

The complaint

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

Mr Z has raised another complaint about a second parking charge which has been considered separately by the service. I'll not be reconsidering that decision.

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 Z has a hire agreement for a vehicle with Lex. When Lex received a private parking charge in respect of that car, they chose to pay it before recharging the amount to Mr Z along with an administration fee.

Mr Z said he was not the driver and that Lex should not have paid the charge on his behalf. He said they should have allowed him the opportunity to appeal or to identify the driver. He also referred to the Protection of Freedoms Act (2012) and said Lex were not required to make payment.

Our investigator considered the complaint but did not uphold it as they thought the agreement allowed Lex to act they did.

Mr Z disagreed. He noted that the terms said Lex 'may' pay the fine but they didn't need to, and they'd been unfair to decide to do that. He asked for a 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, 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.

The issue here is not whether the parking charge itself was valid but whether Lex acted fairly in choosing to pay it and in passing the cost to Mr Z.

The terms of the hire agreement allowed Lex to pay charges of this nature and to recover the cost from Mr Z and I don't think that was limited only to statutory fines. While Lex were

not *obliged* to pay the charge and could have taken alternative steps such as seeking to identify the driver, the agreement gave them discretion in how to deal with such charges and I don't think it was unreasonable for them to pay the charge to resolve the matter promptly.

I've also taken into account relevant industry guidance issued by the British Vehicle Rental and Leasing Association (BVRLA) and I'm satisfied Lex's approach was consistent with that and not unfair. In the circumstances, I don't think Lex acted unfairly or unreasonably in recharging the amount to Mr Z and I'm not asking them to take any action.

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 Z to accept or reject my decision before 11 May 2026.

Phillip McMahon
Ombudsman