
Final Decision

16 April 2025

Introduction

Ms B instructed Veale Wasbrough Vizards LLP ('the firm') on August XXXX to advise her regarding ownership of her late husband's company and represent her in a potential claim against her late husband's estate, of which she is executor along with three other executors.

The firm ended the retainer in December because Ms B was unable to pay their outstanding fees.

Ms B is of the view that the firm didn't represent her in the most cost-effective way, and she raised a complaint against them on XX December XXXX. She is specifically unhappy that £60,000 was taken from her late husband's estate to cover legal fees for both the firm and the other executor's solicitor, for preparation for a mediation which never took place. The firm acknowledged the complaint on the same day but didn't respond, causing Ms B to bring her complaint to our office on XX March XXX.

The firm then responded to the complaint on XX May, apologised for the delay and explained why they didn't uphold the complaint.

Our office accepted the following issues of complaint for investigation:

- 1. The firm's client care letter failed to advise of the likely costs and the costs have exceeded what was expected.**
- 2. The firm failed to progress the matter.**
- 3. The firm's invoices did not provide adequate information.**
- 4. The firm failed to answer questions put to them.**
- 5. The firm's opinion changed regarding shareholdings.**


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6. **The firm required counsel's opinion regarding the general running of the case which increased costs.**
7. **The firm took a great deal of time and incurred additional costs to agree to take costs from the estate with the solicitor acting for the estate.**
8. **The firm failed to obtain instruction as advised in their client care letter.**
9. **The firm acted without checking the value of the estate and if there was a benefit to taking the action.**
10. **The firm were communicating with another party regarding the case when Ms B believes they should not have been.**

My Provisional Decision dated 10 March 2025 concluded that the firm's service was unreasonable in relation to issues 1, 2, 4, 6 and 7. I proposed that the firm pay Ms B a total remedy of £24,389.70, made up of:

- £12,749.70 including VAT fee reduction; and
- £11,640 including VAT refund of barrister fees.

For the remaining issues of complaint, I found the firm's service reasonable.

Both Ms B and the firm provided comments and additional evidence in response to my Provisional Decision, which I have reviewed and addressed under the relevant sections below. Please note that where a comment or piece of evidence hasn't specifically been referred to, this doesn't mean it wasn't fully considered before this decision was made.

Conclusion

Dealing with the issues in turn, my decision is as follows:

1. The firm's client care letter failed to advise of the likely costs and the costs have exceeded what was expected.

- 1.1. In the Provisional Decision, I explained that the service the firm provided here was unreasonable because they didn't advise Ms B of the likely costs within their client care letter and the costs exceeded what she expected to pay.
- 1.2. In response to the Provisional Decision, the firm said that it wasn't possible to provide an accurate cost estimate at the outset of the matter.
- 1.3. In response to these comments, I explained under paragraph 1.6 of the Provisional Decision that whilst I appreciate the likely costs can be difficult to predict at the start of a retainer, I would expect the firm to have provided an estimate, based on their professional knowledge and experience. This could have been updated, as and when the case progressed. The costs

far exceeded what Ms B reasonably expected to pay and I therefore remain of the view that the firm's service was unreasonable for this issue of complaint.

- 1.4. In response to the Provisional Decision, Ms B provided her bank account statements to show that she paid a total of £38,729.15 to the firm between XX August XXXX and November XXXX. She explained that the firm failed in their duty to act in her best interests by providing clear and timely information about costs. She said that the firm took from XX May XXXX to March XXXX to prepare her position statement, and their costs for this increased from £3,000 plus VAT on June XXXX to £8,000 plus VAT in March XXXX.
- 1.5. In response to these comments and having reviewed Ms B's bank statements and I accept that she made these payments, as follows:

1	08/	900
2	/08/	2000,00
3	/10/	6,000.00
4	/11/	2,159.00
5	/12/	1,029.00
6	/01/	2,133.35
7	/01/	3,294.00
8	/04/	1,244.40
9	/06/	2,708.40
10	/06/	2,854.80
11	/08/	1,866.60
12	/10/	4,831.20
13	/11/	2,708.40
14	/11/	5,000.00
TOTAL:		38,729.15

- 1.6. I also accept that the firm failed to provide clear and timely information about costs. The firm charged more than what was estimated for preparing the position statement and this is covered under paragraph 1.12 and 1.13 of the Provisional Decision.

2. The firm failed to progress the matter.

- 2.1. In the Provisional Decision, I explained that the service the firm provided here was unreasonable because little progress was made from April -

December XXXX, despite both sides agreeing for funds to be released from the estate to fund mediation.

- 2.2. In response to the Provisional Decision, the firm said that they don't accept they failed to progress the matter from April XXXX. They explained that Ms B was preventing progress being made by refusing to take advice on the best way forward. They said that it wasn't reasonable to expect them to continue providing advice without being paid.
- 2.3. In response to these comments, I explained under paragraph 2.16 of the Provisional Decision that the solicitor acting for the estate released £60,000 to cover mediation costs on XXXX. I explained under paragraph 2.20 that by the end of March XXXX, the firm had already incurred in fees the £30,000 received from the estate and this wasn't used towards mediation, as intended. Whilst I wouldn't expect a firm to continue providing a service if they weren't being paid, the firm continued to incur fees from April XXXX – December XXXX despite no progress being made.
- 2.4. In response to the Provisional Decision, Ms B said that she expressed her worry in relation to the progress of the case in her email on XX August XXXX. She explained that the firm failed to advise her that the new engagement letter needed to be agreed with all the executors, to use the estate's money to pay the legal costs for mediation preparation.
- 2.5. Ms B said that she didn't approve the letter of claim at the end of XXXX, and this was because she didn't want to make a claim against her husband's will. She explained that she sent six emails during these two months and sometimes the progress didn't depend on her. She said that the firm created more work for both sides by mentioning the Inheritance Act 1975 and escalated costs unnecessarily.
- 2.6. In response to these comments, I accept that Ms B was concerned with the lack of progress made throughout the retainer. However, as explained under paragraph 2.22 of the Provisional Decision, I am satisfied that the firm reasonably progressed the matter from when they were instructed in August XXXX to when the position statement was sent in XXXX.
- 2.7. The firm obtained the other executor's agreement for costs to be paid from the estate on XXXX. I appreciate that Ms B had her reasons for not approving the letter of claim for two months between November XXXX and February XXXX. However, I am unable to fairly conclude that the firm caused an unreasonable delay during this time.

