

### **The complaint**

Mr E complains that Instant Cash Loans (ICL) trading as TGS Pawnbrokers damaged and lost links for a watch he pawned. He would like the links returned . Or ICL to pay for the cost of replacing them

### **What happened**

Mr E says on 10 October 2018 he pawned a watch with ICL for £750 with a fixed sum loan agreement lasting seven months

Mr E says he handed the watch over in its box which he says contained four additional links for the watch.

When Mr E went to redeem the watch, he says he found it had been kept in a plastic bag not in its box. The watch and box were damaged and the links missing. He says the manager sent the watch to be repaired, offered a replacement box but it wasn't the one the watch came in and couldn't source additional links.

Mr E says he isn't happy the links couldn't be found. And although ICL offered a replacement box it wasn't identical to the one the watch came in.

ICL said it felt it had acted fairly . There was no record the links were part of the pawned item or that they were in the box. Or of the condition of the box when Mr E handed it over. It said it offered a replacement box and attempted to find replacement links as a gesture of goodwill as Mr E was a long-standing customer.

Our investigator didn't uphold the complaint. He found there was no evidence that the links were in the box when Mr E handed it over nor was there any evidence to show the state of the box when Mr E handed it over. He felt ICL had acted fairly in repairing the watch at no cost to Mr E, trying to source additional links and offering a replacement box. It also froze the interest on Mr E's account during this time and waived £110 of interest.

ICL accepted this view but Mr E didn't. He wasn't happy with the time taken to reach a decision or with the decision itself. He didn't feel his complaint had been taken seriously and asked for an Ombudsman's decision. He felt the fact the watch had been damaged showed it hadn't been looked after.

Our investigator considered these comments but didn't change his view. He didn't feel the fact the watch had to be repaired meant the links had to have been lost at the same time. He noted the high value Mr E put on the additional links but said this wasn't noted on the credit agreement. Ultimately, he had no evidence the links were with the watch.

### **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.

Mr E feels strongly about this, so I appreciate he is going to be disappointed as I've reached the same conclusion as our investigator.

I have looked at the agreement Mr E signed with ICL. It was a fixed sum loan agreement for the sum of £750 taken out in October 2018. The watch is noted as security and the details noted for the watch include the name and weight. There is no mention of additional links.

Mr E has given us some a screen shot to show the cost of the watch bracelet is £870. But that information doesn't show the cost of individual extra links.

Unfortunately, there is no evidence to show the links were included in the box when Mr E pawned it. I am surprised that if the links were expensive that Mr E didn't ensure these were noted on the loan agreement. With out any evidence to show the links were in the box I can't reasonably ask ICL to pay for the additional links as Mr E would like.

In terms of the state of the box Mr E has sent us a photo of the box from. In this it's clear that the box is damaged. But I have no evidence to show what condition the box was in when Mr E handed it over.

There is however no dispute that Mr E's watch was damaged – ICL arranged for it to be repaired at no cost to Mr E which I think was the right thing to do. I can understand Mr E feeling this shows ICL didn't look after the watch. But that doesn't necessarily mean that the business lost the links or damaged the box.

The business has explained that as Mr E was a long-standing customer even though it didn't feel it had done anything wrong with regard to the links or box it tried to help as a gesture of goodwill. It tried to find additional links but was unable to do so. It also offered an alternative box, but this wasn't acceptable to Mr E as it wasn't the original box the watch came in.

However, ICL also froze interest on Mr E's account and waived £110 of interest from Mr E's agreement. I do think Mr E deserved some compensation for the fact that the watch was damaged whilst in ICL's possession. But any award I would have made would have been in line with the £110 that ICL waived. I don't feel I have seen any other information that makes me feel that ICL should make any further payment.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 25 August 2020.

Bridget Makins  
**Ombudsman**