

The complaint

Mr P has complained that EE Limited (EE) mis sold a credit agreement taken out to buy a device.

What happened

In November 2024, Mr P entered into a Fixed Sum Loan Agreement with EE for the supply of a new mobile phone, also known as a device agreement. Mr P says that at the time he was offered a watch, as well as the phone, but he never received the watch.

EE's notes suggest that Mr P went into store and the new credit agreement was sold to him during a call which took place whilst he was in the store. EE has confirmed it no longer holds a copy of this call recording, advising it keeps them for one year.

Mr P raised concerns with EE about not being supplied the watch in April 2025. In its response EE said that at the time Mr P entered into the agreement, he was not eligible for a free watch, noting that the offer was only available with a different device and not the one Mr P chose. It confirmed £30 credit had been applied to his account as a gesture of goodwill. Unhappy with this response, Mr P referred his complaint to this service.

Our Investigator considered the complaint and said that having reviewed the point of sale documents, she couldn't see that Mr P was eligible for the watch with the device he purchased and so she was unable to ask EE to do anything more.

Mr P disagreed and reconfirmed the watch was offered to him and therefore felt the agreement was mis sold. As such, 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.

The agreement relating to the mobile phone in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it.

Mr P's concerns stem from the information he was provided with as part of the negotiations for his device agreement. EE had an obligation to provide Mr P with the right information about the agreement, at the right time. What I need to decide is whether I think Mr P was provided with any false information during the sale of the agreement, whether that be by EE or the credit broker, and if so whether he would have made the same decision to take out the agreement.

Whilst I can't be sure of what was discussed at the point of sale, as EE no longer has a copy of the call, and I wasn't present in store at the point of sale, I've reviewed all of the point of sale documents and thought carefully about Mr P's recollection of events.

Having reviewed the point of sale documentation, I haven't seen any reference to a watch, or gift, being included as part of the negotiations. In my opinion, the pre contract credit information, contract summary and signed credit agreement, clearly set out the goods subject to the agreement, all of which provide a description of the mobile phone only, which Mr P has confirmed receipt of. I also haven't seen any other evidence to suggest that Mr P was promised a free watch with the particular device he acquired. Had the watch formed part of the negotiations, I think it's more likely than not that there would be some further evidence of this. In the absence of this, I'm not persuaded that EE provided Mr P with any incorrect, false or misleading information regarding the goods subject to the agreement, or any associated gifts.

EE has also confirmed that the watch was an available gift at the time of sale, but this was subject to specific purchases, and the particular device Mr P acquired was not included. As such, and in the absence of any evidence to confirm Mr P was due to receive a watch, I think it's more likely than not that there was a misunderstanding, rather than any false or inaccurate information given about the particular agreement Mr P entered into.

I also note that Mr P raised his concerns close to five months after he entered into the agreement with EE. EE has provided contact notes and this shows that during this time Mr P was in contact with EE on multiple occasions to raise various concerns, including concerns relating to the sale of the airtime agreement linked to this device agreement. Mr P explained to EE that if he wasn't offered the watch during the sales process, he would not have taken out the device agreement for the mobile phone. Had Mr P been provided with inaccurate information about the goods that were subject to the agreement, I think it's more likely than not that this would have been raised with EE sooner, during the several conversations he had with it about the sale over the months prior. As this wasn't raised until close to five months after the agreement was taken out, and given Mr P said this was a crucial reason he took out the device agreement, I can understand why EE weren't persuaded that Mr P was provided with inaccurate information during the sale of the agreement.

I note that EE has credited £30 to Mr P's account and given that I'm not persuaded that it treated Mr P unfairly, or that it mis sold the agreement to him, I can't fairly ask it to do anything more.

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 Mr P to accept or reject my decision before 2 February 2026.

Daniella Roberts
Ombudsman