- 2.8. I have considered both the firm's and Ms B's comments in response to the Provisional Decision, but I am satisfied that my view on the level of service is correct. Therefore, my view is that the service Ms B received on this issue was unreasonable.

3. The firm's invoices did not provide adequate information.

- 3.1. In the Provisional Decision, I explained that the service the firm provided here was reasonable because their invoices provided adequate information regarding the fees incurred.
- 3.2. In response to the Provisional Decision, Ms B said at no time did the firm advise her that she would be liable for their fees if the estate failed to pay and if they had, she wouldn't have agreed to go ahead because she had run out of money.
- 3.3. In response to these comments, I explained under paragraphs 3.7 of the Provisional Decision that the firm made Ms B aware on XX September XXXX that final liability of cost would be agreed once her financial provision from the estate was agreed. I am satisfied that Ms B was made aware she was personally responsible for payment of the firm's fees and their invoices were payable upon receipt. The firm received £30,000 from the estate but the remaining fees were payable by Ms B.
- 3.4. I have considered Ms B's comments in response to the Provisional Decision, but I am satisfied that my view on the level of service is correct. Therefore, my view is that the service Ms B received on this issue was reasonable.

4. The firm failed to answer questions put to them.

- 4.1. In the Provisional Decision, I explained that the service the firm provided here was unreasonable because they failed to answer Ms B's questions on several occasions.
- 4.2. In response to the Provisional Decision, Ms B said that she didn't find out about the email of XX April XXXX until the end of October.
- 4.3. In response to these comments, I explained under paragraph 4.6 of the Provisional Decision that on XX October XXXX, Ms B emailed the firm and asked why they didn't show her an email sent on XX April XXXX at the time it was sent. The firm didn't answer this question. I therefore remain of the view that the firm's service was unreasonable for this issue of complaint.

5. The firm's opinion changed regarding shareholdings.

- 5.1. In the Provisional Decision, I explained that the service the firm provided here was reasonable because their opinion regarding the shareholdings changed, as and when more information was provided.
- 5.2. In response to the Provisional Decision, Ms B said that she provided evidence to the firm of her being owner of company B and they initially agreed that she had 100% ownership. She explained that the firm changed their opinion without proof, and this fuelled the case further.
- 5.3. In response to these comments, I explained under paragraphs 5.4 and 5.5 of the Provisional Decision that the firm changed their opinion following a dispute from the estate's solicitor and subsequent advice from counsel. I am therefore satisfied that the firm had a fair reason to change their opinion.
- 5.4. I have considered Ms B's comments in response to the Provisional Decision, but I am satisfied that my view on the level of service is correct. Therefore, my view is that the service Ms B received on this issue was reasonable.

6. The firm required counsel's opinion regarding the general running of the case which increased costs.

- 6.1. In the Provisional Decision, I explained that the service the firm provided here was unreasonable because between April and December XXXX, they required counsel's opinion on how mediation was to be funded and drawing up a loan agreement, which went beyond the work estimated for and increased costs.
- 6.2. Neither Ms B nor the firm have raised any comments or concerns with my view and therefore, I endorse my view on the firm's service here.

7. The firm took a great deal of time and incurred additional costs to agree to take costs from the estate with the solicitor acting for the estate.

- 7.1. In the Provisional Decision, I explained that the service the firm provided here was unreasonable because they took a great deal of time and incurred additional costs between April and December XXXX, trying to agree to take costs from the estate.

- 7.2. In response to the Provisional Decision, the firm said that they were acting in Ms B's best interests by trying to agree funding to continue to represent her. They explained that Ms B refused to take their advice causing the costs to increase unnecessarily. They said that Ms B received regular invoices with detailed time breakdowns, so she was aware of the increasing costs.
- 7.3. In response to these comments, I accept that at times, Ms B didn't accept the firm's advice however, she agreed for mediation costs to be paid from the estate on XX October XXXX and the firm received £30,000 from the estate on XX November to fund this. I don't find that the firm were acting in Ms B's best interests by spending the funding from the estate on work that wasn't estimated for. I accept that Ms B was aware of the increasing costs after they were incurred because she received regular invoices, but she did also raise concern with the costs and how they were going to be paid back.
- 7.4. In response to the Provisional Decision, the firm also explained that when the costs escalated to a point where Ms B could no longer fund the matter, they found a solution for her, which she refused to pursue. Lastly, they provided a note from counsel to show what was done to assist Ms B.
- 7.5. In response to these comments, costs escalated to a point where Ms B could no longer fund the matter in November XXXX. At this time, Ms B agreed for £30,000 to be paid to the firm from the estate to fund mediation. She believed that this would fund matters towards a resolution.
- 7.6. However, by April XXXX, the firm had already spent this money, prior to mediation being arranged or prepared for. I have reviewed the note from counsel and can see that the purpose of it was to convince Ms B to loan £70,000 from company M.
- 7.7. I explained under paragraphs 7.15 – 7.17 of the Provisional Decision that on XXXX, the firm advised Ms B to agree for a further £70,000 to be released by way of a loan from company M.
- 7.8. Ms B was concerned with the rapidly increasing costs and financial implications of this loan and when she didn't agree to the loan, the retainer was terminated. I remain of the view that the firm's service was unreasonable for this issue of complaint.
- 7.9. In response to the Provisional Decision, Ms B said she told the firm throughout the matter that her budget was very limited to pay legal costs, and they told her that the only way forward was to take money from the

estate. She explained that it was agreed for £60,000 to be taken from the estate in November XXXX, but the firm incurred over this amount and ran up their costs until December XXXX, which was unethical. She said that in April XXXX, the firm tried to take money from the company, which she didn't agree to.

- 7.10. In response to these comments, I understand Ms B's comments and remain of the view that the firm's service was unreasonable for this issue of complaint.

8. The firm failed to obtain instruction as advised in their client care letter.

- 8.1. In the Provisional Decision, I explained that the service the firm provided here was reasonable because the work carried out by them was in line with their initial instruction, as advised in their client care letter, which was to represent Ms B in a potential IHA claim against her late husband's estate.

- 8.2. Neither Ms B nor the firm have raised any comments or concerns with my view and therefore, I endorse my view on the firm's service here.

9. The firm acted without checking the value of the estate and if there was a benefit to taking the action.

- 9.1. In the Provisional Decision, I explained that the service the firm provided here was reasonable because they were made aware of the value of assets within the estate from the outset of their retainer and were satisfied that there was a benefit to Ms B to taking action.

