

The complaint

Mr I complains about the repayment of a fixed sum loan agreement he has with EE Limited (EE) for a mobile telephone device which he says he did not receive.

What happened

On 24 January 2025, Mr I purchased a mobile telephone device from EE. Finance was arranged for the purchase totalling £583.79 via a fixed sum loan agreement. The agreement was to run for 36 months with monthly repayments of £16.21. No interest was charged on the cash price.

On 25 January 2025, Mr I received delivery of the parcel from EE from a well-known courier service. Mr I called EE 15 minutes after delivery of the parcel to say he had received a free screen protector and phone case, but the mobile telephone device was not in the parcel.

Mr I provided evidence to EE to support his position that the device had not been delivered as expected. He provided photographs of the parcel with a tear in the packaging and the contents of the parcel which he says only contained a screen protector and phone case. He also provided video footage of the delivery of the parcel and screen shots showing the person who delivered the parcel did not match the profile of the person the courier service had shown as delivering the parcel.

EE has said it completed two investigations into the matter and did not find evidence of tampering of the parcel. It also said the parcel was weighed prior to dispatch and this showed no missing items from the parcel. In February 2025, following a complaint raised by Mr I, EE issued its final response letter which re-iterated that EE did not find any signs of tampering at the point of delivery.

Mr I brought his complaint to our service. He said he has provided sufficient evidence to EE to show the parcel was tampered with and EE had not conducted a thorough enough investigation into the matter. Mr I said it was unfair that he should be held liable for making repayments towards the loan agreement when he had not received the device.

Our investigator reviewed the complaint and found that EE had not treated Mr I fairly in the circumstances. She said the evidence supplied by Mr I shows a tear in the package prior to delivery, the evidence shows the parcel is too flat to have contained a box with the device in it and the courier driver information does not match. Our investigator said this information supports Mr I's version of events. She said to put things right, EE should end Mr I's loan agreement, refund any payments made towards the agreement with 8% interest from the date of payment to the date of settlement and remove any adverse information from Mr I's credit file (if applicable).

Mr I agreed to this resolution, however EE did not. It asked for an Ombudsman to issue a decision on the complaint. EE asked for evidence of the differing driver images and a definitive that the package was tampered with. EE also said the package would have appeared flatter on the image as it contained another item which is longer than a device. 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.

In this complaint, I am required to consider whether it is fair for EE to ask Mr I to pay for the device under the terms of the fixed sum loan agreement, when there is a dispute about the delivery of the item. I have reviewed the evidence provided carefully to determine whether the device was delivered to Mr I's address successfully or not.

EE has said that when the parcel left its warehouse, it was weighed, and the weight of the package indicated the device was in the parcel. Neither party has disputed this matter and so I find we can safely say that it is likely the device left EE's warehouse within the parcel.

Having established that, I now turn to the evidence provided to determine whether it is likely the device reached Mr I or not. I can see from the video footage and associated screenshots from the footage that there is a tear in the parcel packaging whilst it is still in the hands of the courier. I can also see that from a side view, the parcel does appear to be more flat than I would expect for a parcel containing a box with a mobile telephone device in it. The video/screen shots of the person delivering the parcel do not match the profile of the person the courier said would be delivering the parcel. And quickly after receiving the parcel, Mr I re-opened the door and attempted to flag down the delivery driver showing there was likely an issue with the parcel which Mr I quickly realised upon accepting the delivery.

Mr I's testimony has been consistent, he has provided evidence to support his stance, and he raised his concerns to EE promptly upon delivery. I find what he says to be credible. There is no evidence provided by EE that contradicts or undermines any of the information provided by Mr I. In fact, on receipt of our investigator's view, EE asked us to provide evidence to support our findings which EE has confirmed previously it was in receipt of. The lack of consistency in EE's responses undermines its credibility. So, on balance, I find it likely the device was not within the parcel that was delivered. I therefore don't find it to be fair for EE to hold Mr I responsible for the repayments under the fixed sum loan agreement.

Mr I has maintained payments towards the agreement to avoid any adverse information being recorded on his credit file. It appears to me that Mr I has worked to mitigate the impact of this matter and as the evidence suggests it is not fair for EE to hold Mr I responsible for the repayments due under the fixed sum loan agreement, this now needs to be rectified.

I think it's fair that EE allows Mr I to exit the fixed sum loan agreement at no further cost to him. I also think it's fair for EE to refund all the repayments Mr I has made towards the agreement.

Mr I hasn't had use of the funds he has paid to EE since the start of the agreement. So, I think it's fair for EE to add interest at 8% a year simple, to each repayment, from the date each payment was made, to the date of settlement of this complaint.

Lastly, I've not been made aware that any adverse information has been recorded on Mr I's credit file. But in the event this has happened at any point, I think it's fair for EE to remove any adverse information it may have passed on to credit reference agencies about the fixed sum loan agreement.

My final decision

My final decision is that I uphold Mr I's complaint and direct EE Limited to:

1. Cancel Mr I's fixed sum loan agreement at no additional cost to him;
2. Refund all repayments Mr I has made under the fixed sum loan agreement;
3. Add interest at a rate of 8% a year simple* to the refund of repayments made from the date the payment was made to the date the complaint is settled; and
4. Remove any adverse information recorded about the fixed sum loan agreement.

*If EE Limited considers that it is required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr I how much it has taken off. It should also give Mr I a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 23 December 2025.

Vanisha Patel
Ombudsman