

The complaint

Mr S complains that Ald Automotive charged him an administrative fee when he incurred a parking fine.

What happened

Mr S was supplied with a car and entered into a finance agreement with Ald Automotive.

On 1 March 2025 Mr S parked at a train station car park. He incurred a fine of £60.

Ald Automotive – as the registered keeper of the vehicle – received notification of the fine from the parking company. It paid the fine and sent an invoice to Mr S for £78.00 comprising the fine of £60 and an administration charge of £18.

Mr S disputed payment of the administration charge. He was unhappy that he was being charged for something he could've done himself without incurring a charge and complained to Ald Automotive.

Ald Automotive didn't uphold the complaint. It said that because the fine was incurred under railway byelaws it didn't have the option to re-present the fine to Mr S as the driver of the vehicle. Ald Automotive said it had paid the fine and re-charged Mr S with a reduced administration fee in accordance with the terms and conditions of the agreement.

Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said the terms and conditions of the agreement stated that Ald Automotive would handle all fines and apply an administration charge. The investigator said that Ald Automotive hadn't acted unfairly.

Mr S didn't agree. He said the administration charge was an unfair windfall gain and didn't represent legitimate cost recovery.

Because Mr S didn't agree I've been asked to review the complaint.

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 S but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, its not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the terms and conditions of the agreement. These state that Ald Automotive will process all fines in relation to the vehicle and apply an administration fee when the fine is

re-charged to the driver. The administrative charges are set out in the agreement.

Mr S agreed to the terms and conditions when he entered into the agreement.

Ald Automotive are the registered keepers of the vehicle so any fines relating to the vehicle are sent automatically to Ald Automotive in the first instance. Ald Automotives process is to pay the fine and send an invoice to the driver of the vehicle.

I appreciate that Mr S doesn't think its fair for Al Automotive to apply an administration charge. However, the terms and conditions of the agreement allow Ald Automotive to apply an administration charge. This service isn't able to require a business to change its process, or require a business to amend its administration charges.

What we are able to do is look at whether the business followed its process correctly. In this case, I'm satisfied that Ald Automotive has followed its process correctly and applied the administration charge in accordance with the terms and conditions.

Mr S has made a number of points in relation to what he believes to be unjust enrichment on the part of Ald Automotive. He believes that that administration charge of £18 doesn't represent legitimate cost recovery. This service isn't able to look into whether the work carried out by the business in processing the fine justifies the administration charge. However, I don't think its unreasonable for a business to charge for receiving, processing and paying a fine. I think its reasonable to accept that there is a cost involved in the busies carrying out those tasks.

I appreciate that this isn't the outcome that Mr S was hoping for but I won't be asking Ald Automotive to refund the administrative charge.

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 X to accept or reject my decision before 22 October 2025.

Emma Davy
Ombudsman