

The complaint

Mr W complains about the outcome of an application for a finance agreement with EE Limited.

What happened

In November 2024, Mr W contacted EE to buy a brand new mobile telephone handset. Mr W says that he already had other services with EE, so was an existing customer. To pay for the handset, Mr W applied for a finance agreement with EE.

However, EE declined Mr W's application for borrowing. This meant Mr W couldn't get the handset using the finance he wanted. Instead, EE offered Mr W a pay monthly plan for airtime services only. Mr W wasn't satisfied with EE's lending decision and asked them to review it. He also raised a complaint and sent EE details of his credit report, which he said was excellent.

In their response to Mr W's concerns, EE explained that their lending decision was based on their credit scoring policies. But, EE told Mr W that in order for those policies to remain effective, they couldn't provide further details to him. Mr W didn't accept EE's response and brought his complaint to this service.

One of our investigators looked into Mr W's complaint and found that EE had treated Mr W fairly. She said that EE hadn't made any errors in the way they processed Mr W's lending application and that they are able to choose who to lend money to. The investigator also provided Mr W with a copy of EE's notes, with personal information about their employees removed.

Mr W didn't agree with the investigator's findings and said EE should have explained why they declined to lend to him, despite his financial standing. Mr W also said that the redacted parts of EE's notes, may reveal a mistake in how they reached the outcome of his application.

The investigator didn't change her conclusions and Mr W'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 Mr W's declined application for a finance agreement with EE. The finance was to be used to pay for a mobile telephone handset. Here, Mr W applied for a regulated financial product, which we are able to consider. Although Mr W didn't end up taking out the finance, I'm satisfied that he is able to bring a complaint to us about it.

From looking at the evidence Mr W has provided, I can see where he has shown us that he was an existing customer of EE, before he started the application for finance. I can also see

that his credit score at the time was rated as “*excellent*” by an established credit reference agency. Additionally, Mr W has told us that his partner was successful in her own finance application with EE.

So, from the outset I acknowledge why Mr W may have thought the application for credit with EE would have been accepted.

I understand Mr W’s frustrations here given what he says about his financial standing. However, a credit score is a tool produced for consumers to gauge their general financial health. It isn’t used by lenders who will have their own scoring systems for assessing their lending decisions.

These scoring systems are based on the lender’s own criteria, which they set as a business to attract the customers they wish to do business with. So just because Mr W has a high credit score, this doesn’t guarantee that he will automatically satisfy EE’s lending criteria for a finance agreement. And even if we put Mr W’s credit score to one side and looked at his income and expenditure, this would only be part of EE’s assessment. I say this as the assessment will likely consider more than just affordability.

We cannot interfere with EE’s lending criteria, as this is something for them to decide. But, I can consider whether EE made any errors with the information they used, when they reviewed Mr W’s finance application.

EE have sent us their records of Mr W’s finance application. Having thought very carefully about EE’s records and Mr W’s comments about them, I’m persuaded they used Mr W’s correct personal information. I’m aware that some of EE’s records that Mr W has seen are redacted and he says there may be mistakes that we haven’t considered.

But, I’ve looked at a copy of the records from before any redaction. And I agree with our investigator, in that the information Mr W has referred to, is either EE’s employee information, or internal codes specific to their own lending criteria. So, I don’t think there’s any extra information where EE may have made a mistake, or where they may have created a record of any missed payments about the other services Mr W has with EE.

I’m also aware that Mr W says EE may have had an incorrect email address in their records and that this may have impacted their lending decision. But, after considering EE’s records, I think they simply checked his contact details, at the time of his application for the finance agreement. I’m not persuaded the evidence shows EE had an incorrect email address.

While I acknowledge that it won’t be of much comfort to Mr W now, I have thought about EE’s obligations after they declined his application for credit. I say this because after declining a customer’s lending application, lenders are required to support the customer reach their financial objectives. This support could be in the form of showing the customer where to get independent advice.

EE have explained that they would have told Mr W where he could find appropriate advice, at the time of his application. However, I’ve not seen in their records where this was documented. Nonetheless, I’m aware that Mr W contacted a credit reference agency following EE’s lending decision, which stems from what EE are expected to do.

I accept this may have been down to Mr W’s employment background, or off the back of his application with another lender. But, based on all the evidence, I’m persuaded that EE are likely to have signposted Mr W to a credit reference agency, or another source of independent advice.

It then follows that I agree with our investigator, in that EE have fulfilled the duty they owed to Mr W, when they reached the outcome of his application for borrowing.

Having reviewed this matter I am satisfied that EE have treated Mr W fairly in the circumstances of this complaint. So, I don't think it would be fair to ask EE to take any action here.

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 W to accept or reject my decision before 16 October 2025.

Sam Wedderburn
Ombudsman