

The complaint

Mr A has complained about the way Tandem Bank Limited (“Tandem”) responded to his claim against it under Section 75 of the Consumer Credit Act 1974 (section 75).

What happened

In September 2025, Mr A signed a loan agreement with Tandem to fund the installation of a solar panel system including a battery (the system) from a supplier that I’ll call “E”. The cost of the supply and installation of the system amounted to £13,500. After deducting a deposit of £100, the total amount payable including interest and charges was just over £20,000. And Mr A was expected to make monthly payments of around £166 over a 10 year term.

In December 2025, Mr A contacted Tandem and raised concerns over the way the system had been installed explaining that E had drilled through his roof causing a leak, drilled through his kitchen roof and failed to rectify the issues. He also said he didn’t think the battery was charging properly. He said he’d already raised these issues with E and it hadn’t completed the works in a timely manner.

Tandem contacted E who said that it had been notified of a leak on 25 November 2025 (and notified of other issues), and it had sent an agent out to investigate the claim on 1 December 2025. It accepted that remedial works were required but it needed scaffolding to do so and said it would return to do this on the 9 December 2025. E also said that during the visit, the agent had noted that the system was not malfunctioning on that day, but it could review the system again during the second visit when the scaffolding went up.

On 9 December 2025, Mr A emailed Tandem and suspended E’s access to his property due to the “severe negligence demonstrated” by E. On the same day, Mr A also sent E a message that any future access arrangement had to be arranged through Tandem as he had escalated a claim to Tandem. As E didn’t know if it would be granted access to Mr A’s property, it did not attend on the 9 December 2025.

Mr A subsequently paid a different company to fix the immediate issues with the leak and Tandem agreed to cover the cost of this (amounting to £500), without looking into whether this was necessary in response to the section 75 claim, so it covered it as a gesture of goodwill. Mr A submitted quotes from separate companies for the remaining remedial works, amounting to over £10,000 and over £8,000 to remedy the issues he had highlighted. He said he has lost faith in E and did not want them to attend his property and instead wanted Tandem to cover the costs of a different company to remedy the issues. Mr A had also said he doesn’t think the battery is working and sent several screenshots showing it hadn’t charged.

Tandem issued a final response explaining that E had agreed to carry out the repair works, that Mr A had refused to allow E access, so it didn’t offer him any additional remedies. It said it would not offer the costs of remedial works based on the quotes Mr A had submitted. Unhappy Mr A referred the matter to our service.

Our investigator looked into things and didn't think Tandem needed to offer a remedy. They explained that it wasn't unreasonable for Tandem to conclude that E needed to be given a chance to remedy the issues in the first instance. They also explained if Mr A wanted to complain about the increased costs of electricity due to the system not working, it would need to be raised as a new complaint.

Mr A didn't agree for broadly the following reasons:

- Mr A explained that he had raised issues with E as early as October 2025. In his view a leak should be fixed within days/weeks rather than months. He felt that E hadn't rectified the issues within a reasonable time, so he was entitled to ask Tandem to pay for a different company to remedy the issues.
- He had lost faith in E.
- He felt that problems with the installation are not merely snagging issues, but E had left a cable loose under a concrete which was a fire risk – and provided a photo of it.
- He added that he did not know E had intended to come out on the 9 December 2025 and believes E is being dishonest about this.
- More recently, Mr E says he believes the system is now chemically destroyed and he wants to reject the system in full.

As things weren't resolved 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.

Firstly, I'd like to reassure Mr A, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality. Our rules allow us to do this.

I would add that I'm sorry to hear that Mr A is unhappy with the system. But it may be helpful to explain that I need to consider whether Tandem – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr A's claim. And it's important to note Tandem isn't the supplier. Section 75 is a statutory protection that enables Mr A to make a 'like claim' against Tandem for breach of contract or misrepresentation by a supplier paid using credit.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by E that means Tandem should have offered a further remedy when handling Mr A's claim. But I want to explain from the outset that I can only consider Mr A's complaint on that narrow basis – that is, whether it was fair and reasonable for Tandem to respond to his claim in the way that it did.

There are certain conditions that need to be met for section 75 to apply such as financial limits. From what I've seen, those conditions have been met, and Tandem also appears to agree that section 75 applies.

