

The complaint

Mr L complains that Volkswagen Financial Services (UK) Limited ('VWFS'), trading as Audi Financial Services, shouldn't have paid a parking fine that was due on a car he was leasing through them.

What happened

Mr L took receipt of a car in September 2022. He financed the deal through a hire agreement with VWFS. VWFS received a Parking Charge Notice on 12 February 2025 that was dated 6 February 2025. Mr L's car was said to have parked illegally on 31 January 2025. VWFS wrote to Mr L on 13 February 2025 asking him to contact the issuer directly to appeal or pay the charge. On 17 February 2025 Mr L asked VWFS to transfer liability to him so he could appeal the charge, but they were unwilling to share the hire agreement with the charge issuer so that could happen.

Mr L complained to VWFS as he was unhappy with their process and the potential that they would pay the fine on his behalf. When an unpaid charge demand letter was received by VWFS they paid the charge on 18 March 2025. They responded to Mr L's complaint explaining that the terms of their agreement enabled them to do so but as a gesture of goodwill they removed the £165 fine they had recharged to Mr L's account.

Mr L referred his complaint to this service, but our investigator didn't think VWFS had done anything wrong. As Mr L disagreed, his complaint 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 L, 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 L 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 L's credit agreement held him responsible for paying any fines. While I understand that private parking fines are different than council-issued fines, I don't think it would be fair to suggest that the terms of the agreement limited the fines that the business could expect Mr L to pay only to those charged by public bodies, as Mr L has suggested.

Mr L says that the Protection of Freedoms Act 2012 (POFA) required VWFS to share a copy of the finance agreement with the parking company. Only a court can decide if VWFS are in breach of that Act, but I can take it into account when deciding if they have been fair here. I don't think the Act imposes a duty on VWFS 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 L.

But, even if I'm wrong about that, I don't think it matters as I agree it would have been ideal if VWFS had transferred liability of the charges to Mr L. 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 VWFS 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 VWFS didn't provide the information required to transfer liability they did pay the charge, and neither the charge nor the associated administration fee has been passed on to Mr L. Although that may not have been Mr L's preferred option it did resolve matters for him so I don't think he's been disadvantaged by VWFS's approach, and I don't think VWFS were unreasonable to pay the fine. To do so meant they could avoid extra costs/enforcement, and they were subsequently fair not to pass the charge on.

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 L to accept or reject my decision before 24 September 2025.

Phillip McMahon
Ombudsman