



THE EMPLOYMENT TRIBUNAL

SITTING AT: LONDON CENTRAL
BEFORE: EMPLOYMENT JUDGE ELLIOTT

BETWEEN:

Ms D Stoyanova
Claimant

AND

(1) CLFIS (UK) Ltd
(2) Canada Life Ltd
(3) Canada Life Asset Management Ltd
Respondents

ON: 9 March 2020 Appearances:
For the Claimant: In person
For the Respondents: Ms C Davis, counsel

JUDGMENT ON PRELIMINARY HEARING

The Judgment of the Tribunal is that the claims against the second and third respondents are dismissed.

REASONS

1. The claim was brought against three respondents within the same group of companies.
2. At the outset I was shown the claimant's contract of employment, written particulars of employment which she accepted were the particulars she received, her P60 for 5 April 2019, her P45 and payslips which were all in the name of the first respondent.

3. The claimant had received correspondence from the three different respondent companies. The claimant said that the reason she named three respondent was because she thought they were “associated employers” under section 79 Equality Act which is about comparators. This is under the equal pay provisions of the Act in terms of identifying comparators.
4. Her explanation as to why she included three respondents was in a document dated 9 January 2020 sent to the tribunal and at page 92 of the bundle for this hearing. I also had her witness statement at page 131. The respondent did not wish to cross examine the claimant on this. It identified the correspondence she had received mentioning other companies within Canada Life.
5. The claimant understood that people who dealt with her grievance worked for “Canada Life”. The respondent said they were employed by the first respondent, other than the grievance investigator who worked for MGM Advantage Holdings Ltd, another group company. I find that employers can bring in outside investigators or officers if they wish. It does not alter the contractual arrangement between employer and employee.
6. The respondent accepted that there are various names on the other documents in relation to other companies.
7. The bonus scheme rules under the Regulatory rules of the FCA have to be offered by a regulated entity and that is why the bonus scheme documents are in the name of the Group company, which is Canada Life Group (UK) Ltd (not one of the respondents) rather than the employing entity. The fact that there is a bonus scheme or pension scheme administered by another company does not alter the identity of the employer in the contract of employment.
8. The claimant agreed that the first respondent was her employer under the contract. She said when she was thinking about which employer to name for her ET, she saw that the other names “*popped up*” in the documents which she thought was “*weird*”, for example that another company would provide her pension or healthcare benefits. She thought there was a “*possibility that they could be in some way involved but she was not sure*”. She said she would like to leave it like that.
9. Under section 83(2) Equality Act, it says that employment means “*employment under a contract of employment*”.
10. I find that based on the contract of employment, the payslips and the written particulars of employment, the P60 for 5 April 2019 and the P45

which all name the first respondent, that the first respondent is the claimant's employer and I accept the respondent's explanation as to why correspondence might come from other group companies.

- 11. The claims against the second and third respondents are dismissed.

Employment Judge Elliott
Date: 9 March 2020

Judgment sent to the parties and entered in the Register on: 10/03/2020: :

_____ for the Tribunals