

The complaint

Mr O complains in respect of a loan agreement he took out with Tandem Bank Limited trading as Tandem.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Mr O took out a fixed sum loan with Tandem to finance the installation of windows from a retailer ('the supplier').

Mr O experienced quality issues with the windows. He said he wasn't getting anywhere with the supplier so he approached Tandem for help. Tandem contacted the supplier and this resulted in the issues with the windows getting fixed.

However Mr O approached Tandem with a complaint. In summary, he was unhappy that it had recorded missed payment information on his credit file in respect of the loan. Mr O says this is a result of the dispute with the supplier and he wants it removed.

Tandem did not uphold the complaint – it said that the missed payment information was accurate.

Mr O referred the complaint to this service. Our investigator did not uphold it, so Mr O asked for the matter to be looked at by an ombudsman for 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

In this case I consider particularly relevant what the Information Commissioner's Office ('ICO') says in respect of the reporting of arrears, arrangements and defaults at credit reference agencies.

Should Tandem have reported missed payment information on Mr O's credit file?

From what I can see from the account history – it appears Mr O's Direct Debit bounced in respect of his February 2025 loan instalment which resulted in missed payments and arrears

until Mr O caught up on the payments in April 2025 and reinstated the Direct Debit around May 2025.

The ICO says credit files should accurately reflect what occurred on the account. It also doesn't appear to be in dispute that the Direct Debit stopped servicing the loan due to Mr O cancelling it, rather than an error at Tandem's end. So, on the face of it Tandem reporting missed payment information for this period is not an unfair reflection of the account status at the time.

Is there some other reason it would be unfair for Tandem to record missed payment information?

It seems clear that Mr O stopped paying as he was having issues with the windows. I can see this is supported by a job sheet from March 2025 which finds that water is not draining properly, and the trickle vents need some further work.

I know Mr O is very frustrated with the supplier and says it was not responsive to his contact. However, it is worth noting that my decision here is not about the actions of the supplier, but Tandem's response to Mr O based on its role as a finance provider. While under Section 75 of the Consumer Credit Act 1974 ('Section 75') Tandem is responsible for breach of contract or misrepresentation by the supplier – it isn't responsible for its general customer service (such as it not returning or acting on calls).

It seems Mr O approached Tandem around February 2025, and in line with its responsibilities under Section 75 it took steps which resulted in the issues with the windows being rectified around April 2025. Mr O does not appear to dispute this and the evidence indicates this is likely the case too. My decision here is not focused on the Section 75 claim itself – as that was apparently resolved – the issue here is more about the adverse information due to Mr O withholding payment.

I can understand it was frustrating for Mr O to have issues with the windows in the first place. However, my starting point here is that he agreed to pay Tandem for these under a legally binding finance contract so should have continued to do so, even while matters were in dispute. Paying for the product did not prevent Mr O disputing matters. And while I acknowledge some circumstances where it might be fair to remove adverse information where problems with goods or services are concerned, I don't think that is the case here. I say this noting the issues seemed to be of the snagging kind and appear to have been rectified via a repair quickly once Mr O had approached Tandem. I also note that Mr O stopped payments around the time he got in touch with Tandem, leaving it very little opportunity to help him before he took this step.

In summary, I don't think it would be fair and reasonable for Tandem to remove the adverse reporting on Mr O's credit file in respect of its loan. I understand this is not the outcome he wanted, but he is free to reject my decision and consider if he wants to take his dispute against the supplier or Tandem by more formal means (such as court).

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 15 December 2025.

Mark Lancod

Ombudsman