- 9.2. Neither Ms B nor the firm have raised any comments or concerns with my view and therefore, I endorse my view on the firm's service here.

10. The firm were communicating with another party regarding the case when Ms B believes they should not have been.

- 10.1. In the Provisional Decision, I explained that the service the firm provided here was reasonable because when they were instructed not to communicate directly with the other executor, they followed Ms B's instruction. The firm communicated with the solicitors for both the estate and the other executor, in line with their instruction.

- 10.2. Neither Ms B nor the firm have raised any comments or concerns with my view and therefore, I endorse my view on the firm's service here.

Final Decision

I have explained, above, my views on the level of service the firm provided to Ms B. In the Provisional Decision, I explained that I felt a remedy was warranted and what in my view was an appropriate remedy.

I explained under paragraph 11.7 of the Provisional Decision that based on the cost information under issue one, I calculated that the firm charged Ms B a total of £65,912 plus VAT (£79,094.40 inclusive). Both Ms B and the firm were contacted on 3 April 2025 and informed that I made an error under paragraph 11.9 of the Provisional Decision where I calculated that Ms B was liable for £35,912 plus VAT (£43,094.40 inclusive) of the firm's fees. However, as £30,000 of the firm's fees were paid for by Ms B's late husband's estate, Ms B was liable for the remaining £49,094.40 including VAT.

On XXX April XXXX, in response to this calculation error, Ms B said that the firm have charged her more than £65,912 plus VAT and she set out her calculations to explain this.

In response to these comments, I accept that Ms B has been charged more than this. The figure of £65,912 plus VAT relates to the firm's fees only and doesn't include the disbursements, which I considered and proposed a remedy for under paragraphs 11.12 – 11.13 of the Provisional Decision.

On 15 April 2025, the firm confirmed that they didn't have any further comment to make regarding this calculation error.

I remain of the view that the firm should reduce Ms B's liability towards their fees by 30%. This is a reduction of £14,728.32 including VAT, not £12,749.70 including VAT.

I also remain of the view that the firm should refund £11,640 including VAT of counsel's costs. This makes a total remedy of £26,368.32 including VAT, which can be deducted from the outstanding costs Ms B owes to the firm.

Therefore, my Final Decision is that there has been unreasonable service that requires a remedy and direct that the firm pay Ms B a total remedy of £26,368.32 including VAT.

Provisional Decision

10 March 2025

Introduction

Ms B instructed Veale Wasbrough Vizards LLP ('the firm') on 28 August 2018 to advise her regarding ownership of her late husband's company and represent her in a potential claim against her late husband's estate, of which she is executor along with three other executors.

The firm ended the retainer in December XXXX because Ms B was unable to pay their outstanding fees.

Ms B is of the view that the firm didn't represent her in the most cost-effective way, and she raised a complaint against them on XX December XXXX. She is specifically unhappy that £60,000 was taken from her late husband's estate to cover legal fees for both the firm and the other executor's solicitor, for preparation for a mediation which never took place. The firm acknowledged the complaint on the same day but didn't respond, causing Ms B to bring her complaint to our office on March XXXX.

The firm then responded to the complaint on 13 May, apologised for the delay and explained why they didn't uphold the complaint.

Our office accepted the following issues of complaint for investigation:

- 1. The firm's client care letter failed to advise of the likely costs and the costs have exceeded what was expected.**
- 2. The firm failed to progress the matter.**
- 3. The firm's invoices did not provide adequate information.**
- 4. The firm failed to answer questions put to them.**
- 5. The firm's opinion changed regarding shareholdings.**
- 6. The firm required counsel's opinion regarding the general running of the case which increased costs.**
- 7. The firm took a great deal of time and incurred additional costs to agree to take costs from the estate with the solicitor acting for the estate.**
- 8. The firm failed to obtain instruction as advised in their client care letter.**
- 9. The firm acted without checking the value of the estate and if there was a benefit to taking the action.**
- 10. The firm were communicating with another party regarding the case when Ms B's believes they should not have been.**

My colleague's Case Decision dated 4 December 2024 concluded that the firm's service was reasonable for all 10 issues of complaint and therefore didn't propose any further action be taken.

The firm accepted the Case Decision on 10 December but as Ms B rejected the Case Decision, the matter has been passed to me to make a Final Decision. I have reviewed the additional evidence provided by Ms B and responded to her comments under the relevant sections below. Please note that where a comment hasn't specifically been referred to, this doesn't mean it wasn't fully considered before this decision was made.

As I have reached a different conclusion to the Case Decision, I have made this Provisional Decision to allow both parties to comment, before a Final Decision is made.

Conclusion

Dealing with the issues in turn, my decision is as follows:

1. The firm's client care letter failed to advise of the likely costs and the costs have exceeded what was expected.

- 1.1. In response to the Case Decision, Ms B said that her husband didn't own any property and even their family home was owned by the company. She explained that the firm's attendance note of the meeting on XXXX is incorrect and this damaged the running of her case in its entirety. She said that there was no discussion about the size of the estate or the firm's costs being paid from the estate.
- 1.2. Ms B said that this attendance note has corrupted the investigator's view on the value of the estate because there was no mention of the estate value, and the estate was even unable to pay the funeral costs.
- 1.3. In response to these comments, my findings for this issue of complaint differ from the Case Decision. I shall explain why.
- 1.4. I have dealt with the firm's fees only under this issue of complaint, as I have dealt with the information provided regarding counsel's fees, under issue 6 of complaint.
- 1.5. I have seen the firm's client care letter dated XXXX, which quoted a fixed fee of £750 plus VAT to review the file and provide advice on the next steps. The letter then confirmed that going forward, the firm would charge

for their time spent dealing with the case and they set out their hourly rates. The firm didn't advise Ms B of the likely costs involved, which is what I would expect to see at the start of a retainer.

