

## **The complaint**

Mrs W complained about the quality of a mobile phone supplied to her under a fixed sum loan agreement with EE Limited.

## **What happened**

The events surrounding this complaint are well known to both parties, so I'll only summarise what happened briefly here.

Mrs W bought a mobile phone for around £810 through a fixed sum loan agreement with EE in March 2025. She paid a deposit of £50, and she needed to make monthly repayments of around £21 for 36 months towards the loan.

Mrs W said that initially the phone worked well, however after two weeks it stopped charging through the charging wire. She informed EE towards the end of April 2025 of the problem and was told to visit a store after attempts to trouble shoot the problem were unsuccessful.

Mrs W visited an EE store but was told that the phone would need to be sent for repair. Unfortunately, Mrs W was admitted to hospital. EE contacted her during this time, but she was unable to deal with the matter, and the issue was closed down by EE.

After discharge from the hospital, at the end of May 2025, Mrs W contacted EE to complain about the faults with the phone and said she wanted a replacement phone in line with the Consumer Rights Act 2015 (CRA). EE didn't agree to replace the phone, and it said there was a free repair service Mrs W could use through EE or she could approach the manufacturer directly. It said that if Mrs W chose to use in store repair she could use the loan handset option – which was subject to availability or the phone could be picked up by a courier. Mrs W said she informed EE that she required a specific make for the loan phone in her conversations with EE as she required an app to control her Bone Anchored Hearing Aid (BAHA) and this wasn't considered by EE.

Mrs W remained unhappy and referred her complaint to the Financial Ombudsman. An investigator considered the complaint. She didn't think it was unreasonable for EE to offer Mrs W a repair instead of a replacement. She explained that EE had a "mend and lend" service when repairs were agreed in store, but this was a courtesy service and may require a deposit depending on the phone available. The investigator didn't consider the options EE offered were unreasonable and said it was in line with the CRA. However, she thought EE could have handled things better considering Mrs W's health conditions and hospital stay and be more empathetic and she recommended EE pay Mrs W £50 compensation.

EE accepted the investigator's assessment. Mrs W didn't agree. She said she didn't think EE would be understanding or supportive in the service it would provide for the loan phone. She wanted it to arrange a loan phone that would be suitable for using her BAHA.

## **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.

When considering what is, in my opinion, fair and reasonable, I must take into account relevant law and regulations; regulator's rules including Consumer Duty, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Mrs W bought the phone using a regulated fixed sum loan agreement, and our service is able to consider complaints relating to this sort of agreement. EE is also the supplier of the goods under this type of agreement and is responsible for dealing with a complaint about the quality of those goods.

The CRA is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory." The CRA also sets out what remedies are available to consumers if statutory rights under a goods contract are not met. Given the phone was brand new it should've been in perfect condition, free from even minor defects as well as durable.

The CRA also sets out that goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day. Unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.

I appreciate that Mrs W feels strongly that the phone was faulty, and I'm sorry to hear about the health difficulties she and her husband experienced during this period.

Having reviewed the available evidence, I've not seen documentary evidence the phone itself is faulty. However, from the information provided, even if I were to accept the phone wasn't of satisfactory quality, and free from minor defects, as EE offered to inspect and repair the phone, I consider this to be a reasonable first step.

EE said that the phone would be required to be sent for assessment and potentially repaired, and I'm satisfied this is in line with its obligations under the CRA. I understand Mrs W wanted a replacement but under the CRA, but as she reported the issues she experienced after 30 days of delivery EE is entitled to attempt a repair if this is a proportionate remedy, particularly as a fault hasn't been confirmed in a report.

I understand Mrs W said she was unhappy because EE didn't guarantee to give her a similar phone while the phone was sent for repair, however I've noted this is a courtesy service provided by EE stores and it isn't required to offer this service under its obligations under the CRA. I understand Mrs W wanted a similar phone to use her BAHA however from my research I can see that the apps linked to this can be used on other types of phone systems. So even if Mrs W were to get a different type of phone through the 'mend and lend' service she may be able to use an app to control her BAHA using an app for that phone (providing this is a smart phone). As EE has offered to assess the phone and repair it if required, I don't think it's fair to ask it to replace Mrs W's phone.

Additionally, I acknowledge that Mrs W is unhappy with the customer service that she

received. From what I can see EE tried to help her by trouble shooting the phone and referring Mrs W to a store for further help. It followed up with Mrs W about the phone – although I appreciate Mrs W was in hospital and was unable to deal with the matter, but I don't think EE was aware of the circumstances at that time. It also followed up her complaint within a reasonable time and offered the option for repair by having the phone assessed. However, while I don't find that EE acted unfairly in declining to replace the phone without first carrying out a repair if necessary, I recognise that EE could have been more empathetic in its written response to her and I agree with the recommendations made by the investigator for it to pay £50 compensation.

I appreciate that my decision will likely come as a disappointment to Mrs W, however for the reasons I've explained I think EE has acted fairly with the offer it made in regards to the phone and I think its agreement to pay £50 compensation is a fair way to resolve the complaint.

### **My final decision**

I uphold this complaint and direct EE Limited to pay Mrs W £50 compensation. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 February 2026.

Amina Rashid  
**Ombudsman**