

The complaint

Mrs M is unhappy with the way Sky UK Limited (“Sky”) has supported her with a problem with her phone. Mrs M has been represented at times by her son, but to keep things simple I’ll refer to Mrs M throughout.

What happened

Mrs M bought a mobile phone from Sky in 2022, financing it with a fixed sum loan agreement with Sky. She also bought a second matching handset from Sky in 2024, with a new fixed sum loan agreement, running alongside the earlier agreement. Mrs M took out airtime contracts at the same time as the finance agreements, to pay for data and minutes on the phones.

In October 2024, Mrs M says a relative accidentally locked one of the phones and couldn’t unlock it. She took the phone to the manufacturer who asked her to provide proof of purchase before it would unlock the phone.

Mrs M asked Sky to send her the proof she needed to unlock the phone and initially told Sky the 2024 handset had been locked. Sky sent her confirmation of the contract details for both handset agreements but Mrs M says the manufacturer didn’t accept this.

Mrs M, through her representative, called Sky several times over the following few months, asking for proof of purchase she could provide the manufacturer. During this time:

- Sky sent information about the contracts for both phones.
- Sky booked two repairs for the handset that Mrs M thought was locked, but as the handset had ‘find my phone’ active, neither was completed. Sky sent Mrs M instructions to turn this feature off remotely, but when it wasn’t deactivated, Sky returned the handset to Mrs M.
- Mrs M asked to trade in the 2022 handset but it was returned to her. Mrs M says she continued to be charged for the phone after sending it to Sky as it didn’t accept the trade in – she blames Sky for this, saying it should’ve helped her unlock the phone. Sky says it received a locked handset from Mrs M and so it was returned, as it wasn’t in a tradable condition.

In Spring 2025, during a further call with Sky, Mrs M indicated the locked phone was actually the handset bought in 2022. When Sky explained this to Mrs M she raised a complaint and asked Sky to refund all the payments made towards the 2022 handset. Mrs M also provided a response from the manufacturer listing examples of the proof it would accept as “a sales receipt, invoice or carrier contract.”

Sky didn’t uphold the complaint as it said it had provided Mrs M with information about her contracts for both phones, and the manufacturer had previously accepted this information as an email from Sky.

As Mrs M was unhappy with Sky's response she referred the complaint to the Financial Ombudsman. Mrs M argued the phone wasn't fit for purpose under the Consumer Rights Act 2015 (CRA) because it was locked and unusable. She added Sky had failed to provide services with reasonable care and skill as it hadn't provided the invoice in the correct format for the manufacturer. She also said she'd tried to return the handset to Sky multiple times, but Sky was refusing to take it back because of the lock and had continued to charge her for the agreement unfairly. Mrs M therefore asked for a refund of the payments made, for Sky to unlock the phone, and compensation.

Our Investigator didn't uphold the complaint, saying Sky had sent Mrs M sufficient proof of purchase more than once, for both the phone agreements. She said it wasn't clear why the manufacturer wouldn't accept this proof, but she didn't think Sky had done anything wrong.

The Investigator explained while the CRA would be relevant if the phone supplied to Mrs M wasn't of satisfactory quality, there wasn't sufficient evidence the phone was locked because of a quality issue. Instead it was likely it had been locked by Mrs M's relative inadvertently. She said the contract with Sky was to supply the phone, which it had. Finally, she said Sky acted reasonably when returning the phone to Mrs M as it couldn't inspect it or unlock it for her.

As Mrs M didn't accept these findings the case was assigned to me for 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.

Having done so, I agree with the outcome reached by the Investigator – and I'll explain why.

Mrs M has made several detailed points in her complaint. I've considered everything she's said and all the information on the file. But in my decision, I don't intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

Proof of purchase and the credit agreements

For both the 2022 and 2024 handsets, Mrs M took out fixed sum loan agreements to pay for the goods, which were then supplied by Sky.

Her main complaint relates to asking Sky for proof of purchase for the handsets, which isn't a regulated activity in itself. But Mrs M says she no longer wants to pay for the locked handset due to Sky not sending her the evidence she needs – payments for the credit agreement relate to a financial activity our service can consider a complaint about.

There was some initial confusion about which handset was locked, but Sky and Mrs M have now confirmed it was the 2022 handset. Despite the confusion, Sky sent Mrs M proof of purchase for both handsets when she first requested this information – in the form of emails confirming the purchase date of each handset and IMEI details.

Mrs M says the manufacturer won't accept the emails as proof of purchase. She shared an email from the manufacturer where it said: "examples include, but are not limited to, sales receipt, invoice or a carrier contract". I've looked at the emails Sky sent Mrs M and I think these make it clear Mrs M bought both phones from Sky and show the cost and date of purchase. And this information identifies each phone through the provision of the respective IMEI details.