- 1.6. Whilst I appreciate this can be difficult to predict, I would expect the firm to have provided an estimate, based on their professional knowledge and experience. This could have been updated, as and when the case progressed.
- 1.7. Lastly, the firm estimated their fee, together with Counsel's fee, for a conference be to £5,000 plus VAT. This was increased on XX October to £7,000 plus VAT, including counsel's fee of £2,000 plus VAT, and the conference took place the following week on XXXX. Following this, I find that the firm should have advised Ms B of the likely costs going forward, which they didn't.
- 1.8. The next estimate I have seen the firm provide to Ms B was five months later, on XX March XXXX, when they wrote to Ms B and estimated the costs of mediation to be between £12,000 - £20,000 including counsel's fees. The firm haven't said VAT was to be added onto this and therefore I have taken this to mean that this estimate was inclusive of VAT.
- 1.9. I appreciate that this estimate was likely to include the preparation for mediation and not just a mediation day alone, which didn't take place. However, the firm weren't at the stage of preparing for mediation as they hadn't received full disclosure from the executor's solicitor, exchanged position statements or even obtained the other executor's agreement to mediate.
- 1.10. By this stage, the firm had sent Ms B the following invoices, charging a total of £18,082 plus VAT and disbursements, against an estimate of £5,750 plus VAT and disbursements:

Date	Firm's fees excluding VAT and disbursements
XX August XXXX	£750
XX September XXXX	£2,000
XX October XXXX	£1,799.50
XX November XXXX	£3,524
XX December XXXX	£1,590.50
XX February XXXX	£2,745
XX March XXXX	£1,037
XX April XXXX	£2,257

XX June XXXX	£2,379
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1.11. Whilst I haven't been provided with evidence of Ms B questioning the firm's monthly invoices, she also had no idea what the potential likely costs would be and was making monthly payments on account.

1.12. A further three months later, onXXXX, the firm emailed Ms B and said:

Costs estimate for next stages

1. Further correspondence from you and providing advice, considering further disclosure; £2,000 plus VAT

2. Advice from Counsel; £2,000-£3,000 plus VAT

3. Preparation of your Position Statement; £3,000 plus VAT

I would be grateful if you would confirm that these estimates are agreed.

1.13. Based on this estimate, Ms B reasonably expected to pay approximately £5,000 plus VAT and disbursements for her position statement to be prepared. The position statement was prepared and sent to the solicitor acting for the estate on XXXX. By XX March, the firm had sent Ms B the following invoices, charging a total of £29,912.50 plus VAT and disbursements:

Date	Firm's fees excluding VAT and disbursements
XX July XXXX	£1,555.50
XX August XXXX	£4,026
XX October XXXX	£2,257
XX November XXXX	£3,666.50
XX November XXXX	£1,858
XX January XXXX	£2,272
XX March XXXX	£7,857.50
XX March XXXX	£6,420

1.14. As detailed under the following issue of complaint, the firm were able to arrange mediation at this stage but instead, a without prejudice meeting was proposed to resolve issues ahead of mediation. On XX May, the firm estimated their fees for this meeting and preparation to be £1,500 - £2,000 plus VAT and disbursements. This is the final estimate I have seen the firm provided to Ms B. However, between April and December XXXX, when the retainer ended, the firm had sent Ms B the following invoices, charging a total of £17,917.50 plus VAT and disbursements:

Date	Firm's fees excluding VAT and disbursements
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XX April XXXX	£5,184.50
XX May XXXX	£2,528
XX June XXXX	£2,321.50
XX August XXXX	£1,504
XX September XXXX	£2,993.50
XX November XXXX	£1,850
XX December XXXX	£1,536

- 1.15. My colleague's Case Decision found the firm's service reasonable because the firm's total fees were within a reasonable leeway of 2.7% over the total estimates provided. I don't agree with this conclusion for several reasons.
- 1.16. Firstly, the issue of complaint for investigation was that the firm failed to advise of the likely costs and the costs have exceeded what was expected. The evidence shows that the firm didn't advise of the likely costs within their client care letter or at any stage throughout their retainer. I have therefore found the firm's service unreasonable for this issue of complaint.
- 1.17. Secondly, the Case Decision has added up all estimates provided, including duplicate estimates and estimates for disbursements, and compared them to the total fees. I don't find this to be a fair way to investigate the firm's cost information because I would expect a firm to provide an estimate at the outset and update this estimate if it became apparent that the estimate was going to be exceeded. As can be seen above, the firm's estimates were greatly exceeded before another was provided.
- 1.18. In addition, the Case Decision has included large estimates for a mediation, which didn't happen and therefore Ms B wouldn't have reasonably expected to have paid these fees.
- 1.19. Overall, the evidence shows that the firm didn't advise Ms B of the likely costs within their client care letter and the costs exceeded what she expected to pay. I have therefore found the firm's service unreasonable for this issue of complaint.

2. The firm failed to progress the matter.

- 2.1. In response to the Case Decision, Ms B said that on XXXX, she was urged to use estate funds despite having already personally paid over £20,000 with no progress. She explained that she was misled into believing that

using estate funds would resolve the dispute and at no time was she told she would be responsible for the legal fees if the estate failed to pay them. She said that if she were told this, she would have maintained her position on XX September to stop any further work.

2.2. In response to these comments, my findings for this issue of complaint differ from the Case Decision. I shall explain why.

2.3. I have seen the firm's client care letter dated XXXX which confirmed that they had been instructed to represent Ms B regarding a potential claim against her late husband's estate. I understand that Ms B was of the view that she was the legal owner of company 'B' shares, but the other executors' position was that the shares formed part of the estate. Ms B wanted advice on whether she had a claim for financial provisions under the Inheritance Act ('IHA') 1975.

2.4. The firm confirmed that they would review the paperwork and advice on the next steps. In relation to timescales, the firm said:

On present information we are unable to advise how long this matter will last. We will review with you the timescale as the case progresses.

2.5. This shows that the firm would review the timescales with Ms B as the case progressed. However, I haven't been provided with evidence of any timescales being provided to Ms B regarding the case progression.

2.6. For the following four months, the evidence shows that the firm reasonably progressed the case. They met with Ms B on XX August and agreed to write to the solicitor acting for the estate and arrange a meeting with counsel. They then sent the draft letter to Ms B on XX September and arranged a meeting with counsel for XX November. Following this meeting, the firm agreed to draft a letter setting out the Inheritance Act ('IHA') claim and arrange another meeting to discuss strategy and settlement.

2.7. The firm sent Ms B the draft letter to the solicitor acting for the estate on XX November, in which they proposed for a without prejudice meeting be arranged to try and achieve a compromise. They updated Ms B on XX December and explained that the solicitor acting for the estate required disclosure of relevant documents before the meeting could be set up. They advised Ms B to instruct counsel to finalise a notice of claim letter ahead of the meeting.

