

## **The complaint**

Mr W complains that BMW Financial Services (GB) Limited, trading as Alphera Financial Services ('Alphera') have informed him of outstanding arrears after he settled his account.

## **What happened**

Mr W took receipt of a car in May 2022. He financed the deal through a 60 month hire purchase agreement with Alphera. On 2 January 2025 at Mr W's request Alphera provided a quotation to settle the account for £13,337.90 and the next day Mr W paid that. But subsequently Alphera sent Mr W a bill for £512.38 to settle the account. Mr W complained to them and when he was unhappy with their response our investigator provided an opinion.

The investigator didn't think Alphera had done anything wrong. She noted that the balance was due because a payment Alphera assumed had been made had subsequently been returned. She didn't think Alphera were being unreasonable to request that payment to clear the balance.

As Mr W didn't agree with the investigator his complaint has been referred to me, an ombudsman, to make a 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 know it will disappoint Mr W but I agree with our investigator's opinion and for broadly the same reasons.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

Mr W acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

I've reviewed Mr W's statement of account and can see that the settlement quote was correct at the time it was provided. That was after a direct debit of £512.38 had been requested and as that direct debit was later returned unpaid, that explains the balance due on the account after Mr W thought he'd paid what was due.

Mr W says that is unfair because he hadn't been paying the direct debit amount for three months, only a reduced payment. He says Alpheria were aware of that and shouldn't have been requesting the direct debit. I think it should have been clear to Mr W that the direct debit was still being called for as it would have been shown on his bank statement as having been returned in the previous two months. And, even if I'm wrong about that, no regular payment was made by Mr W in January 2025. So, I can't say Alpheria were wrong to request payment of the sums still due and I'm not asking them to take any action here.

### **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 W to accept or reject my decision before 11 September 2025.

Phillip McMahon  
**Ombudsman**