

## **The complaint**

Mr C complains about the way in which Volkswagen Financial Services (UK) Limited dealt with a parking fine for a car which was supplied to him under a hire agreement.

## **What happened**

Mr C complains that VWFS paid a £60 Penalty Charge Notice (PCN) when it shouldn't have done. He says it took VWFS almost 4 months to notify him about the PCN and that if he had known about it sooner he would've appealed it. Mr C says the PCN was issued because he entered his vehicle registration details incorrectly.

Mr C feels that VWFS prejudiced his position in relation to an appeal by failing to notify him about the PCN. He's also unhappy that VWFS charged a £25 administration fee for paying the PCN.

Our investigator didn't uphold the complaint. He said the terms and conditions of the agreement allowed VWFS to pay fines and charge an administration fee.

Mr C didn't agree. He acknowledged that the terms and conditions of the agreement allowed VWFS to pay the fine but said he didn't think it was reasonable for VWFS to have taken 4 months to tell him about the PCN. He said he was confident that his appeal would've been successful.

## **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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr C agreed in the hire agreement that he would be liable for all fines associated with his use of the car
- VWFS accepted in its final response that there had been a delay in notifying Mr C and invoicing him for the fine. It has already refunded the administration fee of £25
- I don't think Mr C has provided sufficient evidence to show that the parking fine would've been cancelled if he'd been notified about it before VWFS paid it. Whilst I understand that Mr C paid for a parking ticket, the registration details were incorrectly entered. I can't be certain that an appeal would've been successful in these circumstances. The terms and conditions of car parks generally state that it's the responsibility of the driver to ensure that they enter the registration correctly and that if they don't, this amounts to a breach of the terms and conditions of parking and a fine will be issued.

I don't think VWFS acted unreasonably in paying the PCN. I appreciate that if Mr C had been made aware of it, he might've contested it. But as I see it, VWFS had two options here. It could've paid the PCN (as it did) thereby preventing further costs for itself and Mr C. Or it could've not paid the PCN and advised the parking operator that it needed to pursue Mr C. In my view, this would've left Mr C open to the risk of losing the discount for early payment and having to pay a larger fine. It may even have resulted in his details being passed to a debt recovery agency. On balance, I don't think VWFS acted unreasonably in paying the fine. And once a PCN is paid, it can't be appealed, so I don't think the delay in notifying Mr C about the fine once it had been paid made any difference.

Taking everything into consideration, I'm satisfied that VWFS was allowed to pay the fine and I think it acted reasonably in doing so. There was a delay in notifying Mr C that the fine had been incurred and paid, but in the circumstances, I think the refund of the administration fee is fair compensation for the delay.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 October 2020.

Emma Davy  
**Ombudsman**