- 2.8. Ms B approved the notice of claim letter, and it was sent on XXXX. Whilst I appreciate there was a two month delay here; this was because the firm were awaiting Ms B to approve the letter.
- 2.9. The firm updated Ms B on XX March and informed her that the other executors had agreed to both a meeting, and to make the payments requested in the notice of claim letter. The firm highlighted the benefits of a mediation meeting to Ms B and awaited her instruction.
- 2.10. I understand that Ms B was concerned about the high costs of mediation and so the firm emailed her on XX April and explained that the costs of mediation could be paid for from the estate.
- 2.11. I haven't been provided with any evidence of Ms B agreeing to mediation and little progress was made over the following two months. Again, this was because the firm were awaiting instructions from Ms B and this delay was outside of their control.
- 2.12. On XX June, the firm emailed Ms B and set out their costs for obtaining counsel's advice and preparing her position statement. Ms B wanted to prepare her own position statement to keep costs down, but the firm explained that counsel's advice would be needed to address the legal issues. On XX August, the firm explained that they were unable to do more work on the matter until their invoices were paid as they were payable on presentation.
- 2.13. Ms B wrote to the firm on XX September and said that she didn't agree for further funding for attending mediation to be paid out of the estate. The first time I have seen Ms B agreeing to instruct counsel, draft the position statement and mediation was in her email four months later, on XX October. Again, this delay was outside the firm's control.
- 2.14. A conference with counsel took place on XXXX and the firm's attendance notes state that Ms B agreed for the costs of mediation to be paid from the estate. The firm emailed Ms B on XXXX and said they had "*informed the parties last week that £30,000 could be released to each party by [the estate] to pay legal costs for preparing for the mediation and attending the mediation.*"
- 2.15. The firm emailed Ms B again on XX November and explained that the other executor's solicitor was "*waiting for £30,000 transfer to be made by [the estate] before they will start work.*"

- 2.16. The solicitor acting for the estate released the funds on XXXX and by XXXX, the firm had received the Will file. The firm emailed Ms B on this date and said they were awaiting her accounts information to draft her position statement.
- 2.17. The firm provided Ms B with the draft position statement on XXXX, which she approved, before it was sent to the solicitor acting for the estate on XXXX.
- 2.18. The executor's solicitor wrote to the firm on XXXX and said:

"In circumstances where the parties' respective positions in relation to points fundamental to them being able to engage meaningfully in a mediation appear to be diametrically opposed (e.g. in relation to who needs to be represented at the mediation / party to any agreement reached), our clients remain firmly of the view that a mediation at this stage would be premature. Rather than continuing to debate these issues via expensive (and probably fruitless) solicitors' correspondence, we propose instead that the parties' legal representatives (including Counsel) attend a without prejudice video conference in order to seek to break the deadlock. We hope that this will then put the parties in a position to mediate."

- 2.19. This shows that the executor's solicitor believed they hadn't reached a stage to mediate because the parties' views were too far apart. Instead of continuing with expensive and unproductive correspondence, they proposed the legal representatives arrange a meeting.
- 2.20. It appears that little progress was made on the matter following this, other than to agree how mediation would be funded. The firm have accepted that once the position statement had been sent, they had already incurred in fees the £30,000 received from the estate and this wasn't used towards mediation, as intended.
- 2.21. Correspondence regarding how to fund mediation from the estate went back and forth over the following eight months, before the retainer was terminated in December. The time taken to agree to take costs from the estate has been dealt with under issue seven and therefore I won't repeat my findings here.
- 2.22. For this issue of complaint, the evidence shows that the firm reasonably progressed the matter from when they were instructed in August XXXX to when the position statement was sent in XXXX. Whilst there were periods where no progression was made during this time, it was because the firm

were awaiting instructions from Ms B. By April, the firm were able to arrange a meeting with the other executor's solicitor and had informed Ms B of their estimated costs for this.

2.23. However, little progression was made, despite both sides agreeing for funds to be released from the estate to fund mediation.

2.24. Due to the lack of progress made from April XXXX onwards, I have found the firm's service unreasonable for this issue of complaint.

3. The firm's invoices did not provide adequate information.

3.1. In response to the Case Decision, Ms B said despite the firm being informed twice, on XX April and XX June XXXX, that there were no funds in the estate, they advised her to utilise estate funds to cover their legal fees. She explained that the firm failed to advise her on the appropriateness of covering her own legal costs and there was no discussion regarding payment methods for legal fees.

3.2. In response to these comments, I have seen that the firm provided Ms B with 28 invoices between August XXXX and December XXXX. Each invoice contained a breakdown of the work completed, the date and the time spent. I am satisfied that the invoices provided a reasonable explanation of what was charged for and when.

3.3. As detailed under issue two, the solicitor acting for the estate had agreed to make payments to Ms B as requested in her notice of claim letter on XXXX. However, the estate didn't hold any funds and therefore they requested the release of funds from a property management company. On 13 June, the solicitor acting for the estate confirmed "*we are not holding any funds on behalf of the estate.*" They explained that they had chased the property management company so that they could pay Ms B.

3.4. This shows that no funds were held in the estate and the solicitor acting for the estate were obtaining funds from the company.

3.5. I understand Ms B is of the view that there was no discussion regarding payment methods for legal fees however, the firm's client care letter dated XXXX explained that Ms B was "*personally responsible for payment of our costs*".

3.6. In addition, the firm's invoices informed Ms B that "*invoices are payable upon first presentation*".

- 3.7. Lastly, when there was discussion for payments to be made from the estate, the firm explained to Ms B on XX September XXXX that *“we can agree the final liability for costs when we reach an agreement regarding your financial provision from the estate.”*
- 3.8. This shows that Ms B was made aware the payments from the estate would be considered a loan and that the final liability of these costs would be agreed at the end of the matter.
- 3.9. Overall, I am satisfied that Ms B was made aware that she was liable to pay for the firm’s fees, and their invoices provided adequate information regarding the fees incurred. I have therefore found the firm’s service reasonable for this issue of complaint.

