

The complaint

Mr H complains about advice he received from Close Brothers Limited trading as Close Brothers Motor Finance (Close Brothers) regarding a recovery of a car he acquired under a conditional sale agreement from them.

When I refer to what Mr H and Close Brothers said or did, it should also be taken to include things said or done on their behalf.

What happened

In July 2019, Mr H entered into a conditional sale agreement with Close Brothers to acquire a car first registered in January 2015. At the time of acquisition, the car had travelled around 63,701 miles. The cash price of the car was around £14,138. There was an advance payment of around £1,000. The total amount payable was approximately £19,607. There were 60 payments of around £310.

Mr H said in December 2021 his car was taken by a rogue car recovery driver, to a different address than he provided. Mr H said he tried to recover the car at the time but was unsuccessful. Mr H said that in April 2022 a handwritten invoice from the rogue recovery driver was presented at his home address for £3,000 storage fees. At roughly the same time, this person said they also contacted Close Brothers to try and purchase the car for £4,000, as they had a buyer, and the car was taking up space in their compound.

Mr H said Close Brothers, during the telephone conversations that span from April 2022 to November 2022, advised him on numerous occasions to keep making the monthly finance payments and not to pay the £3,000, as Close Brothers said they had teams who can recover the car back to one of their compounds. Eventually Mr H said Close Brothers said they could not recover the car due to a high wall, gates, and costs, and Mr H said they stopped taking his calls. So, in January 2023, he went to the property, paid the £3,000 payable and arranged his own recovery of the car to a garage for which he paid £250. Mr H said the car was not in a good state due to it being there for so long, and had he not accepted Close Brothers advice he could have recovered the car sooner.

As he was unhappy, Mr H's complaint was raised with Close Brothers.

When Close Brothers did not respond to this complaint, Mr H referred his complaint to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator considered Mr H's complaint and thought that Close Brothers should pay Mr H £300 compensation for the distress and inconvenience caused.

Close Brothers had not responded, and Mr H thought that the payment should have been higher due to the work the car now required, so the complaint has been passed to me to decide.

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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, the law and, where appropriate, what would be considered good industry practice at the relevant time. Mr H acquired the car under a conditional sale agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

I know that Mr H was unhappy about several aspects with Close Brothers regarding the credit agreement in question. Close Brothers have already addressed certain aspects, such as customer service stemming from November 2022 onwards and issues surrounding GDPR requests made by Mr H. These have also been referred to the Financial Ombudsman, and we have considered these under a separate reference. But as Close Brothers previously never addressed Mr H's issues about the advice he received regarding the recovery of the car and the information he was given by them from around the time of April to November 2022 - these will be addressed in this decision.

In summary, had Close Brothers not told Mr H that they could recover the car, Mr H feels that he could have done so much sooner. He feels the car has sustained a lot of damage it would not have otherwise because of the delays.

The Financial Ombudsman requested certain information from Close Brothers, but as this has not been provided, I have relied on limited information available, including the evidence I received from Mr H.

From Close Brothers's contact notes, the call recordings provided by Mr H, and from the testimony of Mr H's representatives (Mr H's family members), I can see there were a lot of discussions about the recovery of the car from around April 2022 until November 2022. From this evidence, it seems that at some point Close Brothers agreed to recover the car for Mr H from the recovery agent's location, but as the storage fees were high and Close Brothers recovery agents were unable to get access to the car, this never happened. Considering all the available evidence I think Close Brothers most likely could have told Mr H sooner than they did about being unsuccessful in the recovery and that he definitely will need to take this upon himself. I have considered that maybe Mr H too could have been more proactive in the matter, but I think Close Brothers definitely added to the delay in Mr H being able to finally recover his car, which I think caused unnecessary distress and inconvenience to him. Mr H's representatives have told us about how this whole situation has impacted Mr H and them. But to be clear, in this decision I can only look at the impact on Mr H and not his family members/his representative. And considering the impact this had on Mr H, I think it would be fair and reasonable that Close Brothers pay him £300 for the distress and inconvenience caused.

I have also considered if Mr H suffered any other financial loss because of what has happened.

When the car was finally recovered by Mr H, he paid £3,000 for the storage fees and £250 to arrange recovery. But I think Mr H would have paid about the same price for the storage fees had Close Brothers not added to the incurred delays as the same amount was requested from him early on. And had Close Brothers recovered the car, I think most likely a similar cost would have been incurred by him for the recovery and the storage fees. So overall, I cannot say that Mr H has suffered a financial loss as a result of this.

I also considered the other point Mr H made about the fact that the car was badly stored which caused body work damage and internal car problems. I've looked at the pictures he has provided and the invoice he has given for some of the work that was required to the car after he recovered it. But I also considered that I do not know what state the car was in when it was initially taken to the storage in December 2021. Plus, from Close Brothers' contact notes I can see that the recovery agent in April 2022, advised Close Brothers that some paint work was needed on the car and that the car was a nonrunner. Taking everything into consideration, I do not have enough evidence to be able to say when the damage in question was sustained, so I do not think it would be fair or reasonable to hold Close Brothers responsible for the damage in question.

My final decision

For the reasons given above I uphold this complaint and direct Close Brothers Limited trading as Close Brothers Motor Finance to pay Mr H £300 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 May 2025.

Mike Kozbial
Ombudsman