

The complaint

Mrs B is unhappy with how BMW Financial Services (GB) Limited trading as Alphera Financial ('Alphera') says it will report end of contract charges to her credit file, if these aren't paid within 28 days.

What happened

On 14 July 2025 Mrs B contacted Alphera to enquire what its policies are in relation to credit file reporting for disputed charges (such as excess mileage or damage) at the end of a finance agreement/early termination. Mrs B gave Alphera 14 days to respond.

After receiving no reply to her communication within the deadline she set, Mrs B raised a complaint on 31 July 2025. Mrs B chased Alphera for a response on 3 September 2025. Alphera acknowledged the complaint the same day and said it had eight weeks from the date Mrs B first made contact with it. Mrs B said this would be from her original communications in July 2025.

On 24 September 2025 Alphera issued its final response. In this it said charges that may apply at the end of a contract are detailed within the finance agreement. Alphera said it wouldn't record a charge as being in dispute. The agreement holder would need to ensure payment is made with 28 days otherwise this would be reported to credit reference agencies (CRA). If a charge is disputed, that would be investigated. If then found to be incorrectly charged, any potential adverse information would be removed.

However, Alphera said that the points Mrs B raised were hypothetical because her agreement was still live and no invoices for excess mileage or damage charges have been raised or are in dispute. Unhappy with this Mrs B referred her complaint to the Financial Ombudsman Service.

While the complaint was with our service Alphera offered to pay Mrs B £25 for the delay in answering her concerns. It also repeated that this complaint relates to a hypothetical situation that hasn't occurred yet. The offer of £25 was put to Mrs B who declined it. An investigator therefore considered the complaint. They said we can't comment on aspects of a complaint that haven't happened yet. They did however say the £25 was fair for the delay in Alphera responding to Mrs B's communication in July 2025.

Mrs B strongly disagreed. In summary she said her situation wasn't hypothetical and relates to the policies Alphera stated it has in place now and will apply to her agreement. She also didn't feel the £25 was adequate compensation. The investigator responded and said Mrs B's complaint is about how end of contract charges will be reported to her credit file. But none have been, so there isn't any dispute for us to consider at this stage.

Mrs B replied further and again detailed her issues around how Alphera has said it will report charges and why this isn't fair.

As Mrs B didn't agree, the complaint has been passed to me to decide.

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 would also like to point out 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

I appreciate this will come as a disappointment to Mrs B, but I agree with the investigator here for broadly the same reason that the majority of this complaint relates to a hypothetical situation that hasn't happened.

I can see that Alphera did answer the queries Mrs B raised, as I would expect. She is however unhappy with the information it gave.

For me to be able to say Alphera is wrong in recording what it might to Mrs B credit file, I would need to link that to a dispute and consider whether the charges are accurate and if Alphera acted fairly in taking the action it did. At this stage there are no charges and no dispute over them. There can't be, because as of now none exist. Mrs B says they will as she is already over her mileage allowance. But that doesn't change the fact that right now, charges haven't been applied. It's possible Alphera may never apply any, choosing to waive them. Or Mrs B may end up agreeing and paying any charges that possibly are levied within the timeframe Alphera gives. So, I agree that at this stage anything regarding potential future charges is a hypothetical situation.

Our service is an informal dispute resolution service that looks to put consumers into the financial position they would've been in had an error not been made. Here I can't do that as for now there is no current financial loss or error that's occurred yet. Again, there may never be. Mrs B wants our service to comment on the fairness of policies that as of now don't apply to her current situation. Until they do, I don't believe this is something for us to comment on further. Should Mrs B end her agreement and then be unhappy with any charges/impact to her credit file, she can of course complain and bring that to our service if she remains unhappy.

I can see that Alphera paid £25 for its delay in responding to Mrs B. I do agree it failed to acknowledge her email on 14 July 2025, and her complaint raised on 31 July 2025. However, it responded to the complaint within eight weeks of it being made. Overall, I believe £25 to be fair for the inconvenience caused by the failure to acknowledge Mrs B's communication.

Putting things right

- Alphera should pay Mrs B a total of £25 in compensation for the inconvenience that it caused by initially failing to acknowledge her communication.

My final decision

I'm upholding Mrs B's complaint. BMW Financial Services (GB) Limited trading as Alphera should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 13 April 2026.

Paul Blower
Ombudsman