

The complaint

Mr B complains that Arval UK Limited (Arval), trading as Hyundai Contract Hire, were unreasonable to pay parking charges on his behalf.

What happened

In November 2022 Mr B took receipt of a car. He financed the deal through a hire agreement with Arval. In September 2024 Arval told him that three parking fines had been sent to them and that they'd asked for them to be reissued to Mr B to enable him to contest them. But when the parking company asked for a copy of the hire agreement before they would do that, Arval were unwilling to send the agreement as it contained sensitive information but they did explain to Mr B that they would be happy to challenge the fines on his behalf but Mr B didn't want them to do that as he didn't think they'd do that robustly. When a final demand was sent Arval settled the charges and recharged Mr B, albeit at a slightly lower rate.

Mr B was unhappy with Arval as he'd wanted to challenge the fines. Dissatisfied with Arval's decision he referred his complaint to this service and our investigator provided an opinion. He didn't think Arval had been unfair. He noted that the contract allowed them to pay fines in such circumstances.

As Mr B didn't agree, his decision has been referred to me, an ombudsman, to make a 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.

I know it will disappoint Mr B, but I agree with the investigator's opinion and for broadly the same reasons. Please let me explain why.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full, and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I must make my decision on the balance of probabilities – that is, based on what I consider to be more likely than not to have happened, in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

Mr B acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The terms of Mr B's credit agreement held him responsible for paying any fines and that the business may pay fees, fines and penalties and recharge them to consumers along with an administration fee.

Mr B says that the Protection of Freedoms Act 2012 (POFA) required Arval to share a copy of the finance agreement with the parking company. Only a court can decide if Arval are in breach of that Act, but I can take it into account when deciding if Arval have been fair here. I don't think the Act imposes a duty on Arval to pass on the finance agreement, but it does give them a choice whether to either provide the paperwork themselves in order to transfer liability, or to accept liability themselves as the keeper – in which case they would then recharge Mr B.

But, even if I'm wrong about that, I don't think it matters as I agree it would have been ideal if Arval had transferred liability of the charges to Mr B. It seems reasonable that a parking company would want to establish who was responsible for charges and from the research I've done it doesn't seem unusual for such companies to ask for copies of finance agreements to demonstrate that. It may, therefore, have been fairer for Arval to have provided the minimal evidence that the parking company required, perhaps in a partially redacted format, rather than leaving their customer with no chance to challenge the notices.

But here, while Arval didn't provide the information required to transfer liability they did offer to contest the charges on Mr B's behalf. Although that may not have been Mr B's preferred option it did give him a route to challenge the fines. As Mr B declined that opportunity I don't think Arval were unreasonable to rely on the terms of the finance agreement that said they may pay such fines. To do so meant they could avoid extra costs/enforcement. They were then fair to recharge Mr B as they were allowed to do that under the terms of his contract with them.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 September 2025.

Phillip McMahon
Ombudsman