

The complaint

Miss W complains that Harvey & Thompson Limited (H&T) were unreasonable not to allow her additional time to renew a pledge on a bracelet, that an item was auctioned when she'd paid a deposit for it not to be, and that they damaged a ring she'd left with them and have refused to serve her anymore.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

I know it will disappoint Miss W, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss W entered into several fixed sum "pawn loans" with H&T that were secured against items she owned and left with them. If Miss W failed to meet the repayments on the loan H&T were entitled to seize the items and sell them to recover their losses. There was a 30-day grace period at the end of each loan during which the item would be retained by the business, but after that they could be sold.

The ring Miss W pawned had been seized and was due to be sold before it was recalled from retail sale and sold back to Miss W for a reduced price. H&T replaced the stone that Miss W identified was missing. I don't think I have any evidence that H&T did anything wrong. They appear to have given Miss W ample opportunity to attend appointments and make payments and there was no charge for the repair.

Miss W has explained that she paid a deposit to take a bangle out of an auction but that it was sold anyway. The agreement ended in March 2023 and H&T's notes suggest they made several attempts to contact Miss W about the item. On that basis I can't say they were unreasonable to forfeit it several months later, in September 2023. Notes suggest they tried to contact Miss W to explain they couldn't get the item back and that it had been scrapped. In those circumstances, I don't think there was a breakdown of auction costs that could have been supplied.

Miss W says she has received poor service from the store manager, but I haven't received any information to corroborate that testimony and I note H&T refute it. I don't think I have sufficient evidence to suggest H&T should compensate Miss W on that basis.

It is for H&T to decide who they do business with. They've decided not to provide a service to Miss W anymore and while I understand she's been a customer for many years, it wouldn't be fair for me to insist they continued to provide a service to her.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 13 January 2025.

Phillip McMahon
Ombudsman