

## **The complaint**

Mr Z complains that Lex Autolease Ltd (LA), shouldn't have paid a parking fine issued on a car he was leasing through them.

I can see Mr Z has raised another complaint about a second parking charge which is being investigated separately. This decision will not reference or be in relation to the second complaint.

## **What happened**

Mr Z has a hire agreement for a car with LA. LA received a parking fine in respect of the vehicle, which it paid. It then sought to be reimbursed by Mr Z along with an administration fee. Mr Z was unhappy as he explained he now couldn't appeal it, he wasn't the driver so he cannot be held liable, disagreed that the fine should've been paid on his behalf as it was a private parking charge and referenced the protection of freedoms act.

As Mr Z was unhappy, he complained to LA. LA did not uphold his complaint. Because of this, Mr Z brought his complaint to this service where it was passed to one of our investigators. The investigator did not uphold the complaint. They explained the agreement allowed LA to take the action they did and haven't acted unfairly.

Mr Z disagreed with the outcome and so I've been asked to review the complaint to make a final 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'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 my decision.

Mr Z 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 Z's credit agreement held him responsible for paying any fines incurred of this nature and this appears to be clearly explained in the agreement. 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 Z to pay only to those charged by public bodies.

Mr Z explained he was not the driver, so cannot be liable, however Mr Z is the lessee, and as such, it is not unreasonable for LA to hold him accountable in line with the terms of the

agreement and on a fair and reasonable basis.

I acknowledge Mr Z was unhappy with not being able to dispute the fine, however I'm not persuaded LA have acted unfairly or outside the terms of their agreement when they did this. I'm also not persuaded that I've seen evidence to show that the contract terms were unfair or unreasonable.

Having considered everything Mr Z raised and taken into account relevant laws, guidance, what I consider to have been best practice at the time and then deciding what is fair and reasonable under the circumstances, I'm not persuaded that LA acted unfairly or unreasonably in this instance, although I acknowledge Mr Z is unhappy about the way the fine was paid.

### **My final decision**

For the reasons I've given above, I don't uphold Mr Z's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 17 March 2026.

Jack Evans  
**Ombudsman**