

The complaint

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

Mr P complained to TFS as he said they'd been unreasonable to pay a couple of parking fines for him and that, by doing so, they had removed his ability to appeal the fines and deprived him of those funds.

TFS agreed to refund the parking fines and the associated administrative charges and when Mr P referred his complaint to this service our investigator thought they'd been reasonable to do so. He noted that industry guidance allowed them to pay fines on a consumer's behalf and as the fines had been refunded, he didn't think TFS needed to take any further action.

Mr P disagreed, he said TFS's response had not compensated him for the distress and inconvenience they'd caused. Mr P 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 P acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

Clause 3.8 explained that it is the consumer's responsibility to pay parking fines. While the agreement says that Mr P 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 P has not suffered a financial loss and I'm therefore satisfied TFS has done enough to put things right.

While I accept that Mr P 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 P has not suffered a financial loss. Although Mr P says he was denied the opportunity to appeal, there's little evidence the second charge, at least, would necessarily have succeeded and a loss of a speculative or uncertain outcome does not, in itself, justify an award of compensation. Taking everything into account I'm satisfied that TFS's apology and refund 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 your complaint but can't say this changes the outcome. TFS refunded the fine and the administration charges and that was fair.

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 P to accept or reject my decision before 17 February 2026.

Phillip McMahon
Ombudsman