4. The firm failed to answer questions put to them.

- 4.1. In response to the Case Decision, Ms B didn’t provide any specific comments in relation to this issue of complaint.
- 4.2. My findings for this issue of complaint differ from the Case Decision. I shall explain why.
- 4.3. I have seen that Ms B emailed the firm on XX September XXXX and asked several questions, one of which was for them to clarify why both their XX July and XX August XXXX invoices had a charge of £183 for various emails.
- 4.4. The firm responded the same day and said: *“In this response I am going to deal with the main issues so that we can concentrate on the next steps to resolve the issues of your financial provision for the future.”*
- 4.5. My colleague’s Case Decision found it reasonable of the firm not to have responded to every question asked as it wouldn’t have assisted in resolving the issues for the future. However, Ms B was aware she was paying for the firm’s time, and she wouldn’t have raised questions with them if they weren’t important. I therefore would expect the firm to have answered the questions put to them.
- 4.6. On XX October, Ms B emailed the firm and asked why they didn’t show her an email sent on XX April XXXX at the time it was sent. The firm didn’t answer this question.
- 4.7. On XX April XXXX, Ms B emailed the firm and requested clarification on several points, such as where the figure of 27% came from, how the

borrowed money would be paid back and how this would be regularised. Again, the firm didn't answer these questions.

- 4.8. Lastly, on XX October, Ms B emailed the firm and asked whether they had received any letters since XX October XXXX. The firm responded on XX November, attached an email and asked for Ms B's confirmation that they could respond. I am satisfied that the firm answered Ms B's question here.
- 4.9. The evidence shows that the firm failed to answer Ms B's questions on several occasions. I have therefore found the firm's service unreasonable for this issue of complaint.

5. The firm's opinion changed regarding shareholdings.

- 5.1. In response to the Case Decision, Ms B didn't provide any specific comments in relation to this issue of complaint.
- 5.2. I have seen that when the firm were instructed, Ms B emailed them on XX August XXXX and explained that her late husband appointed her as the sole shareholder of company B on XXXX. She explained that she signed a Deed of Trust ('DoT') dated XXXX, which declared that she was holding the shares on trust for her husband as nominee.
- 5.3. The firm then wrote to the solicitor acting for the estate on XX November and confirmed that Ms B was the owner of company B. The firm were of this opinion for several reasons; previous solicitors had advised as much; Ms B was registered as the legal owner of the shares on the companies register; and the shares weren't declared when the grant of probate was obtained.
- 5.4. The solicitor acting for the estate disputed this, as they believed that company B formed part of the estate. They wrote to the firm on XX July and explained that the DoT was a nominee agreement for Ms B to hold the shares as nominee for her husband, with the intention that they would form part of his estate. They also argued that the XXXX Will only related to UK and Isle of Man ('IOM') assets only and therefore didn't revoke the previous Will, which related to worldwide assets.
- 5.5. The firm obtained counsel's advice on this, which was provided to Ms B the following year on XX June XXXX. The advice was that the revocation clause only revoked the parts of the previous Will which dealt with UK and IOM assets, not the part of the previous Will which dealt with worldwide assets, including the company B shares.

- 5.6. The evidence shows that the firm's opinion regarding the shareholdings changed, as and when more information was provided. I have therefore found their service reasonable for this issue of complaint.

6. The firm required counsel's opinion regarding the general running of the case which increased costs.

- 6.1. In response to the Case Decision, Ms B didn't provide any specific comments in relation to this issue of complaint.
- 6.2. My findings for this issue of complaint differ from the Case Decision. I shall explain why.
- 6.3. I have seen that the firm wrote to Ms B on XX August XXX and proposed to arrange a conference with counsel to obtain preliminary advice on the next steps. The conference was arranged for XXXX and the estimated fee of £2,000 plus VAT was charged within the XX November XXXX invoice.
- 6.4. On XX January XXXX, the firm emailed Ms B and informed her they would need £2,000 on account for counsel to read the notice of claim letter. It appears that these fees were charged within the 13 November invoice.
- 6.5. On XX July XXXX, the firm emailed Ms B and estimated £3,000 plus VAT to obtain advice from counsel following further disclosure. By XXXX, Ms B had agreed to mediation and instruct counsel to draft the position statement. On XX November, the firm estimated £4,000 - £5,000 plus VAT for counsel to draft the position statement and these costs were charged within the XX March XXXX invoice.
- 6.6. I am satisfied that it was reasonable of the firm to have obtained counsel's opinion during these times as Ms B was informed of the likely costs beforehand and specialist advice was needed, due to the complexities of the case.
- 6.7. On XX January XXXX, the firm estimated £8,000 - £10,000 plus VAT and expenses for counsel's fees for preparing and attending mediation. However, the charges for counsel's opinion between May and November XXXX appear to relate to advice on how mediation was to be funded and drawing up a loan agreement. Counsel fees weren't incurred for mediation preparation or attending mediation, which we are aware didn't take place.
- 6.8. I have seen the following counsel fee charges on the firm's invoices:

Date of invoice	Amount charged plus VAT
XX May XXXX	£4,100
XX June XXXX	£800
XX August XXXX	£2,675
XX September XXXX	£925
XX November XXXX	£1,200

- 6.9. My colleague's Case Decision found the firm's service reasonable for this issue of complaint because the matter was highly complex and required counsel's opinion at various points. She explained that the advice increased towards the end of the matter when it became important to gain advice on most aspects of the matter.
- 6.10. Whilst I agree that the matter was highly complex and required counsel's opinion at various points, the advice from counsel between May and November XXXX was in relation to how mediation was to be funded and drawing up a loan agreement, not in relation to mediation preparation or attending mediation.
- 6.11. The evidence shows that prior to XXXX, the firm were obtaining counsel's opinion because specialist advice was needed. However, the costs incurred to obtain counsel's opinion from XXXX onwards appear to relate to advice on how mediation was to be funded and drawing up a loan agreement, which went beyond the work estimated for. I don't find the firm were acting in Ms B's best interests by incurring these costs and I have found their service unreasonable for this issue of complaint.

7. The firm took a great deal of time and incurred additional costs to agree to take costs from the estate with the solicitor acting for the estate.

- 7.1. In response to the Case Decision, Ms B said that the firm didn't have proper authorisation to agree for £60,000 to be advanced to the executors for legal advice, because the funds were related to the sale of the company's property. She said that it was unreasonable of the firm not to have explained the implications of using either estate or company money. She explained that when the firm realised that they couldn't retrieve their fees from the estate, they turned their attention to the company funds, without having instruction from all the executors.
- 7.2. Ms B said that the barrister took it upon himself to draft a loan agreement between the executors and MWI, which she obtained financial expert advice on and was told the agreement wasn't in the best interest of the company. She explained that as director of the company, she had a duty to

protect it, and it wouldn't have been financially viable to have agreed a loan to lend out money from the company on a lower rate than the company was already borrowing at. She explained that the fact the firm tried to draw money from the company confirms they understood the estate had no funds.

