

## **The complaint**

Mr G complains that Tandem Personal Loans Ltd trading as Oplo (Tandem) was irresponsible in its lending to him. He wants all interest and charges refunded and any adverse information removed from his credit file.

Mr G is represented by a third party but for ease of reference I have referred to Mr G throughout this decision.

## **What happened**

Mr G was provided with a £10,000 loan in May 2022. The loan term was 60 months and Mr G was required to make monthly repayments of £303.19.

Mr G said that adequate checks weren't carried out before the loan was given. He said he had other debts at the time including four revolving credit accounts and had taken out new loans in the previous six months

Tandem issued a final response not upholding Mr G's complaint. It said that before the loan was provided it carried out creditworthiness and affordability checks. It said it verified Mr G's declared income with a payslip and carried out a full income and expenditure assessment. It noted that the credit check didn't raise concerns and after deducting Mr G's costs from his income, including the Tandem loan repayments, he had over £500 disposable income. Tandem didn't accept that it had lent irresponsibly.

Mr G referred his complaint to this service.

Our investigator didn't uphold this complaint. They thought the checks carried out before the loan was provided were proportionate and that these suggested the loan to be affordable.

Mr G didn't agree with our investigator's view. He noted that he had a high debt to income ratio (54%) and had taken out or repaid several debts in the months leading up to the Tandem loan application which should have raised concerns. He said his existing credit commitments were high and the estimates of his living expenses didn't correctly reflect his situation. Mr G said his bank statements showed he was using his overdraft and paying back multiple loans.

Our investigator responded to Mr G's comments but as the outcome of the view didn't change, and a resolution hasn't been agreed, this complaint has been passed to me, an ombudsman, to issue 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.

Our general approach to complaints about unaffordable or irresponsible lending – including the key rules, guidance and good industry practice – is set out on our website.

The rules don't set out any specific checks which must be completed to assess creditworthiness. But while it is down to the firm to decide what specific checks it wishes to carry out, these should be reasonable and proportionate to the type and amount of credit being provided, the length of the term, the frequency and amount of the repayments, and the total cost of the credit.

Mr G was provided with a £10,000 loan requiring monthly repayments of around £303. This is a substantial loan and so we would expect Tandem to have gathered sufficient information to ensure it had a good understanding of Mr G's financial situation and his ability to make the repayments, before lending.

Through the application process, Tandem asked Mr G about his residential and marital status, and his employment and income. His income was verified using a payslip. A credit check was carried out to assess his credit history and to establish his existing credit commitments and third-party data used to assess his living expenses. Mr G was called to discuss his income and credit file and to confirm that the repayments would be affordable for him. Having considered the checks Tandem undertook, I find these were reasonable and proportionate.

I have then considered whether, based on the information received through the checks, Tandem made a fair lending decision. Mr G declared his net monthly income as being £2,800 but having recently increased to around £2,900. His payslip supported his £2,800 income figure and based on its checks, Tandem used an income figure of £2,719. I find this reasonable.

Mr G's credit check didn't show any defaults or county court judgements, and all of his accounts were up to date. There was a recent missed payment recorded but this was on an account that had been settled. Therefore, I do not find that Mr G's credit check showed signs that he was struggling to manage his existing credit commitments. Mr G had outstanding balances on loans and revolving credit. His revolving credit balances totalled around £1,195 which was around a 20% utilisation of his limits which I do not think should have raised concerns. Mr G had around £19,775 in loans but he said that this loan was to consolidate some of this debt. Mr G's total repayments for his existing credit commitments, including his mortgage that he had recently taken out, were around £1,177. Deducting this from his monthly income, along with his other living costs and the repayments due under the new Tandem loan (before factoring in the debt consolidation) left Mr G with disposable income of around £533. Based on this I think it reasonable that the loan was considered affordable for Mr G.

So, while I note Mr G's comments about the information in his bank statements, in this case, I think the checks undertaken were reasonable and I do not find that Tandem was required to request copies of Mr G's bank statements. Tandem included Mr G's credit costs, including his overdraft in its calculations and while I understand the point made about Mr G's high debt to income ratio, as the checks showed the loan to be affordable for him, and its purpose was debt consolidation, I do not think that Tandem acted unfairly by providing this loan.

I've also considered whether Tandem acted unfairly or unreasonably in some other way given what Mr G has complained about, including whether its relationship with Mr G might have been viewed as unfair by a court under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Tandem lent irresponsibly to Mr G or otherwise treated him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 October 2025.

Jane Archer  
**Ombudsman**