

## **The complaint**

Mr A complains about the balance of a fixed sum loan agreement he has with EE Limited.

## **What happened**

In November 2024, Mr A took out a fixed sum loan agreement with EE, to pay for a brand new mobile telephone device. The cash price of the handset was around £1,300 and Mr A was scheduled to make monthly payments of about £54 over a two year period.

The following day, EE's courier attempted to deliver a package containing the handset to Mr A's home address. EE say that at first, nobody answered Mr A's door. So, the courier sent a text message to Mr A, to say they couldn't deliver the handset. However, EE also say the door was answered shortly after the text message was sent, and the package was handed over to the occupant of the house.

After the package was delivered, Mr A contacted EE to complain. He said a family member, who'll call 'X', had answered the door of his home, but the courier didn't hand a package over. He said the courier behaved strangely, and the handset hadn't been delivered. Later that day, Mr A called EE again, but this time he said the package was handed over to his family member. He says that when he returned home, he found the box that would normally contain the handset empty, and the security seal broken.

In their final response, EE said the package had the correct weight before it left their warehouse and the courier's photographs don't show any sign of tampering. So, EE said the handset was delivered to Mr A and that he should be responsible for the payment of the loan. Mr A didn't accept EE's response and brought his complaint to this service.

One of our investigators looked into Mr A's complaint and found that EE had treated Mr A fairly. He agreed that the package didn't appear to have been tampered with and that it was likely the handset was inside the device box. So, the investigator concluded that it was fair for EE to ask Mr A to make the loan repayments.

Mr A didn't agree with the investigator's findings and said the missed delivery notice and the courier's behaviour was suspicious. Mr A also said EE hadn't proven the weight of the package when it left their warehouse.

The investigator didn't change his conclusions and Mr A'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 which Mr A took out with EE. This is a regulated financial product, so we are able to consider complaints about it. Where the evidence is incomplete or inconclusive, as it is in Mr A's complaint, 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.

On the one hand, Mr A says the package wasn't received by X and then also it was. He says when he returned home to open the package, he found that the security seal on the box was broken and the device was missing. Mr A has also explained to both EE and to us that there was a pair of used hand gloves in the package.

Throughout our investigation, Mr A has told us that English isn't X's first language and that the courier delayed handing the package over, after sending the missed delivery notification. Mr A says that the courier's actions were suspicious, which may explain the missing handset from the device box.

On the other hand, EE say their courier's records show the package was delivered within a minute of the missed delivery notification being sent. And that the photograph of the package being handed to X, was taken at the same time. They have found that Mr A's description of what happened to be inconsistent and that the courier's image doesn't show that the package had been opened or tampered with. They also say the device was activated on the delivery day and the weight was correct when it left their warehouse.

EE have provided call recordings from when Mr A first raised his concerns with them. I've listened to those calls and in the first of them, I can hear where Mr A told EE that the courier didn't hand the package to X. In the second call, Mr A told EE that the package was given to X. So, I agree with what EE have found here, in that Mr A hasn't been consistent with what he says about receiving the delivery.

Similarly, EE have provided a copy of the courier's records, which show the driver's details, date, time and images from the delivery. I've looked at those records and I agree that the first attempt to deliver the package was unsuccessful. But, the records show that X answered Mr A's front door shortly afterwards and presented the driver with an authorisation code. I can see where this code was verified by the driver, within a minute of the missed delivery notification.

Mr A says EE's records are incorrect. He says there was a significant period of time between the missed delivery notification and the handing over of the package. I know that Mr A has attempted to get camera footage to support what he says here. But, while I've considered what he says, I've not seen any evidence to persuade me that EE's records are inaccurate. So, I think the timeframe EE's courier has given to us is reliable, to show when the package was handed to X.

Furthermore, I've considered Mr A's images of the packaging and those from the courier giving the package to X. Mr A's images were taken after the package was opened. Clearly, those images will show damage to the plastic outer bag and the device box. I know there's not much Mr A could have done differently here and while I find that evidence helpful, I think the courier's images are more persuasive.

I say this as the courier's photographs show an intact package in X's hand in the doorway of Mr A's home. The package doesn't appear to have been damaged or tampered with. Furthermore, Mr A didn't mention to EE that it looked suspicious when he came to open it. So, I don't think it was unreasonable for EE to find that the handset wasn't intercepted between their warehouse and Mr A's home.

Aside from what Mr A has explained and the courier's records, I've also thought about EE's argument about the weight of the package at their warehouse and the activation of the handset. I'm aware that the weight recorded at EE's warehouse isn't an exact weight of the

package. Indeed, the weight seems to be more of a note to the courier, to say what that particular package can weigh up to. However, I take EE's comments on board, where they say their packages are weighed at their warehouse, and any discrepancies would be spotted by their staff.

Overall, in the very specific circumstances of Mr A's case, I don't think the recorded weight on the label of the package and the activation of the handset, add much significance to my conclusions.

In all the circumstances, I don't think Mr A has been consistent with what he has told EE about the delivery. I also need to keep that in mind when weighing up the other evidence available. I've found that the courier's images don't show that the package had been opened, or interfered with before the delivery and that the courier's records are reliable. Against this background, I'm not persuaded the handset was missing from the package handed to X.

On balance, I don't think EE are acting unfairly by deciding that the most likely thing to have happened, is that the device was contained in the package delivered to Mr A's home address. Therefore, I don't find I have the grounds to direct EE to stop pursuing Mr A for the outstanding debt owed under the loan.

From what I've seen, Mr A may have struggled to maintain the payments towards the fixed sum loan agreement. I acknowledge where Mr A has told us that he is experiencing difficult financial circumstances.

Following my findings it's likely EE may contact Mr A to make arrangements for the repayment of the balance of the loan. In doing so, I remind EE of their responsibility to treat Mr A's financial circumstances with due consideration and forbearance. This may mean, amongst other things, EE carefully considering Mr A's income and expenditure to put together an affordable repayment plan, if he needs one.

### **My final decision**

My final decision is that I don't 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 2 January 2026.

Sam Wedderburn  
**Ombudsman**