- 7.3. Ms B said that as the firm's invoices increased significantly, she was asked to pay £20,000 to cover their fees. She explained that despite being aware of her financial situation, the firm continued to work on the case and when the loan agreement wasn't signed, they terminated their retainer and threatened debt collection for overdue invoices.
- 7.4. In response to these comments, my findings for this issue of complaint differ from the Case Decision. I shall explain why.
- 7.5. As detailed under issue two, I have seen that the firm wrote to Ms B on XX March XX and informed her that the other executors had agreed to a meeting. Ms B was concerned about the high costs of mediation and so the firm emailed her on XX April and explained that the costs of mediation could be paid for from the estate. As the firm were only acting for Ms B, it doesn't appear that they had authority to agree for mediation costs to be paid for by the estate and I haven't seen that the solicitor acting for the estate had agreed to this.
- 7.6. As detailed under issue three, the solicitor acting for the estate emailed the firm on XX June XXXX and explained that they weren't holding any funds on behalf of the estate and that they were chasing the property management company for funds to pay Ms B, as agreed by the executors. The firm were therefore aware that funds weren't being held on behalf of the estate but that they could be obtained from the company, if agreed.
- 7.7. By XXXX Ms B had agreed to mediation and on XXXX, she met with the firm and agreed for the costs of mediation to be paid from the estate. The other executor also agreed for costs to be paid from the estate on XX November and the firm have confirmed that £30,000 was received from the estate on XXXX.
- 7.8. My colleague's Case Decision found the firm's service reasonable for this issue of complaint because they proposed fees be taken from the estate in April XXXX, but Ms B didn't agree to this until seven months later in November. Whilst I agree with this finding, I have also considered the time and costs incurred from when Ms B agreed for costs to be paid from the estate in November, until when the firm stopped acting for her the following year, in December XXXX.

- 7.9. Following the firm providing Ms B's position statement to the other executor and solicitor acting for the estate on XXXX, I find that they were able to arrange the mediation meeting as agreed. However, as detailed under issue two, the executor's solicitor believed they hadn't reached a stage to mediate because the parties' views were too far apart.
- 7.10. The executor's solicitor wrote to the firm on XX April and proposed the legal representatives arrange a meeting. However, the firm had already spent the £30,000 received from the estate, which was intended to be used to fund mediation.
- 7.11. As detailed under issue 1, over the following eight months, the firm incurred £17,917.50 plus VAT and disbursements in trying to agree additional funding.
- 7.12. On XX September, the firm wrote to Ms B and explained that it had been agreed for a further £30,000 to be paid to each side to move forward with a without prejudice meeting between counsel. The evidence shows that this was agreed 10 months prior and therefore it is unclear what progress had been made, especially considering the significant costs incurred.
- 7.13. The firm had already incurred more than this amount and therefore said: *"You will be aware that we will still require funds for the mediation, and we will have to discuss this further in due course."*
- 7.14. Ms B raised concern with this on XX September because she had become aware that the further £60,000 wasn't being treated as estate costs, and the final liability for these costs were to be agreed once the matter was resolved. She therefore asked the firm to request a copy of the invoices for the other executor's solicitor.
- 7.15. The firm wrote to the other executor's solicitor on XX September, requesting their invoices. They then gave Ms B detailed advice in their email on XX October, in which they advised her to agree for a further £35,000 to be released by way of a loan to each side from company M.
- 7.16. On XX October, Ms B objected to the release of any further money until the meeting took place, but the firm responded on XX November and said the meeting wouldn't take place until she agreed to the loan of £70,000. I understand that Ms B then agreed to the loan because the firm offered for counsel to draft a short loan agreement on XX November.

- 7.17. A draft loan agreement was provided to Ms B on XX November and on XX December, the firm emailed her and advised that she can either agree to the terms of the loan agreement or terminate their retainer. I understand that the retainer was terminated as the firm didn't carry out any further work on the matter.
- 7.18. The evidence shows that the firm took a great deal of time and incurred additional costs between April and December XXXX, trying to agree to take costs from the estate. I don't find the firm were acting in Ms B's best interests here and I have found their service unreasonable for this issue of complaint.

8. The firm failed to obtain instruction as advised in their client care letter.

- 8.1. In response to the Case Decision, Ms B didn't provide any specific comments in relation to this issue of complaint.
- 8.2. I have seen the firm's client care letter dated XX August XXXX which confirmed that the firm had been instructed to represent Ms B in a potential IHA claim against her late husband's estate. From the evidence I have been provided with, I am satisfied that the work carried out by the firm was in line with this instruction. I have dealt with the costs incurred in trying to obtain fundings, under the previous issue of complaint.
- 8.3. On XX September and XX November XXX, the firm emailed Ms B with a draft letter to the solicitor for the estate for approval. On XX February XXXX, the firm sent Ms B a draft notice of claim for approval. On XX April and XX July, they firm sent Ms B draft emails for approval.
- 8.4. On XXXX, the firm emailed Ms B and asked for her agreement to draft the position statement. Lastly, on XX March XXXX, the firm sent Ms B a draft letter to the other executor's solicitor for approval.
- 8.5. These examples are evidence of the firm obtaining Ms B's instruction before sending important correspondence to the other parties or drafting legal documents.
- 8.6. I understand Ms B if of the view that the firm failed to follow her instructions regarding agreeing to the terms of the letter received from the other executor's solicitor on XX September. I have seen that the firm emailed Ms B on XX September and explained that the other executor had agreed to the additional £60,000 payment on the terms set out in their letter. Ms B didn't agree to these terms and highlighted several issues and challenges to the firm in response, on XX September.

- 8.7. The firm then responded to the other executor's solicitor on XX September, following Ms B's comments. Ms B felt that her instructions hadn't been followed and raised this with the firm on XX and XX September. The firm responded on XX October and explained why they were of the view that they had followed her instructions.
- 8.8. I am satisfied, based on this exchange of emails, that the firm were acting in Ms B's best interests by trying to progress the case towards a meeting with as little disruption as possible. The evidence shows that the work carried out by the firm was in line with their initial instruction, as advised in their client care letter, which was to represent Ms B in a potential IHA claim against her late husband's estate. I have therefore found the firm's service reasonable for this issue of complaint.

