

The complaint

Mr T complains about the balance owed under a fixed sum loan agreement taken out with EE Limited.

What happened

In September 2024, Mr T says he contacted EE to upgrade a mobile telephone handset used by his partner, and also bought some accessories. The device was delivered to Mr T's home address and a few days later, the accessories arrived in a separate package.

Once his partner had the device, Mr T says he decided to get a brand new handset himself. So, he took out a fixed sum loan with EE to pay for it. The cash price of the handset was around £1,300 and after making an advance payment of £30, Mr T was scheduled to make monthly repayments of about £35 over a three year period. Similar to his partner, Mr T also decided to buy some accessories from EE, as part of the same order.

The following month, Mr T received a package from EE. After opening the package, Mr T says it only contained the accessories. And because his partner received two packages, Mr T says he expected the device to arrive separately. But, Mr T says he didn't receive a second package, so he raised his concerns with EE.

In their final response to Mr T's complaint, EE said they had proof from their courier that the package containing the device was delivered to Mr T's address. They told Mr T that the package showed no signs of tampering and that it was the correct weight, before it was handed to their courier.

Mr T didn't accept EE's response and brought his complaint to our service. He told us he wasn't at home at the time of the delivery, so the package was received by his partner. He says although the packaging looked slightly torn, he didn't think anything of it. Mr T also said his expectation was the device would follow separately, which explains the time it took to raise his concerns.

One of our investigators looked into Mr T's complaint and found that EE had treated Mr T fairly. He looked at the courier's photographs of the delivery of the package and found it to be unopened, when given to Mr T's partner.

The investigator also accepted where EE had shown that the package was weighed, before it had left EE's warehouse. So, the investigator concluded that it was fair for EE to say that the device had been delivered to Mr T, and it was reasonable for EE to hold him responsible for the repayment of the fixed sum loan agreement.

Mr T didn't agree with the investigator's conclusions and said that as a long time customer, his testimony was truthful. Mr T also commented on the increase of delivery and where he may have been a victim of that.

The investigator didn't change his conclusions and Mr T's complaint has now been passed to me to make 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.

This case is about a fixed sum loan agreement with EE, used to pay for a mobile telephone handset in Mr T's name. This is a regulated financial product. As such, we are able to consider complaints about it.

In cases like Mrs T's, where the evidence is incomplete or inconclusive, I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

During his complaint, Mr T told EE he was expecting two packages, rather than just the one delivery. He says this because of how EE sent through his partner's handset and accessories. EE have acknowledged that Mr T's partner's order was delivered in two parcels, but say that wasn't the case with Mr T's own handset and accessories.

To support what they say, EE have sent their records of Mr T's order. Having looked at those records, I can see where the accessories and the handset formed one delivery only. So, I'm satisfied that EE planned to send the handset and accessories together, rather than in two deliveries. And more importantly, I think EE have investigated the correct delivery in their review of Mr T's concerns.

I'm aware that EE say Mr T should have raised his concerns about a missing item sooner. However, I think what Mr T says about how his partners device and accessories arrived, coupled with his reasons for waiting are convincing. So, I don't think the time Mr T took to raise his concerns is relevant to the outcome of this case.

Moreover, EE have shown us where it is part of their delivery process to weigh a package, before they hand it to their courier. They say this is done to show where a package weighs correctly, according to its contents. I've looked at EE's records of the order Mr T placed and I cannot see where the weight of the package handed to the courier was questioned by EE. In other words, there doesn't appear to have been a discrepancy about the weight of what was sent to Mr T.

I understand EE have not shown us specific images of the device being placed into the package at their warehouse. But, on balance I'm persuaded that the package weighed as EE had expected, before it was passed to their courier for delivery.

EE have also provided an image taken by their courier of the delivery. The courier's notes show that the correct security code was given by the person who took the delivery in, This is consistent with what Mr T has told us. So, I'm persuaded the parcel was delivered to Mr T's address and given to Mr T's partner.

I've carefully considered the image of the delivery, which shows the parcel placed on the floor in an open doorway. Although the courier's photograph doesn't show the underside of the item, I cannot see any rips or tears in the plastic packaging, or where the label may have been disturbed.

Mr T has told us that when he returned home and took charge of the parcel, he saw some minor tearing of the packaging material. Mr T didn't take any images, or tell us where the damage was. That is not to say he was expected to, given he thought his device would come in a separate delivery.

However, based on all the evidence, I'm not persuaded the package from EE showed signs that it had been opened by an unknown third party, before it was delivered to Mr T's home address.

I've also thought about the steps Mr T has taken since he says he discovered the handset was missing from the package. I can see where Mr T reported his concerns to EE, but it doesn't seem that he has reported things to the police, or another organisation set up to help victims of theft or fraud. I accept that Mr T may not have thought this necessary, or he hasn't yet been advised to do so. But, I think it is relevant in the very specific circumstances of his complaint.

While reaching my conclusions I do of course empathise with what Mr T has explained. I acknowledge where he says he is a long standing customer of EE, and how the outcome of his complaint has made him feel. But, on balance, I've placed more significance on the image provided of the delivery and EE's records from when the package was handed to the courier.

Overall, I don't think EE are acting unfairly by deciding that the most likely thing to have happened, is that the device was in the package. Therefore, I don't find I have the grounds to direct EE to stop pursuing Mr T for the outstanding repayments owed under the loan.

I realise that my conclusions mean that Mr T may still need to make payments to EE for the remaining balance of the fixed sum loan. In this instance, I remind EE of their responsibility to treat Mr T's current financial circumstances with due consideration and forbearance. This may mean working with Mr T to make sure he is able to make affordable repayments to any outstanding balance, if he's unable to maintain the regular scheduled payments.

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 T to accept or reject my decision before 13 October 2025.

Sam Wedderburn
Ombudsman