

The complaint

Mr P complains about the customer service he received from EE Limited in relation to mobile phones he acquired through fixed sum loan agreements.

Mr P is represented in this complaint, but for ease, I'll refer to Mr P throughout.

What happened

Mr P says he was with one mobile network provider and decided to enter into a new agreement with EE for two mobile phone fixed sum loan and airtime agreements, a broadband and television agreement. Mr P entered into the fixed sum loan agreements on 14 September 2024. Both agreements were to be repaid in 36-monthly instalments of around £32.

Shortly after, Mr P cancelled the broadband agreement as he felt he was misled by EE. At the same time, Mr P decided to cancel the fixed sum loan agreements, handing both devices over to EE at the end of September 2024. Mr P says while this issue has been resolved, he didn't think the £98.50 offered by EE for their delay in ending the fixed sum loan agreements fairly compensated him for what happened as this situation has caused him stress.

Mr P also complained about EE's customer service in relation to the fixed sum loan agreements. I've summarised these points below:

- The EE advisor told Mr P in store that the first upfront payment he made for £30 didn't go through, despite being given a receipt for this payment,
- EE didn't have the colour of the phone Mr P wanted in stock, so he had to go for an option that was in stock,
- There was a delay caused by EE in processing the returns of the mobile phones – one phone was returned by EE to the warehouse in two weeks and the other took longer. This then delayed the ending of both agreements by around a month from the point Mr P returned the phones to EE, which stopped Mr P entering into other fixed sum loan agreements for new mobile phones elsewhere as he didn't want four fixed sum loan agreements being reported on his credit file,
- EE didn't remove both fixed sum loan agreements from Mr P's credit file as they said they would and one remained. So, Mr P contacted EE about this on 9 November 2024 to outline this mistake.

EE acknowledged there was a delay in the processing of the cancellations of the fixed sum loan agreements and initially offered Mr P compensation for £98.50 – EE recently told us this was for the service Mr P received and the delays in issues being resolved. But it's not entirely clear to me if it's just for the service Mr P received for the fixed sum loan agreements or if it's also in recognition of the other customer service concerns Mr P had about the broadband agreement and transferring of his telephone number.

In EE's business file to our Service, they said allowing Mr P to return the mobile phones (despite there not being anything wrong with the fixed sum loan agreements), the ending of both agreements and removing any information about the agreements from Mr P's credit file, as well as the refunds EE gave him that he'd paid towards the agreements superseded any remedy or compensation they'd propose. So, they said they no longer offered Mr P any compensation for customer service issues he experienced.

Our Investigator considered Mr P's complaint. He said having looked at EE's actions in relation to the two fixed sum loan agreements for the mobile phones, EE allowed Mr P to cancel the agreements outside of the 14-day timeframe, refunded all payments Mr P made and removed all record of the agreements from Mr P's credit file. So, our Investigator thought this was fair and didn't ask EE to do anything more.

Mr P disagreed and said the mobile phone agreements were cancelled within the 14-day cooling off period and EE admitted as the correct procedure hadn't been followed, the 14-day period didn't apply. Mr P also said EE failed him on many occasions after he raised his concerns with them and that EE made many mistakes when ending and cancelling both fixed sum loan agreements. So he didn't think they had acted fairly or reasonably.

As Mr P has asked for a final decision on the matter, the complaint has been passed to me to decide.

I've already explained in a different decision why I can't consider Mr P's concerns surrounding the broadband agreement and I also can't consider Mr P's complaint about the issues he faced when trying to transfer his phone number from his previous provider to EE. But for context, I've included in the background of this decision what happened.

I issued a provisional decision on the matter, setting out the below:

I've considered whether EE acted fairly when they ended Mr P's fixed sum loan agreements for the mobile phones, as these are regulated credit agreements.

There's some disagreement about whether Mr P cancelled the agreements within the 14-day cooling off period. Mr P says he did so within this timeframe, but EE said the cancellation happened outside of it. From EE's internal notes, it appears Mr P returned the phones to them on 27 September 2024 – which is within 14-days of the agreements being entered into. But there seemed to be an issue on EE's side which delayed the return of the phones to their warehouse. I don't think that delay is something Mr P could reasonably be held responsible for and I think him returning the phones happened within 14 days of entering into the agreement.

That said, I think EE went further than they were required to by allowing Mr P to end the agreements and not holding him responsible for them. I say this because there's a term in the agreements which I think applies here. It says, "We don't offer a change-of-mind policy if you purchase your device and take it away at the same time at one of our EE retail stores." From what I've seen in EE's notes, that's what happened – Mr P entered into the agreements in EE's store and took the phones away at the same time. Having looked at the available evidence, it seems to me that Mr P wanted to cancel the agreements mainly because of the issues he experienced with EE from the outset in relation to the broadband agreement, rather than there being any fault with the fixed sum loan agreements themselves. So, I consider this to have been a change of mind.

I've then gone on to think about the customer service issues Mr P has described. I can understand Mr P's frustrations and why he has asked for compensation for these issues. It's clear from EE's notes that there was a processing issue on their side for the two returned

mobile phones, which then had a knock-on effect to the cancellation and ending of the agreements. This also included EE notifying Mr P further payment was due for both agreements after he'd returned the phones to them, which understandably caused confusion and raised some questions for Mr P. I recognise there were times when Mr P had to chase EE for a response to what was happening, and I also acknowledge that being told different things in store when taking out the agreements was frustrating to Mr P.

This frustration was worsened when Mr P noticed there was still one of the agreements appearing on his credit file. Once Mr P notified EE of this on 9 November 2024, EE's notes show they requested for the second agreement to be removed from Mr P's credit file on 11 November 2024 and there was confirmation on EE's notes this was done.

I recognise Mr P's frustrations with EE's customer service in relation to the fixed sum loan agreements. But on balance, I currently think EE has already taken fair and reasonable steps to put things right - when ending both agreements, refunding Mr P any payments he made and removing information about the agreements from Mr P's credit file. By allowing Mr P to end the agreements – despite the contractual term preventing this, and despite the fact that the agreements would have ordinarily run for 36 months – EE have come up with a resolution which I think is beneficial for Mr P. I say this because EE weren't required to release Mr P from the agreements or waive his liability. They could, quite reasonably, have insisted he kept the contracts for the next three years. But by allowing Mr P to come out of the agreements, given his obvious frustration and irritation with EE, means Mr P doesn't have to deal with EE for three years - and this feels fair to me. I think that outcome fairly recognises the customer service issues Mr P has told us about in relation to these agreements experienced and I don't currently consider EE need to do anything more.

Despite several chasers to EE for a response to my provisional decision before the deadline date, EE haven't responded or given me anything further for me to consider. The deadline for a response has now passed.

Mr P responded and said there was nothing more he could do.

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.

As neither party have given me any new comments or evidence to consider, I see no reason to depart from my provisional decision.

My decision remains that I don't think EE need to do anything more than what they've already done in the circumstances of this complaint. I think EE's decision to end both of the agreements, remove any information about these from Mr P's credit file as well as refunding him the payments he made fairly recognises any customer service issues Mr P experienced with EE in relation to the agreements.

My final decision

For reasons explained above, I don't 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 16 October 2025.

Leanne McEvoy

Ombudsman