

## **The complaint**

Mr V says Tesla Financial Services Limited (who I'll call TFS) were unreasonable to pay parking fines on his behalf.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr V took receipt of a car in November 2024. He financed the deal through a hire agreement with TFS.

Mr V complained to TFS as he said they'd been unreasonable to pay a parking fine relating to an incident on 31 December 2025. He said they'd denied him an ability to appeal the fine. TFS agreed and refunded the £60 parking charge and the associated £10 administration fee. They also identified a further charge of £160 in progress and refunded £160 and the £10 administration fee before it was due to debit Mr V's account. In total, TFS refunded £240. When the second charge was later presented to Mr V's account, he complained to TFS. He said TFS had promised to revise their process to prevent a recurrence, and that he was again denied the opportunity to appeal.

He referred his complaint to this service, but when our investigator didn't think TFS had been unreasonable Mr V asked for a final decision by an ombudsman.

## **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 agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's 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.

Mr V acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

Clause 3.8 of the finance agreement explained that it is the consumer's responsibility to pay parking fines. While the agreement says that Mr V is responsible for paying parking charges, it does not expressly set out how TFS should deal with notices it receives as the registered keeper. I don't consider the absence of a term allowing TFS to pay the charges means TFS was prevented from doing so. As a registered keeper, TFS was entitled to take reasonable steps to resolve the matter. In any event, TFS has refunded the charges and associated fees, meaning Mr V has not suffered a financial loss and I'm therefore satisfied TFS has done enough to put things right.

While I accept that Mr V would have preferred to be notified before TFS paid the parking charges, I'm not persuaded that this caused him a level of distress or inconvenience that warrants compensation. TFS refunded both the charges and the associated administration fees, meaning Mr V has not suffered a financial loss. Although Mr V says he was denied the opportunity to appeal, there's little evidence the charges would necessarily have succeeded and a loss of a speculative or uncertain outcome does not, in itself, justify an award of compensation. TFS had explained that they were revising their process to ensure that similar situations don't reoccur. But it's not for this service to dictate how TFS operate and as Mr V has had his fines and the associated administration charges refunded, I can't say he's been inconvenienced to the point that compensation is warranted. Taking everything into account I'm satisfied that the refunds are sufficient to put matters right.

The Financial Conduct Authority's Consumer Duty makes it clear that financial businesses should take steps to avoid foreseeable harm to retail customers. I've considered this when looking at Mr V's complaint but can't say this changes the outcome. TFS refunded the fine and the administration charges and that was fair.

Mr V has, more recently, explained that he's asked for information about the fines to be supplied by TFS, but they've refused. He says that's in breach of GDPR. This service can only fairly consider complaints after they've been considered by the business. As this is a new complaint Mr V will therefore need to refer it to TFS first but if he's dissatisfied with their response, he can then escalate it to this service.

### **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 V to accept or reject my decision before 23 February 2026.

Phillip McMahon  
**Ombudsman**