

## The complaint

Miss R complains that Harvey & Thompson Limited trading as H&T Pawnbrokers (H&T) placed a stop on her account and prevented her from retrieving her pledged items.

## What happened

I issued a provisional decision setting out what I thought about Miss R's complaint. I've copied the relevant parts of that provisional decision below – and they form part of this final decision.

*“Miss R pledged several items to H&T as security for multiple fixed sum loan agreements. In January 2025 Miss R went into an H&T branch to make a transaction, but was told there was a stop on her account. She later discovered this was because a third party had raised a dispute about the ownership of items she'd pledged.*

*Miss R made a complaint. She said the person who claimed to own the items was known to her. She said she'd previously warned H&T that the person might attempt to access her account, and that H&T had treated her unfairly by allowing this to happen.*

*H&T didn't think it had made an error. It said it had been given a crime reference number, and that a stop would remain on the account while the police carried out their investigations. It said if Miss R could provide proof of ownership for any of her items in the meantime she could retrieve them.*

*The complaint was referred to this service. One of our Investigators considered the complaint, but didn't think H&T had done anything wrong. Miss R disagreed. She said that while she had receipts for some items, her difficult circumstances meant she didn't have access to all of them. She was concerned that H&T would retain her items indefinitely and would effectively be profiting from her situation. She also noted that the third party had claimed to own items that Miss R had never pledged, so didn't think H&T had a reason to withhold her items. She asked for the complaint to be referred to an Ombudsman for a final decision. So, it's been passed to me to decide.*

*Since the complaint was passed to me, the police have told H&T that their investigations are concluded, and that Miss R can retrieve her items. Miss R says she's glad the matter is resolved, but remains unhappy with H&T's actions. In summary, she says the police closed their investigations as early as November 2024 – so there was a stop on her account since then for no good reason. She didn't think it fair that she be charged interest, as she had no access to her account and couldn't have made payments towards the items. She's also unhappy H&T failed to tell her that her account was stopped because of the police investigation, and that she only found this out later when her solicitor made enquiries on her behalf. She also said the police told H&T that she could retrieve her items and made no mention of payment – so she should be able to collect the items without further payment.*

*H&T commented further. It said Miss R pledged her items as security for fixed sum loan agreements – so while it was happy to remove the stop on her account, she would still need to repay those loans before collecting her items. It didn't agree the police's comments*

*implied that she no longer had any obligation under her loan agreements. It said it agreed to remove the stop as soon as the police made it aware the investigation had concluded, and that it couldn't have known that this happened in November 2024. It said it has a policy not to discuss ongoing police matters with customers. It said Miss R needed to pay the balances on her agreements – with interest – to collect her items, but it agreed to waive the interest charged since 1 March 2025.*

*Because no agreement was reached between the parties, I've reached a provisional decision on the matter.*

### **What I've provisionally 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.*

*While I've read and considered everything that Miss R and H&T have said, I've provided a relatively brief summary of the matter, and my decision will focus on what I consider to be the key points of the complaint. This is in keeping with the informal nature of my role, and isn't intended as a discourtesy to either party. If there's something I haven't mentioned, it isn't because I've not seen it, but because I'm satisfied I don't need to comment on it to reach what I think is a fair outcome.*

*I'd first like to thank Miss R for providing details of her circumstances. While I haven't repeated what she's said about her current situation in detail here, I've carefully considered it. It's clear that Miss R has gone through a significantly difficult time, and she has my sincere sympathy for this. In deciding this complaint, I've considered whether H&T made an error or otherwise treated Miss R unfairly.*

*H&T has provided details of its internal policies, which cover how it handles customers' accounts in circumstances where the ownership of items is in dispute. I can't direct a business to change or disregard its policies, but I've considered whether H&T applied them correctly and fairly in this case. Having done so, I'm satisfied that H&T acted in accordance with its policies when it placed a stop on Miss R's account pending the outcome of the police investigation. I understand Miss R feels H&T made an error – as she doesn't believe the disputed items were the same as the ones she's pledged. But even if this were the case, I don't find it unreasonable that a stop was placed on the account in line with H&T's policy so that the matter could be investigated.*

*I understand Miss R feels that by placing a stop on her account H&T placed her in a worse situation, and has allowed the third party to stop her from accessing her legitimately owned items. I've thought about this carefully. I haven't seen anything to suggest that H&T provided Miss R's details to any unauthorised third party. Nor has it released any of Miss R's pledged items to anyone other than herself. Miss R was understandably concerned that her items would be auctioned off while her account was stopped – but thankfully this didn't happen. While I appreciate it would have been distressing for Miss R to discover that H&T had placed a stop on her account, I can't fairly agree that it made an error or treated her unfairly by doing so in the circumstances.*