9. The firm acted without checking the value of the estate and if there was a benefit to taking the action.

- 9.1. In response to the Case Decision, Ms B didn't provide any specific comments in relation to this issue of complaint.
- 9.2. I have seen that Ms B emailed the firm on XX August XXX and explained that her late husband was a property investor, and she believed the total value of the assets held was approximately £2,372,500. She also explained that one of the properties was her matrimonial home. Lastly, she explained that company B was set up by her late husband to act as an investment company and that she helped with the day-to-day running of the companies and received an income of approximately £1,250 per month.
- 9.3. This shows that there was a lot at stake for Ms B and much to be gained from taking action. Whilst I haven't seen evidence of the firm carrying out a cost benefit analysis, I find that they were satisfied that the likely benefit of pursuing the claim outweighed the likely costs involved. This is because assets of the estate were high in value, and Ms B's home and income were tied up in the estate assets.
- 9.4. Ms B was of the view that she was the sole shareholder of company B, but the other executors were of the view that company B formed part of her late-husband's estate. She instructed the firm regarding an IHA claim against the estate to secure sufficient financial provision as a widow. The firm arranged a meeting with counsel on XXXX and throughout the case, both the firm and counsel were of the view that Ms B had a reasonable IHA claim.

- 9.5. The evidence shows that the firm were made aware of the value of assets within the estate from the outset of their retainer and were satisfied that there was a benefit to Ms B to taking action. I have therefore found the firm's service reasonable for this issue of complaint.

10. The firm were communicating with another party regarding the case when Ms B's believes they should not have been.

- 10.1. In response to the Case Decision, Ms B didn't provide any specific comments in relation to this issue of complaint.
- 10.2. I understand that Ms B is of the view that the firm communicated with the solicitor for the estate and the other executor's solicitor without her permission. I have seen that from the outset, the firm were instructed to represent Ms B in a potential IHA claim against her late husband's estate. It would therefore be necessary for them to have communicated with the solicitor for the estate.
- 10.3. Ms B was aware of this because when the firm sent her draft letters to the solicitor for the estate for approval, as early as XX September 2018, she approved them.
- 10.4. Ms B did ask the firm to email the other executor on XX April XXXX and ask her not to contact the firm directly and that future correspondence be between solicitors. The firm followed Ms B's instructions and then proceeded to correspondence with the other executor's solicitor.
- 10.5. The evidence shows that when the firm were instructed not to communicate directly with the other executor, they followed Ms B's instruction. The firm communicated with the solicitors for both the estate and the other executor, in line with their instruction. I have therefore found the firm's service reasonable for this issue of complaint.

Provisional Decision

- 11.1. I have found the firm's service unreasonable in relation to issues 1, 2, 4, 6 and 7. For the remaining issues of complaint, I have found the firm's service reasonable.
- 11.2. In relation to issues 1, the firm failed to advise of the likely costs and their fees greatly exceeded the cost information provided to Ms B.

- 11.3. In relation to issue 2 and 7, the firm failed to reasonably progress the matter from April 2020 onwards. They incurred a great deal of time and costs trying to agree additional funding. Ms B felt she had no choice but to end the retainer in December because she was unable to continue paying the firm's increasing costs.
- 11.4. To consider the detriment caused to Ms B, I have compared the estimates provided for the work carried out, against the fees charged. In doing so, it is clear that the costs greatly exceeded what Ms B reasonably expected to be charged. I have seen that the firm's estimates for the work carried out totalled £12,750 plus VAT and disbursements.
- 11.5. I haven't included any estimates which solely relation to mediation and this is firstly because £30,000 was released from the estate to cover the costs of mediation and secondly because at no stage were the firm preparing for mediation. Mediation wasn't agreed by both parties until XXXX, at which point, the firm prepared Ms B's position statement. The firm estimated separately for this, which I have included within my calculation.
- 11.6. Once the position statement was provided to the executor's solicitor in XXXX, the executor refused to mediate until a meeting between the legal representatives had been arranged. This didn't take place before the firm's instruction ended and therefore, I am satisfied that at no stage were the firm preparing for mediation.
- 11.7. Based on the cost information under issue one, I calculate that the firm charged Ms B a total of £65,912 plus VAT and disbursements. I have considered reducing the firm's fees back to the estimates provided however, I don't find this would be fair. This is because the firm sent Ms B regular invoices throughout their instruction and therefore, she was aware of the costs being incurred.
- 11.8. Nevertheless, there has been a clear and serious failure in cost information here which left Ms B unaware of the likely costs involved. This warrants a significant fee reduction.
- 11.9. £30,000 of the firm's fees were paid for by Ms B's late husband's estate and Ms B was liable for the remaining £35,912 plus VAT. I propose that the firm reduce Ms B's liability towards their fees by 30%. This is a reduction of £10,624.75 plus VAT (£12,749.70 inclusive). I haven't proposed less than 30% and this is because the firm's cost information failings weren't minor; they were significant.

- 11.10. At no stage was Ms B made aware that the total costs would reach this amount, and it could be argued that had she been provided with reasonable cost information from the outset, she wouldn't have instructed the firm. In the end, Ms B had to dis-instruct the firm due to their increasing costs, and she felt no further forward in her dispute with the other executors.
- 11.11. In relation to issue 4, the firm failed to answer Ms B's questions on several occasions. This added to her distress, and she suffered the inconvenience of not having the answers she required from her legal representative.
- 11.12. Lastly, in relation to issue 6, the firm obtained counsel's opinion regarding how mediation was to be funded and drawing up a loan agreement. These costs weren't estimated for, or approved by Ms B, and they rapidly escalated to the point where she was unable to continue instructing the firm. I don't find the firm were acting in Ms B's best interests by incurring these costs and I propose that they refund these costs in full, in the amount of £9,700 plus VAT (£11,640 inclusive).
- 11.13. These figures have been taken from the table under issue 6 of complaint.
- 11.14. In response to the Case Decision, Ms B said that the situation has caused considerable distress and confusion. She explained that she felt misled and pressured into compromised decisions that didn't serve in the best interests of either the estate or the company. She said that the unauthorised use of company funds has caused further financial complications.
- 11.15. Whilst I don't dispute that the firm's service failings have had a significant emotional impact on Ms B, I haven't proposed the firm compensate her for the distress and inconvenience caused and this is because I am satisfied that the fee reduction, along with the contribution to counsel's fees, fairly resolves the detriment caused.

Therefore, my Provisional Decision is that I find there has been unreasonable service that does require a remedy, and I intend to direct that the firm pay Ms B a total remedy of £24,389.70.