

## **The complaint**

Mr S complains that Volkswagen Financial Services (UK) Limited trading as Volkswagen Financial Services (VWFS) shouldn't have paid, and then charged, Mr S for a parking charge notification (PCN). He would like the charge refunded.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my decision.

## **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 have reached the following conclusions: -

- There is no dispute that a PCN charge for £60 was applied to the car Mr S had under a hire agreement with VWFS. I have looked at the agreement Mr S signed. This states 'you must pay all fees, taxes, insurance premiums, fines and other payments associated with the vehicle.' Mr S feels charges noted relate to the vehicle whereas the PCN was a charge to the driver which he feels under no obligation to pay. He also feels a charge isn't a fine and should not be treated as such
- I don't agree with Mr S's interpretation of this clause. I think most people would reasonably understand it to mean any fine incurred relating to the car or to the actions by the driver whilst using the car. Mr S has told us it wasn't him driving the car at the time, but the car was still his responsibility. I also think most people would not differentiate between charges and fines but would see them as money that needed to be paid for a specific reason – in this case a parking infringement.
- Mr S feels VWFS should have, but didn't, follow British Vehicle Rental and Leasing Association Guidelines (BVRLA) for a PCN. BVRLA guidelines are just that – guidelines they aren't a set of specific, binding instructions VWFS must follow.
- I have however looked at the BVRLA guidelines. These state that in the case of PCNs the rental or leasing company i.e. VWFS could give relevant information of the hirer of the car to the private parking operator. I understand for data protection reasons VWFS doesn't do this which I think is entirely reasonable.
- The charge went to VWFS as the owner of the car. VWFS wrote to Mr S to advise him of the charge, asking him to either pay it or appeal. It confirmed that the private parking operator wouldn't let VWFS transfer the liability for the charge direct to Mr S. So, VWFS had to pay it and recover the money from Mr S.
- VWFS provided Mr S with a third-party authorisation letter to deal with the private parking operator direct. It stated if it received a second demand for payment it would

pay the charge and recharge this to Mr S. It also confirmed if Mr S paid VWFS and subsequently had a successful appeal it would refund Mr S. As VWFS received notification that Mr S's appeal had been unsuccessful it paid the charge and passed this onto Mr S. I think VWFS communication and actions were entirely clear and appropriate.

- I don't think it was VWFS's responsibility to challenge the charge. The charge was incurred whilst Mr S was the hirer of the car, so it was his responsibility to pay it or successfully challenge it, he did neither. As such I can't reasonably ask VWFS to refund the charge or any associated administrative fee.

### **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 S to accept or reject my decision before 19 August 2025.

Bridget Makins  
**Ombudsman**