

The complaint

Mrs D complains about a fixed sum loan agreement with EE Limited, that was used to buy a brand new mobile telephone device.

What happened

In October 2024, Mrs D contacted EE to upgrade her existing mobile telephone handsets. After talking to an advisor, she took out two fixed sum loan agreements with EE, to pay for two brand new devices. Each device was scheduled to be delivered the following day, in separate packages, by EE's courier.

Mrs D realised that she wouldn't be at home on the planned delivery day, so she arranged with EE to deliver the package the day after. Once the packages arrived at Mrs D's home address, she was to give two different security codes to the courier for each package. However, Mrs D says the courier told her they only needed one of the codes.

A short time later, Mrs D opened the packages. But, she says one device was missing. So, Mrs D contacted EE to raise her concerns. She thought EE hadn't put that device in the package at their warehouse.

After reviewing what had happened, EE told Mrs D that both packages were delivered successfully to her home address and didn't show any signs of tampering. They also said the packages were weighed at their warehouse and sealed. Mrs D didn't accept EE's response and brought her complaint to our service. Mrs D also reported what had happened to the police and started an insurance claim.

One of our investigators looked into Mrs D's case and found that EE had treated Mrs D fairly. She agreed with EE, in that neither package looked like it had been tampered with on delivery. She also said EE's records showed Mrs D gave the courier two security codes, rather than just one.

Mrs D didn't agree. She said it was difficult to show how many codes were given to the courier and that other customers of EE had reported similar things happen. Mrs D also said she had been truthful and helpful throughout her complaint.

The investigator didn't change her conclusions and now Mrs D's complaint has 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.

I want to acknowledge where I've summarised the events of the complaint. I don't intend any discourtesy by this and it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality.

But I want to reassure Mrs D and EE that I've reviewed everything on file. And if I don't

comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

The delivery of the packages

Mrs D bought the device she complains about using a regulated fixed sum loan agreement, and our service is able to deal with complaints relating to these sorts of agreements. From what I can see, EE was the supplier of the device as well as the creditor.

In cases like Mrs D'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 her complaint, Mrs D has told us she didn't think the package at the heart of this case, looked like it had been tampered with. Although later in the investigation, Mrs D says the package may have felt lighter than the other, when she first took it from the courier. Mrs D also says the courier only asked for one security code, instead of two and that she contacted EE within minutes of the delivery.

I've looked at EE's records and I can see where Mrs D reported her concerns to them within fifteen minutes of the delivery. Additionally, Mrs D has provided comprehensive photographs of the open packages, evidence of her contacting the police and where she began an insurance claim.

So, I can see where Mrs D tried to sort things out almost straight away after the delivery and where she has taken what happened very seriously.

On the other hand, EE says the packages were weighed after each device was placed inside and their evidence shows the recorded weight on the front of each package. EE have also shown in their records where two different security codes were used by the courier for each package. And where they appear to look the same, when given to Mrs D.

Furthermore, EE have told us where the courier's photographs don't show any tampering, or signs of opening, before they were delivered. They've explained the device Mrs D complains about hasn't been used on their network and has been placed on a stolen list. I can also see where the courier hasn't had a report of similar circumstances happening with their employee, or in the area of Mrs D's home.

I've also looked at EE's records about the delivery journey from their warehouse, to Mrs D's home address. Having done so, I cannot see that either package was opened, repacked or relabelled, after Mrs D changed the delivery date. So, I think this limited the opportunity for the device to be removed.

I'd like Mrs D to know that I do not doubt her integrity, or the impact she says these events have had on her and her family. As I've explained, I make my decision on what I think is the most persuasive evidence.

On balance, I think EE have shown that neither package had been tampered with and that the weight is consistent between the two. I don't think either package was opened before they were given to Mrs D and I think the courier matched two different security codes, in line with the expected delivery procedure.

In all the circumstances, I don't think the evidence suggests the device wasn't placed in the package by EE, or subsequently removed by the courier. I should add that Mrs D hasn't raised any suspicion about the courier, only that EE might have made a mistake in their

packing process.

Summary

Having considered everything, I think the courier's records and photographs support EE's side of the dispute. Against this background, I find EE's evidence more persuasive in deciding Mrs D's complaint about the delivery of the device.

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 Mrs D for the outstanding repayments owed under the loan.

I realise that my conclusions mean that Mrs D 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 Mrs D's current financial circumstances with due consideration and forbearance. This may mean working with Mrs D to make sure she is able to make affordable repayments to any outstanding balance, if she's unable to maintain the regular scheduled payments.

My final decision

My final decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 July 2025.

Sam Wedderburn
Ombudsman