

The complaint

Mr P complains about a charge that has been made by Close Brothers Limited, trading as Close Brothers Motor Finance, relating to the collection of a motorbike that had been supplied to him under a hire purchase agreement.

What happened

A used motorbike was supplied to Mr P under a hire purchase agreement with Close Brothers that he electronically signed in June 2020. The term of the agreement was four years and Mr P decided to return the motorbike at the end of the agreement. Close Brothers arranged for a third party to collect the motorbike in May 2024 but the third party says that Mr P wasn't available when it arrived so the collection was aborted. It also says that it then arranged to collect the motorbike in June 2024 but when Mr P was called by the driver enroute he said that he wasn't available so the collection was aborted. The motorbike was then collected from Mr P but Close Brothers charged him £72 for each of the aborted collections.

Mr P complained to Close Brothers about those charges. It didn't uphold his complaint but it said that, as a gesture of goodwill, it was willing to waive the first collection charge of £72. Mr P wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He thought that Close Brothers had acted fairly in relation to the complaint outcome and associated charges and he didn't think that it needed to do anything further to resolve Mr P's complaint.

Mr P didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says, in summary and amongst other things, that an initial collection date was arranged and the day before collection the driver called to confirm the pick-up and gave a slot when no one was available so a second date was arranged and the motorbike was then picked-up. He says that Close Brothers and the third party should review their internal communications and charges and stop exploiting customers by passing on unnecessary charges.

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.

Close Brothers has provided its agreement notes and diary list for Mr P's account. The notes say that the agreement was being terminated in May 2024 and that Close Brothers was called by the third party that was collecting the motorbike to confirm that it had contacted Mr P within one hour of its estimated time of arrival but Mr P advised that he wasn't available until 1pm and that it couldn't wait so the collection was aborted and would be rearranged.

The notes also say that the collection was rearranged for June 2024 but then had to be aborted as Mr P wasn't available on that date. The motorbike was collected from Mr P later in June 2024. Mr P was charged £72 for each of the aborted collections and Close Brothers says that it spoke with the third party after Mr P had complained about the charges and it provided Mr P with the more detailed explanation for the charges provided by the third party. The third party also said that it had call recordings of its discussions with Mr P.

Close Brothers said that it was willing to waive the charge for the missed appointment in May 2024 as a gesture of goodwill as Mr P was available later that day. Mr P says that an initial collection date was arranged and the day before collection the driver called to confirm the pick-up and gave a slot when no one was available so a second date was arranged and the motorbike was then picked-up, but that's not consistent with the information shown in Close Brothers' agreement notes or the explanation provided by the third party.

I consider that Close Brothers' offer to waive one of the charges was a fair and reasonable response to Mr P's complaint. I've carefully considered what Mr P has said but I'm not persuaded that there's enough evidence to show that Close Brothers has acted incorrectly. I find that it wouldn't be fair or reasonable in these circumstances for me to require Close Brothers to remove the other collection charge of £72 from Mr P's account or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 March 2025.

Jarrold Hastings
Ombudsman