

complaint

Mr A's complained about Imperial Law Practitioners, trading as Amity Lawyers (Amity), and the handling of cases he instructed them to pursue on his behalf.

background

Mr A instructed Amity to pursue a number of matters for him. He's complained Amity have acted unreasonably when dealing with the following:

- The closure of his personal and business accounts with lender S.
- Fraudulent use of his personal details to open an account with lender B.
- Complaints about government organisations and their conduct towards him.
- The transfer of his professional registration from one primary care trust (PCT) to another.

Mr A said Amity mishandled his cases meaning none of his matters were concluded in the four years they worked for him. He said Amity also didn't release all his paperwork, despite him asking them to do so. This meant he can't progress his cases any further. So, Mr A feels Amity have wasted his time and money.

This complaint was originally accepted for investigation by the Legal Ombudsman, but was transferred to the Claims Management Ombudsman (a Financial Ombudsman Service) as part of the change in the regulation of claims management companies. The investigation was completed by a Claims Management Ombudsman investigator under the rules of the Legal Ombudsman.

Our investigator thought Amity's service hadn't been useful to Mr A. He said Amity's failure to progress matters effectively added to the trouble and upset Mr A had already experienced before instructed them. Because of this, he said Amity should reimburse any fees Mr A paid them, including court fees, and pay him an additional £500 to recognise the trouble and upset their failures had caused.

Mr A agreed with the investigator but didn't agree with his recommendation. Mr A thought Amity should be fined a greater amount to ensure they didn't provide the same level of service to other customers. As Mr A rejected the recommendation, the complaint has been passed to me for a decision.

my findings

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'm upholding the complaint for broadly the same reasons as the investigator.

Before I explain my decision, I confirm that I've considered Mr A's comments about the investigator's wording of his view when making my decision. As Mr A accepted the investigator's view but rejected the recommendation on what Amity should do to put things right, and because Amity didn't reply, my decision focuses on what I think Amity should do to resolve Mr A's complaint.

It's not the role of the Claims Management Ombudsman to fine or punish companies for their actions; this is the role of the regulator – the Financial Conduct Authority. Because of this I'm looking to put Mr A back into the position he would've been in if Amity's service had been reasonable, and to compensate him for any trouble and upset he was caused because of this service.

Mr A instructed Amity to represent him on a number of matters in 2014. From what I've seen, I don't think any of these matters have been progressed to the standard I'd expect.

Regarding Lender S, Amity didn't respond to the Financial Ombudsman Service's request for a copy of Mr A's complaint letter. This led to Mr A having to write to Lender S to begin the process again a year later. Mr A paid Amity an upfront fee to pursue this matter, but they didn't do this. So I think Mr A should be reimbursed for the fee he paid.

Mr A also paid an upfront fee to Amity to pursue his complaint against Lender B. Amity told Mr A this complaint would be better processed through the court. They let the first court action expire and said they made a new claim in March 2018. But, after contacting the courts directly, Mr A was told this claim wasn't made at all.

Amity didn't progress Mr A's claims as agreed when taking the upfront fee, so this should be refunded to him. I've also seen that Mr A paid £308.00 to cover the costs of the second court application. As this application wasn't made, this should also be refunded to Mr A.

In 2014 Amity were also instructed to contact three government organisations regarding Mr A's belief he was being treated unreasonably. From what I've seen, Amity wrote to two of these. One organisation was contacted in 2014. A response received a month later, but Amity did nothing with this. The other was contacted in 2018 - a delay of four years – but no response was ever received and I haven't seen evidence of any action being taken since. For the remaining case, I've seen no evidence that any letter was ever sent.

So, I don't think Amity progressed any of these cases effectively and no work of value has been done. So Mr A finds himself in the same situation he was in before he instructed Amity. I think this is unreasonable and a significant waste of his time.

In 2017 Mr A instructed Amity to make investigations into why his professional registration was transferred. He provided the necessary information to Amity on two occasions over the next six months. In January 2018, Amity requested a new letter of authority as six months had passed since the first one was signed.

I would've expected Amity to issue a letter to the relevant organisation as soon as they had all the information they needed. Their lack of action has again caused a long delay and I've seen no evidence that Mr A has ever received a response. I think this is unreasonable.

Throughout the four years they acted for him, I've seen that Mr A chased Amity for updates and often didn't receive a response. That would've been frustrating and added to the annoyance caused by his cases not progressing.

When considering the substantial delays Amity have caused, together with their poor communication, Mr A has suffered a significant amount of trouble and upset throughout the four years. For these reasons, I agree that Amity should compensate Mr A £500 to recognise this.

putting things right

Amity should:

- Refund the initial fees taken from Mr A plus 8% simple interest from the date they were paid to the date of refund.
- Refund Mr A any additional court fees he paid plus 8% simple interest from the date of payment to the date of refund.
- Pay Mr A an additional £500 in recognition of the trouble and upset caused.

my final decision

For the reasons explained above I uphold Mr A's complaint about Imperial Law Practitioners, trading as Amity Lawyers. They must follow the directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 October 2019.

Joshua Haskey
ombudsman