

The complaint

Mr F complains about the balance of a fixed sum loan agreement with EE Limited.

What happened

In January 2025, Mr F contacted EE in response to an advertisement he'd seen about saving money by switching his mobile services. After talking to an advisor, Mr F took out a fixed sum loan agreement with EE, to pay for a brand new mobile telephone handset, with a cash price of around £1,200.

The device was scheduled to be delivered a few days later by EE's courier. But, Mr F says the courier didn't attempt to knock at his door. He says the same thing happened the following day, but this time Mr F went outside his home and took the package from the courier directly.

Once Mr F had the package and had opened it, he says the handset was missing. Instead, Mr F says the package contained a screen protector. So, Mr F contacted EE to raise his concerns. He doubted that EE had put the handset in the package at their warehouse and was suspicious of the courier's behaviour.

After reviewing what had happened, EE told Mr F the package containing the handset was delivered successfully to his home address and didn't show any signs that it had been tampered with. They also said the package was weighed at their warehouse and sealed, before being handed over to their courier. Mr F didn't accept EE's response and brought his complaint to our service.

One of our investigators looked into Mr F's case and found that EE had treated Mr F fairly. She agreed with EE, in that the package didn't look like it had been tampered with on delivery and that matched with Mr F's own comments. She also said EE had shown where the package was weighed at their warehouse and that the handset had been used by telephone numbers registered to Mr F.

Mr F didn't agree. He said EE's records were not reliable and didn't show where he had use of the device. Mr F also said other customers of EE had reported similar things happen. And that he had been truthful and helpful throughout his complaint.

The investigator didn't change her conclusions and Mr F'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.

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 Mr F 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.

Mr F bought the device he 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 Mr F'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 our investigation, I can see where Mr F raised his concerns with EE within a few minutes of taking delivery of the package from the courier. Having listened to the call Mr F made to EE, I can hear where he was told the handset and screen protector were dispatched in the same package. And where he told EE that the package itself didn't look like it had been opened or damaged, before it was handed to him.

Mr F has explained to us that he has acted with integrity and honesty throughout his dealings with EE, and I can hear in his conversation with them that he felt hurt that he wasn't being taken seriously. I can also see where Mr F was unhappy with what he says was a lack of effort by the courier to deliver the package, and this has caused him to be wary of their actions. I cannot see that Mr F has taken his suspicions as far as contacting the police, but then I also note that hasn't been suggested by any of EE's representatives.

EE's side of the argument is that their records simply show the courier was unable to deliver the package on the first and almost second attempt. They say there isn't any doorbell footage to support what Mr F has said about the courier's actions.

But, the courier does have an image taken at the time of the delivery, which shows the package to be intact. Having thought carefully about that image and the photographs sent to us by Mr F, I agree that the package and in particular the label, didn't show any signs of damage or interference, when it was handed to Mr F. This is consistent with Mr F's own description of the package.

Furthermore, EE have provided their internal notes of the weight of the package, after it was sealed at their warehouse and passed to the courier. I've looked at those notes and I'm persuaded that it shows something of similar weight to the handset Mr F ordered, was inside the package when it left EE's control. I'm aware that the recorded weight is different to what appears on the label of the package. But, I'm also aware that the label shows an 'up to' weight, so that the courier can calculate the maximum weight their vehicles can carry.

EE have also sent us their records of the usage of the handset. Those records show where the handset they say was sent to Mr F was activated the day after the package was delivered, and unlocked shortly afterwards. Although the handset has since been barred from being used on EE's network, EE's records detail where it had been used by telephone numbers registered to Mr F.

Mr F says those records are unreliable and he has only used a handset given to him by a family member. While I do not doubt what Mr F has explained to us, I think the evidence EE have provided is more persuasive here. I say this as I can see that one of the telephone numbers used with the handset at the heart of this complaint, is used by Mr F.

I've explained that I need to weigh up the evidence to find what I think on balance is most likely to have happened. In doing so, I'd like Mr F to know that I empathise with the difficult

situation he has faced. It cannot have been easy to come to terms with circumstances where he has needed to defend his credibility. In my findings I do not intend to add to his frustrations, but I must decide this complaint on the very specific circumstances and evidence we have in his case against EE.

Having considered everything, I think the courier's records, Mr F's testimony and all the photographs support EE's side of the dispute. Against this background, I find EE's evidence more persuasive in deciding Mr F's complaint about the delivery of the handset.

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, on balance, I don't find I have the grounds to direct EE to stop pursuing Mr F for the outstanding repayments owed under the loan.

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

My final decision

My final decision is that I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 January 2026.

Sam Wedderburn
Ombudsman