It isn't clear if the reason the manufacturer didn't accept the emails is because Mrs M initially said it was the 2024 handset that had been locked. If this is the case, I think it would be unfair and unreasonable for me to hold Sky accountable. Sky sent Mrs M the information she'd requested about both handsets at the same time, so I think it supported her fairly with her problem.

I asked Mrs M to clarify if the manufacturer had now accepted the evidence relating to the 2022 handset. Mrs M says the phone is still locked but hasn't said why the manufacturer still won't accept the evidence from Sky. On balance, I don't think Sky has acted unreasonably though, as it's provided accurate information about the contracts in several different formats when Mrs M asked for it.

I know this is frustrating for Mrs M as the manufacturer still won't help her. If the manufacturer is able to explain to Mrs M why the information she has from Sky isn't acceptable, I hope Mrs M and Sky can work together to find a way to provide the details needed to resolve things. And if there's still a problem, this might be something she can raise separately.

Arguments relating to the CRA

Mrs M has raised a number of complaint points involving the CRA, which I set out above. The terms of the credit agreement for the 2022 phone say Mrs M may be entitled to make a claim against Sky as the creditor if the goods supplied to her didn't conform to the contract.

There are certain criteria that need to be met for a claim to be made, and I'm satisfied these have been met. As neither party disputes this, I haven't explored the reasons why a claim can be made in my decision.

Instead, I've focussed on whether there's sufficient evidence to support a claim that the goods didn't conform to the contract, or if Sky is unfairly asking Mrs M to make the payments towards the 2022 agreement when there's a dispute about the goods. But I don't think Sky is acting unfairly.

I say this because the CRA implies terms into the contract that the goods must be of satisfactory quality when Sky supplied them to Mrs M. Mrs M agrees she received the handset in 2022 and was able to use it without any issues until it became locked in October 2024. This strongly supports the phone supplied to Mrs M in 2022 was of satisfactory quality (and fit for purpose) at the time Sky supplied it. On balance, I consider the evidence supports the phone was locked accidentally by the person using the phone rather than it becoming locked due to an inherent fault with the device.

Sky booked repairs for the locked handset as part of the steps it took to support Mrs M. With hindsight, Sky says this wasn't the right thing to do as there wasn't any indication the problem was due to a defect or problem it was responsible for, and only the manufacturer would be able to unlock it. I've thought carefully about what happened here. While Sky has accepted it made a mistake, I think it was proactively trying to support Mrs M in unblocking the phone. So, while I accept it would have been frustrating for Mrs M, I don't think Sky needs to compensate her for the mistake it made here.

Mrs M also says Sky has failed to provide services to her with reasonable skill and care as it hasn't given her the proof of purchase needed. However, the contract between Mrs M and Sky was to supply the handset - which it did. And I've explained above why I think Sky has done enough to support her with the problem. I therefore don't think Sky has breached its contract with Mrs M on this basis.

Other considerations

Mrs M also tried to exchange the 2022 handset for a new one using a trade in scheme. The trade-in scheme itself isn't a regulated activity, but Mrs M agreed to return the handset as part of the negotiations for a new phone on a new regulated credit agreement. So, I think I can consider her complaint about what happened to the 2022 handset as part of these negotiations. In any event, I think the trade-in process leads to the adjusting of the associated credit agreement, which could be something I can fairly consider.

Mrs M says Sky cancelled the trade-in, and this only happened because Sky wasn't giving her the information she needed to unlock the phone. She's mentioned being charged for the trade-in and it's unclear what she means by this – but on balance and having reviewed the relevant terms and conditions from Sky, I think it's likely Sky continued to bill her for the 2022 credit agreement repayments when the trade-in wasn't completed.

I've considered what the trade-in scheme terms say about the condition phones need to be in, and I can see they need to be in a usable condition for the trade-in to be accepted. So I don't think it was unreasonable for Sky to cancel the trade-in and continue to ask Mrs M to pay for the credit agreement, rather than use the value of the handset to clear the agreement. For this reason, I don't agree Sky has treated Mrs M unfairly here.

Summary

As Sky supplied the 2022 handset to Mrs M in line with the contract, and there's insufficient evidence to support it's responsible for a breach of contract, I think it's fair for Sky to recover the payments for the handset in line with the terms of the credit agreement. I know this is disappointing for Mrs M as she says she can't currently use the phone, but I think Sky is treating her reasonably and fairly by asking her to pay for the 2022 phone.

I therefore don't think Sky needs to do anything to resolve things for Mrs M.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 12 February 2026.

Hannah Dunkley
Ombudsman