In order for me to uphold Mr A's section 75 claim, I'd have to be satisfied that E breached a term of the contract and that caused him to suffer loss. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also says that any services carried out must be carried out exercising reasonable care and skill. The CRA sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

Under the CRA, any works completed by E should have been done to a reasonable standard, but the onus is on Mr A to provide evidence that this hasn't been done. This is the position in law. I would also stress that I cannot look at a complaint directly against E and the service it has provided to Mr A. I can only look at Tandem's response to his claim.

In terms of the initial installation works, all parties accept that the works haven't been carried out to a reasonable standard and remedial works are necessary. But where E has agreed to carry out the repair works needed to rectify the issues, I don't think it's unreasonable for Tandem to conclude that Mr A has been provided with the remedy he is entitled to under the CRA for a breach of contract.

I appreciate Mr A feels that the works carried out by E are not merely snagging issues that require remedy, but that some of the failures have left his property in a hazardous situation and present a safety risk so it's not unreasonable for him to require Tandem to pay for a third party to complete the remedial works instead of E. But this allegation isn't supported by any independent evidence. I am mindful that Mr A hasn't provided an independent report showing the system/battery isn't working as expected which is usually required in these types of cases and would highlight any hazardous issues that require urgent remedy. And while all parties accept that remedial works are required, I haven't seen anything that leads me to conclude that E shouldn't be given a chance to do this.

From the evidence that's been submitted, the earliest notification sent to E of the *leak* I can see, was made on 25 November 2025 (although other problems had been highlighted earlier). E sent an engineer out on 1 December 2025 who confirmed scaffolding would be required which was due to be erected on the 9 December 2025. Mr A says he didn't know about this date, but he emailed Tandem suspending E's access to his property on this date. He then advised Tandem that E could attend on 10 December 2025 within 24 hours to complete remedial works, but as the works had already been cancelled, E said it required time to rearrange. I appreciate Mr A has been disappointed with the speed at which both Tandem and E have responded to his concerns, but I don't think the evidence provided demonstrates that E has failed to rectify the issues within a reasonable timeframe.

I appreciate it will be inconvenient for E to have to return to put scaffolding up and carry out any remedial works – but this cannot be avoided. Whether its E or another company, Mr A will have to suffer some inconvenience while the remedial works are carried out. But we would expect Tandem to ensure that any unnecessary inconvenience is avoided.

As mentioned above, Mr A hasn't provided an independent report showing what installation works haven't been done right, or that the system or the battery is faulty or not working and why. He's provided quotes for remedial works – but this isn't the same as an independent report which would detail what (if anything) has gone wrong, what the likely causes of any faults are and any recommendations to put matters right. Mr A has submitted various screenshots of the system and battery, but these aren't sufficient to show that the system is faulty, or any faults are due to the actions of E. Systems may stop working or malfunction for many reasons such as accidental damage or misuse for example. And E says when it visited Mr A, the system was not malfunctioning.

As explained above, normally we'd require an independent report from a qualified professional who examines the system and provides an expert opinion as to what (if anything) is wrong with either the system as a whole or the battery alone. Based on that, it's not unreasonable for Tandem to conclude that E should remedy the issues it accepts it hasn't done right.

Overall, I'm not satisfied Tandem has acted unfairly or unreasonably in response to this complaint. Tandem is dependent on the evidence submitted by both parties to decide how to respond and where E is offering to return to complete the work it accepts hasn't been done right, its Mr A who is refusing access, and Mr A hasn't provided an independent report to support all his allegations, I don't think it was unfair for it to conclude that it wasn't obligated to offer an additional remedy.

I appreciate Mr A would have liked Tandem to pause on payments while the issues remained outstanding, but under the CRA, where there is a breach of contract, Mr A is entitled to a repair in the first instance and if that fails, then he can consider further remedies. The credit agreement normally remains unaffected.

I would add that I can only consider Tandem's response to Mr A's claim based on what happened at the time Tandem issued its final response. If things have moved forward since then, Mr A will need to raise a new claim about this and allow Tandem an opportunity to respond to this claim in the first instance. This is not something I can simply add on to his complaint at this stage. If Mr A obtains an independent report into the system/battery, he can send this to Tandem to review a new claim about this issue.

But in my view, Tandem's response that E carry out remedial works to the issues that its accepted has not been done correctly is not an unfair response to the complaint, so I don't find I have grounds to direct it to do anything further at this stage. However, I should point out that Mr A doesn't have to accept this decision. He is free to pursue the matter by more formal means such as through the courts.

My final decision

For the reasons given above, I do not 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 9 April 2026.

Asma Begum
Ombudsman