal.

I haven't seen any evidence that Miss W overtly said she wanted to bring a claim about disability discrimination in her original instruction to KL Law. Moreover, she had the opportunity to correct the document EL Law submitted to the tribunal before it was sent. I appreciate the solicitor Miss W engaged after the ET1 claim form was submitted, had a different opinion about how the claim should have been presented and what should have been included. But I don't believe the document EL Law submitted to the tribunal deviates from the instructions Miss W gave it so far as to persuade me that EL Law failed to capture the crux of her tribunal claim.

Miss W says KL Law didn't disclose that they weren't solicitors and are not authorised by the Solicitors Regulation Authority (SRA).

KL Law is a claims management company which is regulated by the Financial Conduct Authority. One of the regulated activities it is authorised to perform is “*advice, investigation or representation in relation to an employment related claim.*”

The agreement Miss W signed in July 2025 says:

“Please note that as of 1st April 2019, KL Law Ltd., is authorised and regulated by the Financial Conduct Authority.”

There is no mention of KL Law being authorised by the SRA in the agreement or in anything else that I’ve seen. So, I’m not persuaded KL Law provided Miss W with misleading information about what it is authorised to do.

I appreciate my answer will be disappointing for Miss W. But having reviewed the information available to me, I’m satisfied KL Law did what it was required to do, in line with the terms and conditions of the agreement Miss W signed. So, I’m not persuaded to uphold her complaint.

My final decision

For the reasons I’ve explained, I don’t uphold Miss W’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss W to accept or reject my decision before 13 April 2026.

Anne Muscroft
Ombudsman