*Although the stop has now been removed, Miss R says this should have happened much sooner. H&T says it was waiting for the police to confirm the outcome of its investigation, and that it couldn't remove the stop from the account until it heard back from them. I don't find this unreasonable, as H&T was told the matter was subject to an ongoing police investigation. I understand Miss R says the police told her the matter was closed as early as November 2024. From the information I've seen, I'm satisfied the police first told H&T the matter was closed on 23 September 2025 – so I wouldn't have expected it to remove the*

*stop before then. Given the nature of the allegations, I also don't find it unreasonable that H&T didn't discuss the matter with Miss R while the police investigation was ongoing.*

*Although I don't think it was unreasonable for H&T to place a stop on the account, I wouldn't expect it to place Miss R at a disadvantage as a result of this decision. While the account was stopped, Miss R had no access to her items and wasn't able to make any payments through no fault of her own.*

*I understand H&T has agreed to waive interest accrued since 1 March 2025 – but I'm not persuaded this goes far enough. The account was stopped several months earlier than that, in October 2024. As I don't think it's Miss R's fault that she couldn't make payments or retrieve her items after that date, I don't think it would be fair for H&T to charge Miss R any interest during the period that she had no access to her account. I acknowledge that H&T later agreed Miss R could collect some of her items if she could provide proof of ownership – but she wasn't told that until March 2025 – so I don't think she could have retrieved any of her items before then. I also wouldn't expect H&T to record adverse information to credit reference agencies during the period the account was stopped – as it wasn't within Miss R's control that the loans weren't paid during that time.*

*Now that the police have confirmed the stop can be removed, Miss R should be able to retrieve her items. Miss R says she shouldn't have to pay – as the police said H&T should release the items to her. But I think it's clear that the police were simply informing H&T that its investigation had been closed and that it didn't need to hold the items any further. I haven't seen anything to suggest the police told H&T to write off or waive the balance of Miss R's loans.*

*Miss R's items were secured against personal loans, and under the terms of those loans the items will be released to her once she's repaid the amounts owed. I don't see any reason to require H&T to return the items free of charge. But given the circumstances, I'd expect H&T to take a reasonable approach here. If Miss R is in financial difficulties or otherwise unable to pay the amounts owed, she should discuss that with H&T. I'd expect H&T to take Miss R's circumstances into consideration when discussing any potential repayment arrangements.*

*I appreciate this will come as a significant disappointment to Miss R, and I sympathise with the difficult position she found herself in. But for the reasons I've explained I don't think H&T acted unfairly by placing a stop on her account. But I do think it would be unfair for it to charge interest – or otherwise place Miss R at a disadvantage - during the period the stop was in place, as Miss R had no access to her account or items during that time."*

## **Responses to my provisional decision**

H&T said it accepted my provisional decision, and didn't add anything further.

Miss R responded to my provisional decision. She was overall pleased with the directions I intended to make, but asked that I consider her additional testimony and evidence. I've summarised what I consider to be the key points raised by Miss R:

- She's provided a detailed explanation as to how the situation with H&T - among other things – has negatively impacted her over the last year.
- She'd like my final decision to include a direction regarding how long she can have to pay for her items – as she doesn't want to communicate directly with H&T any further.
- She'd like me to consider a compensation award to reflect the significant impact H&T's actions and errors have had on her.

- Things only progressed because she persisted with H&T and the police, and she spent a lot of time calling and emailing to pursue the matter. H&T continuously ignored her while she was trying to get to the bottom of what happened.
- H&T stood to profit from the situation as the price of gold is increasing, so it had no incentive to resolve things quickly. Had it engaged with her it could have removed the stop at a much earlier point.
- Her loan agreements show that H&T has tried to make her pay more than it should have to retrieve her items.
- H&T's system notes (obtained through a data subject access request) include false statements which misrepresent her actions.
- While she's been able to obtain some emails and other evidence of what took place between H&T and the police, she believes it's important that I obtain a complete record of everything that was said before reaching a decision.
- She also asked for clarification around the interest award referred to in my provisional decision and how this will be paid.

### **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'd like to thank both parties for responding to my provisional decision. In reaching this final decision I've considered all of the comments and evidence they've provided. Miss R provided a substantial amount of testimony and evidence in response to my provisional decision – and I'd like to assure her I've carefully read and considered all of it. As was the case in my provisional decision, if I don't comment on something directly it's not intended as a discourtesy and doesn't mean I didn't see it – but simply means I didn't find it necessary to specifically comment on it in order to reach a fair outcome.

I'd also like to thank Miss R for providing further detail about her circumstances and how she's been impacted by things. I appreciate this wasn't easy for her to do. As in my provisional decision I won't repeat what she's said in detail here – but I've considered it.

