

The complaint

Mr T complains about a promotional offer not received and the poor customer service experienced when he took out a new phone contract with EE Limited (EE).

What happened

In February 2025, Mr T took out a credit agreement with EE to pay for a new mobile telephone device. At the same time, he took out an airtime agreement. Later in the same month, he contacted EE to complain that he had not received the information required for him to claim a pair of free earbuds which he had been expecting to receive as part of a promotional offer.

Mr T was asked to contact the earphone provider directly, but he could not get through on the number provided so he called EE back to discuss the matter. He was informed he could claim the promotional item on two separate phone calls before being told that as he took out the device after the promotion period had ended, he was not eligible for the free earbuds.

Mr T raised a complaint, and EE acknowledged the service provided could have been better. It offered £75 compensation for the distress and inconvenience caused to Mr T. It did however maintain that as the device had been taken after the promotion cut-off date, he would not receive the free earbuds.

Mr T then brought his complaint to our service. He said he had contacted EE to upgrade his contract prior to the promotion cut-off date and had raised complaints which had not been responded to. He said the incompetence displayed by EE caused him to not put through his order until after the promotion cut-off date. He asked for the earbuds to be provided and for additional compensation as a resolution to his complaint.

Our investigator considered the complaint and said she can see the device was taken after the promotion cut-off date. She did not find, based on the information available, that obtaining free earbuds was a key decision behind Mr T upgrading his device. Our investigator acknowledged the service failings Mr T had experienced and found the £75 compensation already offered to be fair, so she made no further recommendations to put things right.

Mr T asked for an ombudsman to consider his complaint. He said he should not have had to mention the free earbuds and refuted the finding that this meant it was not a key decision behind the purchase. He said he contacted EE before the cut-off date and had he been given better service, he would have received a call back and taken out the device before the promotion cut-off date. So, the complaint has now been passed to me to decide.

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 would like to start by saying that I have provided a brief summary of the events that

occurred. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

Mr T purchased the device using a regulated fixed sum loan agreement, and our service is able to deal with complaints relating to these sorts of agreements.

It is clear from the information provided that the promotional offer was available between 22 January 2025 and 6 February 2025. If between these dates, a new or existing customer of EE purchased a specific selection of handsets, they would receive a free pair of earbuds. As Mr T's contract and new handset were taken on 8 February 2025, the promotional offer was missed, and Mr T did not qualify for the earbuds.

I understand Mr T's viewpoint is that he faced customer service issues with EE. He feels that had his complaints been handled appropriately, he would have taken out the new handset and contract before 6 February 2025, thus qualifying for the earbuds.

I have listened to the calls Mr T made to EE on 3, 6 and 8 February 2025. Having done so, I note he was concerned about the pricing of the contract, about the ability to utilise the phone abroad and about receiving a gaming pass as part of the deal on offer. Having listened carefully to the conversations, I do not find that receiving the free earbuds was a key decision behind Mr T taking out the deal with EE.

I appreciate Mr T has said he did not need to specifically mention the earbuds when he expected them to be a part of the deal he was taking. Although I don't necessarily disagree with this viewpoint, I note Mr T discussed the elements of the deal he was taking at length and did not mention the earbuds at any point. This indicates to me that this was not a priority or a deciding factor as to whether Mr T would contract with EE for a new device.

In fact, I note that a large part of the complaints raised prior to the deal cut-off date were about Mr T having missed out on the reduced price of the contract. It was through a gesture of goodwill on the part of EE that he managed to obtain the deal at all on 8 February 2025. By the time Mr T contracted with EE he was therefore aware that some deals on offer have the potential to be short-lived, and he might miss out on promotional offers if they were no longer available.

Unfortunately, by the time Mr T took out the new device, the deal relating to the free earbuds had ended. Despite the service issues that Mr T says he faced, I do not agree that he should have qualified for the earbuds. I therefore do not find that EE has treated him unfairly in deciding not to provide Mr T with the earbuds.

I do note that there have been some service issues experienced. Mr T was informed incorrectly on two occasions that he does qualify for the earbuds when he called to query why he had not received them after he had taken out the new device. For the errors in service, EE has credited Mr T's account with £75 as part of its apology. Having taken all of the information provided into account, I find this to be a fair resolution to the complaint. I am therefore not recommending that EE do anything further to put things right for Mr T.

My final decision

My final decision is that I do not uphold Mr T's complaint against EE Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 February 2026.

Vanisha Patel
Ombudsman