

The complaint

Mr A complains about the way Tandem Bank Limited ('TB') handled his claim for a refund.

What happened

Mr A entered a loan agreement (the 'agreement') with TB to fund replacement windows to be installed at his property by a supplier I'll refer to as 'C'. The agreement was dated 27 September 2024 and was to be paid over a period of 96 months. The total amount payable with interest was just over £6,100. The cash price of the windows was just over £3,987 and with a deposit in the sum of £249 paid by Mr A, this left a payment to be made by TB to C, on completion of the works, of just over £3,738. The contract Mr A had with C said this balance was to be paid for by 'finance'. The windows were installed on 8 November 2024, and the loan funds were paid to C by TB on 13 November 2024.

After the installation, Mr A made a claim for breach of contract via TB. He was unhappy with various faults, and he says key safety features were missing. He also says the satisfaction note (the 'note' or 'satisfaction note') was signed 'fraudulently' by C. He said TB shouldn't have released the loan funds to C based on this note. Mr A raised a complaint to TB in December 2024. But TB rejected the claim and it also rejected Mr A's complaint about how it handled his claim.

When the matter came to us, our investigator didn't uphold the complaint. Mr A strongly disagreed providing detailed submissions. In December 2025, Mr A provided an independent handwriting expert report (the 'report') which he says supports his case that the signature on the note was a fraud. Mr A asked for the matter to be passed to an ombudsman to consider.

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 want to start by saying that I very much sympathise with Mr A situation but I'm not upholding this complaint. This is for broadly the same reasons as our investigator. Where the evidence is incomplete, inconclusive, or contradictory, as some of it is here, I reach my decision on a balance of probabilities. Further, my role is to make a final decision based on all of the evidence before me and in doing so I look at the complaint as a whole and focus on those elements that I consider to be material to the outcome. So, whilst I may not refer to all of Mr A's detailed submissions and his exhibits, I've fully considered everything he has said and provided to us. This isn't meant as a discourtesy – it simply reflects the informal nature of our Service.

Release of the loan funds to C

In terms of what Mr A says about TB releasing the funds when he says it shouldn't have done, I have looked carefully at the evidence that has been presented, and I must balance what he says happened against the written contracts he had with both C and TB, setting out the terms and conditions for each agreement. Mr A was clearly aware he was entering into a loan agreement to pay for the windows. The agreement he signed with TB in September 2024 clearly

said that the credit would be provided to the supplier, in this case C, when it fell due under the supplier agreement. From what I can see, Mr A agreed to pay C when the works were completed. The works were completed by C on 8 November 2024. The satisfaction note was signed a few days later on 11 November 2024 and the funds were released to C by TB on 13 November 2024. This all seems to be in line with what was supposed to happen under the agreements Mr A had with both C and TB.

Mr A says TB shouldn't have released the loan funds to C as it had done so based on a satisfaction note that Mr A says was signed fraudulently by C. When Mr A contacted TB to make this claim, it contacted C who provided its explanation of how the note was signed. C said its installers had returned on the 11 November 2024, to carry out some remedial work. And the note was passed to Mr A's wife at the property, who in turn went inside the property to obtain his (Mr A's) signature. C said its installers said Mr A's wife returned shortly thereafter with the signed satisfaction note. Mr A says this account isn't true and points to various inconsistencies in what C has said about what happened including that he was told the note was sent to him online.

I want to reassure Mr A that I've fully considered everything he has said regarding this matter. But he should note that, unlike a court, I don't have the power to compel and cross examine witnesses (and neither does TB). I can only consider TB's actions here as the provider of financial services and I've not seen enough here to persuade me, in the circumstances, that TB has acted unreasonably. In my view, I think TB took reasonable steps to investigate the issue of whether the satisfaction note had been signed by Mr A (or not). It contacted C to obtain its account of what happened. C offered a reasonable explanation of what had happened and why it believed the signature to be Mr A's.

Further, there are limits to what TB could've reasonably have known when it received the satisfaction note which in turn triggered it to pay C as it appeared the works had been done at this point. On the face of it, this was signed by Mr A. I've noted Mr A's submissions about wanting to pay for the windows in cash. However, if this was the case he had 14 days to withdraw from the loan agreement, which was signed on 27 September 2024. He didn't contact TB until after the 14 day statutory withdrawal period had elapsed. In my view, TB paid the loan funds to C in line with the agreement it had with Mr A. All in all, I think TB has acted fairly and reasonably in this regard.

Since presenting his claim to TB in December 2024, Mr A has provided a handwriting expert report and other evidence, which he says proves the signature on the satisfaction note was a fraud. But what I'm considering here is how TB handled Mr A's claim for a refund with evidence it had reasonably available to it. In my view, based on the evidence available to it at the time of his claim, I think TB took sufficient steps to investigate Mr A's claims about the satisfaction note. So, I'm not upholding this part of Mr A's complaint..

Claim under section 75 of the Consumer Credit Act 1974

Mr A paid for the windows in question using credit provided by TB who, amongst other things, considered the claim he made in light of the joint liability provisions under section 75 of the Consumer Credit Act 1974 ('section 75'). Under section 75, a finance provider can be held jointly liable for breach of contract and/or misrepresentation. I think all the conditions have been met for raising a section 75 claim, so I've taken this into account and all other relevant law including the Consumer Rights Act 2015 ('CRA').

When Mr A made his claim to TB for breach of contract he said there was a broken window frame and a sash window needed to be re-installed due to a fault with the 'beading'. In response, C confirmed there was a fault with a sash window, but it hadn't been able to make suitable arrangements with Mr A to fix this. I can see that Mr A has presented sufficient evidence to show the beading of the sash window does need repairing but there doesn't

seem to have been any other faults which remained outstanding at the point he made his claim to TB.

Mr A strongly disputes what C says about him not allowing it access to his property to repair the sash window. And I can see some messages between him and C that appear to be about arranging a re-visit by C's installers to his property. But ultimately, I don't think there is persuasive evidence that C wasn't (or isn't) prepared to fix the outstanding repairs. From what I can see, from the outset, C openly admitted to TB there was a problem with a sash window. So, this does suggest it was willing to fix it if suitable arrangements could be made with Mr A to re-visit the property.

I've noted what Mr A has said about his family situation which he says makes it difficult for him to be available at certain times. However, from everything I've seen, C appears willing to fix the sash window so long as a suitable arrangement can be made with Mr A to attend at his property. Under the CRA, the usual remedy for a breach of contract for a service, is to allow the supplier an opportunity to carry out the remedial work (i.e. repeat performance) to fix the fault. And this appears to be what C had offered. So, I can't say TB has acted unfairly here as there seemed to be a reasonable offer to remedy any faults that remained outstanding at the point Mr A raised his section 75 claim.

Mr A says safety features were missing and this led to a problem involving one of his children who has a disability. I appreciate the incident that Mr A describes must have been very difficult for him and his family. Mr A says the key safety features that should've been fitted by C were 'window restrictors'. But reviewing the contract and other documents Mr A had with C, it doesn't appear the fitting of these safety features were part of this contract. Therefore, I can't say that TB was wrong to say it wouldn't accept liability for this part of Mr A's claim.

So, whilst I know this will be a disappointing outcome for Mr A, for all the above reasons, I'm not upholding the complaint. However, Mr A doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 March 2026.

Yolande Mcleod
Ombudsman