

## **The complaint**

Miss H has complained about the way EE Limited handled things off the back of her buying two devices using fixed sum loan agreements with it.

## **What happened**

The circumstances of the complaint are well known to the parties so I won't go over everything again in detail. But, to summarise, Miss H entered into two fixed sum loan agreements with EE in December 2024 to buy two new devices. Miss H contacted EE after delivery to say only one device had been received. Miss H said the courier took one of the parcels back. EE rejected the claim because the delivery image from the courier showed two parcels at point of delivery. It said a security PIN was given to the driver as well.

EE didn't uphold the complaint and Miss H contacted the police. She also referred her complaint to the Financial Ombudsman.

Since the complaint was referred to the Financial Ombudsman EE agreed to send a replacement device and it offered Miss H £250 compensation.

One of our investigators thought the outcome was fair. Miss H didn't agree. She said the matter only got resolved because she escalated her concerns. She said EE failed to act on information it received from the courier and it took too long to resolve. She said she had to go to the police and that she'd spent effort sorting things out which was stressful. Miss H requested £600 compensation; a written apology from EE; and confirmation of what steps it would take to prevent similar issues from happening to other customers.

As things weren't resolved, the complaint has 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 want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to resolve complaints quickly and with minimum formality. I want to assure Miss H 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.

Miss H bought the devices using fixed sum loan agreements, and our service is able to deal with complaints relating to these sorts of agreements.

I think it's important to highlight that the scope of what I'm able to practicably investigate with these sorts of disputes is limited to an extent. Unlike a court, our service (and EE) is unable to call witnesses for cross-examination or to take sworn evidence for example. So it can be difficult to find out exactly what happened. That being said, EE has now agreed to replace

the device. I therefore don't find I need to carry out a detailed analysis of whether it needed to take that sort of action because that offer has already been carried out.

The other thing to bear in mind is that I'm primarily required to consider what happened up to when EE sent its final response letter because the events preceding that relate to what it's had the chance to consider. I think EE sent a final response within a reasonable amount of time. And, while I know Miss H doesn't agree, I can understand why it reached its initial conclusions given the evidence it received from the courier.

Things moved on. I think it makes sense to consider what happened next under this complaint. Miss H spoke to the courier and EE again. And EE made the offer to replace the device and pay £250 compensation. I think the only thing left in dispute is therefore whether EE needs to take further action.

Like our investigator pointed out, I need to resolve Miss H's dispute by considering how EE acted towards her based on the evidence presented. I need to consider the individual circumstances of her complaint. I'm therefore not going to be directing it to confirm what steps it will take or has taken to prevent similar issues for other customers. Moreover, I'm conscious EE did apologise in its final response letter for the frustration caused to Miss H. I'm not going to direct it to apologise again. The only other matter is the compensation amount.

I'm mindful EE has lost out here too, by having to send another phone. I've explained I can understand why it reached its initial conclusions. Miss H understandably wasn't happy and took steps to escalate her concerns. While I know she thinks the situation should've been resolved sooner, I think EE responded accordingly off the back of further contact from Miss H when it made its offer in March 2025. I've not seen it ignored or caused significant delays after receiving communication from Miss H or the courier. Overall, I think its overall offer made is fair, and I don't have the grounds to direct it to pay further compensation. I think the compensation is reflective of this sort of trouble and upset caused, and the time taken to resolve things.

### **My final decision**

EE Limited offered to replace the missing device and pay Miss H £250. I think this is fair in the circumstances. So my decision is that it should carry out what it agreed, to the extent not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 12 November 2025.

Simon Wingfield

**Ombudsman**