

The complaint

Ms G has complained that Tandem Bank Limited “Tandem” declined her claim against it under Section 75 of the Consumer Credit Act 1974.

The finance agreement was originally with a different provider but as Tandem is now responsible for answering this complaint, I’ll refer only to Tandem as the credit provider throughout this decision. Ms G is also represented by her daughter but as Ms G remains the complainant, I’ll mainly refer to Ms G throughout the decision.

What happened

Ms G bought a solar panel system and battery (the system) for her home in 2021 from a supplier I’ll refer to as P. The total price of the system was £15,828. After a deposit of £100, Ms G used a loan agreement from Tandem to pay the remaining amount. Including finance and charges, the total amount repayable under the loan was just over £26,550 over a term of 15 years. The monthly payments were just over £146.

Ms G alleges that P misled her into believing that the panels would pay for itself. She said the financial implications of the system were not truthfully explained to her, the projections given to her were unrealistic, deceptive and haven’t materialised. She adds that the battery has failed and was replaced already. She suffers from mental health issues and English is not her first language, and she feels she was taken advantage of as a vulnerable consumer. So, she raised a claim against Tandem under section 75 of the Consumer Credit Act 1974 (section 75).

Tandem issued two final response letters, one explaining that it didn’t agree with her complaint about the way the system was sold to her. It also appears to have responded to a complaint about the loan itself, and whether it was made clear to Ms G that it would be an interest bearing loan. It said all the information in relation to the loan was made clear during the sale.

Unhappy, Ms G’s complaint was referred to this service, and the complaint was considered by one of our investigators. Our investigator said Ms G hadn’t been able to provide any evidence that P had misled Ms G about the system, that the estimates were not guarantees and there was also no current evidence the system was faulty. She sympathised with Ms G’s vulnerabilities but said it remained her responsibility to prove her claim.

Ms G disagreed and explained the following:

- She was unable to provide pre-installation bills to show how much she was saving as her previous provider couldn’t provide bills from such a long time ago.
- She provided screenshots of the energy she was exporting and the income earned which was nominal amounts, yet she was still paying around £146 a month on the loan.
- She added that the annual savings of £1,082 and long-term savings hadn’t materialized. She feels the projections made by P are not credible.
- Ms G also mentioned that she had suffered a health-related medical emergency in

2025, an unexpected bereavement and was now at risk of losing her home.

As the complaint couldn't be resolved by our investigator, I've been asked to make 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.

Having carefully considered everything provided, for much the same reasons as those explained by the investigator, I do not uphold this complaint, and I'll explain why.

Ms G says that the system was misrepresented to her and sold to her on the basis that it would pay for itself. For the purpose of this decision, I've used the definition of a misrepresentation as an untrue statement of fact or law made by one party (or his agent) to a second party which induces that second party to enter the contract, thereby causing them loss.

My concerns with Ms G's case is that as she's making the claim quite some time after she bought the system, I don't think it's unreasonable for Tandem to require some evidence to support the allegation that P misrepresented the system to her. I'll look at each issue in turn.

Whether the system would pay for itself

The sales quotation document shows that it was made clear to Ms G that there would be a shortfall between her benefits and loan payments for a considerable number of years. In the first year for example, the quote shows that there would be a monthly shortfall of over £40. This doesn't indicate the system would pay for itself. Ms G signed this quotation document, and P had told us taking consumers through this quotation document was part of its usual sales process.

I've thought about Ms G's vulnerabilities and that English isn't her first language, but I haven't seen any evidence that this was brought to P's attention. And if she didn't understand what was being said to her, I would have expected her to have raised this at the time and asked either P or a family member for help before entering into such an agreement. I've seen no evidence that P took advantage of Ms G or that she didn't have capacity to enter into such an arrangement.

The interest bearing loan

The loan agreement (which was also signed by Ms G), sets out exactly what the system cost, the amount of credit being granted, the interest and charges applicable and the loan payments and loan term. So, it doesn't look to me like any information in relation to the loan wasn't made clear to her.

Benefits haven't materialised

I have considered the evidence Ms G has provided showing she's only exporting small amounts of energy to the national grid and receiving a nominal amount of income from it. But I don't think this sufficiently evidences that the system was misrepresented to her or that the system benefits weren't reasonably estimated and I'll explain why.

It may be helpful to explain how these types of system usually work. The energy produced by the system first services the home where the system is installed. Any energy not used is

saved in the battery. Once the battery is at capacity, any energy left over is sent to the national grid – so it's not unusual for only small amounts to be sent to the grid. Additionally, as our investigator pointed out, the estimates are just that, estimates not guarantees. And the quote explains that the estimates might be different if consumers for example use more energy than expected or less energy is produced by the system due to seasonal changes. So, I have to bear that in mind.

Ms G's quotation does show that the system isn't expected to generate large amounts of income, the large majority of benefit is from savings made on electricity bills and energy stored in the battery. To uphold the complaint that the benefits were not reasonably calculated, I'd need to see pre and post installation bills. This would show how much energy Ms G was purchasing from her utility provider prior to the installation of the system compared to how much she is purchasing after the installation. We could then work out how much she has saved on her bills due to having the system and compare that to the estimates made by P. Unfortunately, Ms G hasn't been able to provide the evidence necessary to prove her claim.

While I sympathise with the difficulties Ms G has faced in collecting evidence to support her claim, I don't think this means she doesn't need to evidence her claim. Given the rising cost of utilities, I think it's more likely that she is benefitting from the system. All the energy supplied by the system would otherwise need to be bought from her utility provider, so it's likely she is making some savings.

The system/battery being faulty

It seems Ms G's battery failed some years ago and this was replaced by P – which would be expected and the remedy applicable under the Consumer Rights Act 2015. She's mentioned that the system continues to underperform and that the battery may have failed again. As explained by our investigator, I haven't seen Ms G provide any new evidence that either the system or the battery is currently not working or underperforming. Usually, we'd expect to see an independent report from an expert who examines the system and provides a report as to whether the system is/is not performing as expected and why. So, I don't think Tandem needs to do anything about this issue now.

If Ms G wishes to make a claim that the system and/or battery is faulty or underperforming, then she needs to raise that with Tandem and provide an independent report to corroborate the claim. She can submit that to Tandem to consider the claim and evidence, and if needed refer that to this service again in due course.

Summary

In this case, other than Ms G's testimony that the system was misrepresented to her, there's little corroborative evidence to support that claim. So, I don't think based on the available evidence, it would be fair for me to direct Tandem to offer a remedy in this case. While I've considered carefully Ms G's testimony, I don't think there's sufficient evidence here that the system was misrepresented to Ms G in the way she now alleges or that the system is faulty/underperforming.

I'm sorry for the difficulties Ms G has already faced and is currently facing. But I am unable to conclude that Tandem has acted unfairly in this case, so I find no grounds to uphold her complaint. I should, however, point out that Ms G doesn't have to accept this decision. She can pursue the matter by more formal means such as through the courts.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 14 April 2026.

Asma Begum

Ombudsman