LEGAL OMBUDSMAN

Dealing with complaints on ongoing retainers

Model Complaints Resolution Procedure

Version

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1.0	First release of guidance	29 July 2026

Introduction

Whilst most complaints come at the end of a retainer, there is no barrier in theory to them coming at any time.

On the one hand, dealing with a complaint at the end can be administratively easier for service providers. It's possible to review the whole matter and, particularly for small entities without dedicated complaint-handlers, it puts less pressure on the operational resources. For some consumers, there will always be a worry that raising a complaint during an ongoing retainer will damage the relationship with a lawyer whose help they really need, so waiting until the end can be attractive for them, too.

However, dealing with a complaint as soon as the consumer realises they're unhappy presents an opportunity to put things right straight away. Complaints are a kind of feedback. They offer the chance to improve a service for a consumer while the retainer is still ongoing, a chance to avoid triggering the same irritation twice and a chance to reward the trust the consumer has placed in the service provider in the first place.

In our experience, service providers who understand the value of complaints frequently resolve them more quickly and to greater satisfaction. A quick recognition that something has gone wrong and a practical offer which fixes the problem can be all that is needed to restore the relationship. Conversely, service providers who consistently dismiss complaints – and those who make them – find the administrative burden more challenging and their clients less complimentary about the service.

Is it a complaint?

We recognise that every service provider will have their own understanding of what counts as a complaint. Our guidance on *When to Use the Model Complaints Resolution Procedure* addresses this in more detail.

Even if it doesn't meet the threshold of being a complaint, remember that there is nevertheless an unhappy consumer and, with that, a chance to put things right.

If it is a complaint

The default position is very simple: once you receive a complaint, initiate your complaints procedure. This is true whether the complaint is made at the end of the work, at the end of a piece of the work or at any point after the initial instruction. Indeed, it is true if a complaint is made about a refusal of service.

There are, however, circumstances where it might make sense to defer the handling of the complaint. This might be where there is an important deadline ahead and resources can’t easily be redeployed, or where the consequences of a failing will be better understood at a known point in the future. On explanation, this might be attractive to the consumer, or at least something they are willing to agree to.

Again, the default position is a complaint is a clear instruction to initiate the complaint procedure, which you should follow. However, provided it is reasonable to do, and provided the party complaining agrees to it, a deferral of the complaint to a natural, later point is unlikely to be treated as a failing by LeO.

If the complaint is deferred, it is imperative that you remind the consumer of this at the appropriate time. It is not for the consumer to remind you; they have made their complaint and, even if dormant, it should be treated as made, with the conditions now met.

When reminded, some consumers might not want to continue to pursue the complaint at that point. It could be that the work done in the interim has satisfied the consumer of something that had previously concerned them, or that their attitude towards the complaint has changed for other reasons. If that is the case, should the consumer make clear that they don’t want to pursue the complaint, you may fairly regard the matter as closed. It’s smart to confirm that outcome in writing, to avoid any confusion or dispute later.

Example – agreed extensions in complaints handling

Firm T was the sole executor of Ms U’s father’s estate. Ms U, the sole beneficiary, made a complaint about the amount of time the estate administration was taking.

Apologising for the lack of updates, Firm T explained that it had been waiting for information from a third party about some stocks and shares Ms U’s father held. Once that was in place, it would be able to give her the draft estate accounts.

A complaint about the amount of time the firm took to complete the work would naturally be best addressed when the work was complete. However, Ms U was entitled to be concerned at the apparent lack of progress.

After giving her the update, Firm T proposed to come back to the complaint after sending the draft estate accounts. Ms U was content with this.

Two weeks later, Firm T received the details it had requested, prepared the draft estate accounts and sent them to Ms U. The email ended, “We had agreed to delay the investigation of your complaint, pending the information we had asked for about the shares. Now that this is done, do you want us to start our complaint procedure?"

Ms U confirmed she did and Firm T treated that as Day 0 for the purposes of its complaint procedure.

Before deferral, there is a chance to resolve the complaint

This is something that some service providers miss.

When a consumer expresses frustration in the form of a complaint, there might be a quick and effective way to resolve the complaint to the consumer's satisfaction, instead of deferral.

Example – agreeing a resolution

Mx L raised a complaint with Firm M about its communication with them in their personal injury claim. They were frustrated that Firm M rarely responded to emails and 'phone calls within the two-working day period Firm M had promised in its client care letter.

Firm M knew that it was about to receive a medical report and that this would give a good opportunity for an update, with a roadmap for the rest of the case. For the past two months, Firm M had been waiting for the report and had little information to give Mx L.

Whilst it was possible for Firm M to suggest deferring the complaint until the medical report is in, or until the end of the retainer, and then review the communication, Firm M telephoned Mx L and apologised for the delay in updating them. The firm then gave an update on the situation and promised that, once the medical report was in, Mx L would see more progress and get better updates.

Assured by these commitments, Mx L agreed to the firm's proposal and the complaint was resolved there and then. At the end of the retainer, Mx L wrote a positive review of Firm M online, after receiving a favourable settlement.

Getting it right

Deferring a complaint should be the exception, rather than the rule, and there are a number of ways to get this wrong. Here are our tips on how to get it right:

- Only suggest deferral where it is clear that there is a good reason for both you and the consumer to do so
    - The default position is a complaint starts the complaint procedure.

    - Deferral during the retainer only for your own benefit (busy workload, office renovation, staff leave) is rarely going to be either a good reason or fair and reasonable.
- Explain clearly to the consumer what you propose and why
    - Why is it in the consumer’s best interest to defer the complaint?
    - How long will it be for? Specify a point in time or a clear, defined event.
    - Why should they trust that you are taking their complaint seriously?
    - If the matter ever comes to LeO, it must be clear to us that the consumer was given a fair choice and made an informed decision to defer the complaint.
- Confirm what you agree in writing
    - This formalises the deferral and it provides a record for you both of what has been agreed.
    - It is evidence that LeO might need to see at a later point, should the complaint be escalated to us.
- When the agreed conditions have been met, contact the consumer and remind them about the complaint
    - This will reinforce the expectation you have set that you are taking the complaint seriously.
- In that contact, be clear that you are ready and able to continue with the complaint procedure
    - It is likely helpful to remind the consumer of the complaint procedure at that point, particularly if significant time has passed.
- Be alive to the possibility that the terms of the complaint might have changed since they were last discussed
    - Some things might no longer be significant to the consumer and there could be new issues to address.
    - Your attitude to some of the issues raised might also have changed.
    - It is essential that the consumer has the opportunity to raise any new issues at this point.
- The minimum expectation for the consumer is you will do what you said you would do
    - Remind yourself of what you agreed at the point of the deferral and ensure that you follow it.
- Always ensure you meet regulatory obligations

Example – resolving a complaint at the end of the retainer

Mr J instructed Firm K to help him with a dispute he was in with his neighbour. The firm gave an estimate of £10,000+VAT for the work and, six months later, sent him a cost update that had the current work at £25,000+VAT.

Unhappy at the unexpected cost, Mr J raised a complaint. Firm K accepted it had failed to revise its estimate and that it would need to consider some form of redress. However, with the retainer ongoing, there was merit in dealing with this at the end of the work. Mr J agreed to this, on the basis of a cap being agreed on the costs at the new estimate the firm gave of £35,000+VAT.

When the work was completed and Mr J had won his case, Firm K contacted Mr J and reminded him of their agreement. Firm K offered to start its complaint procedure and Mr J – buoyed by the result, but still unhappy with the price – agreed. The firm proceeded with its normal procedure and, using LeO's Guidance on Remedies, resolved the complaint by agreement with a reduction of fees.