In her submissions, Miss R has asked that I obtain additional evidence to demonstrate what happened – in particular communications between H&T and the police. But I'm satisfied I have enough information and evidence to reach a fair outcome in this case, and I'll explain why.

Many of Miss R's comments relate to H&T not actively pursuing the matter with the police. In particular she says the police closed their investigations in November 2024 – and believes things could have been resolved with H&T at that point. I've seen conflicting information about this – and it's not entirely clear when exactly the police investigation ended. I say this because Miss R has provided correspondence suggesting the matter was being discussed as recently as June 2025.

I appreciate Miss R wants me to request all of the emails and correspondence between H&T and the police. But based on the correspondence I've seen I'm satisfied H&T was engaging with the police about the matter, and I haven't seen anything to persuade me that it knew – or ought reasonably to have known – before September 2025 that the matter was closed. I don't think seeing further correspondence is likely to affect this conclusion, as the email sent by the police in September 2025 is clear. I understand Miss R feels strongly that things could have been resolved sooner – but I'm satisfied H&T took steps to remove the stop once the police confirmed it could do so. For the reasons outlined in my provisional decision, I don't

find it unreasonable that H&T didn't explain what was happening to Miss R while the police investigation was ongoing.

I'll address Miss R's request that my decision sets a date by which she can retrieve her items. While I've considered this, I don't think it's something that I need to decide here. H&T may want to consider what Miss R has to say about her financial and other circumstances to determine a fair arrangement going forward – and it's not for this service to manage H&T's forbearance arrangements. While I understand Miss R doesn't want to deal with H&T any further, she still has multiple active loan agreements which will naturally require some level of engagement and discussion. As outlined in my provisional decision, I'd expect H&T to take a reasonable approach here and pay due regard to Miss R's circumstances.

Miss R says H&T sought to profit from the situation – and that it attempted to send her items to auction on at least one occasion. For the reasons I've already explained I don't think H&T unfairly delayed things here. While I've seen evidence to suggest the process of sending at least one item to auction was started, it appears this was part of H&T's process and caused by a misunderstanding with the branch. While this shouldn't have happened, I'm satisfied the process was stopped – and I haven't seen anything to suggest any of Miss R's items were sold while the stop was on her account.

While I appreciate Miss R disagrees with the comments made by H&T's staff members in its internal notes, I haven't seen enough to persuade me that any notes were made in error or that there was any deliberate attempt to misrepresent her actions. As I wasn't present for any branch visits I can't say with any certainty what happened – but I don't think I need to make a finding on this, as I don't find Miss R's actions in branch relevant to the question of whether the stop was placed on her account fairly.

Miss R is concerned that H&T has attempted to charge her too much interest. But I've already explained that any interest accrued from when the account was stopped to when the stop was removed should be waived – so I don't think I need to comment on this further.

Miss R has asked that I consider making a compensation award to reflect the impact the situation has had on her. Having reviewed Miss R's evidence, I don't doubt that everything that's happened over the last year has had a significant impact – and she has my sincere sympathy for this. While I've concluded that H&T needs to do more now to ensure that what happened doesn't cause any unfair detriment to Miss R, I ultimately haven't concluded that it made a significant error or that it took any action that would warrant a compensation award in this case. By saying that I don't intend to diminish the seriousness of what Miss R has been through – but I can only consider H&T's actions here, and ultimately I don't think the stop was placed on Miss R's account due to an error made by H&T, or that H&T unreasonably delayed removing it.

So, having considered Miss R's response I've reached the same overall conclusions as outlined in my provisional decision – for the same reasons. It follows that I require H&T to carry out the directions outlined below.

To clarify for Miss R, my decision includes a direction that H&T apply 8% simple interest per annum to any refunds it pays her as a result of her overpaying (if she has). This is intended to recognise any period during which she was deprived of those funds. Miss R says she paid for some of her items recently – so any interest would be calculated from the date she made those payments to the date of settlement. H&T should calculate the refund and interest (if any is due) and contact Miss R directly to arrange payment.

## **My final decision**

My final decision is that I uphold Miss R's complaint. I require Harvey & Thompson Limited trading as H&T Pawnbrokers to:

- Waive the interest charged on Miss R's agreements while her account was stopped;
- Refund the amounts Miss R has already paid towards the interest accrued during this period (if any);
- Apply 8% simple interest per annum on any refunded amounts, calculated from the date Miss R made the payments to the date of settlement; and
- Remove any adverse information recorded on Miss R's credit file in relation to the agreements during the period the stop was on her account.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 2 December 2025.

Stephen Billings  
**Ombudsman**