

## **The complaint**

Mr R complains that EE Limited has charged him for a mobile phone he didn't receive.

## **What happened**

On 13 May 2025 Mr R ordered a new mobile phone from EE and entered into a fixed sum loan agreement.

EE's nominated courier attempted to deliver the phone to Mr R's neighbour on 14 May 2025, but delivery was unsuccessful. Mr R changed the delivery address to his own and asked his mother to accept delivery the following day.

On 15 May 2025 the courier delivered the package to Mr R's mother. When Mr R got home, he opened the package, but the phone wasn't there. Mr R called EE the same day to report this. He said the package had been tampered with.

Mr R spoke to EE again on 19 May 2025. EE advised Mr R that the courier had provided proof that the phone had been delivered. Mr R asked to escalate his claim and repeated that the package had been tampered with. EE called Mr R back the same day and advised him that his complaint wasn't upheld.

Mr R reported the matter to the police and referred the complaint to this service.

On 20 May 2025 Mr R received an update from the police advising him that they had closed the case as there was no evidence to take it any further.

Our investigator upheld the complaint. They said that based on the photographic evidence they were satisfied that the package appeared to have been tampered with and on the balance of probability they were persuaded by Mr R's testimony that the phone wasn't in the package. The investigator said that EE should cancel the agreement and refund any payments Mr R had made.

EE didn't respond to the investigators opinion, so I've been asked to review the complaint.

## **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 circumstances of this complaint are well known to both parties so I won't repeat them here.

I've reviewed all the evidence provided by both parties. EE has said that the package was weighed when it left their warehouse which suggests that it contained the correct product at the point of despatch. EE has also said that the courier confirmed that the package was delivered and that it hadn't been tampered with. EE has provided proof of delivery.

Mr R has said that when he opened the package it contained a packet of envelopes instead

of a phone. He called EE straightaway and reported that he suspected the package had been tampered with. He also contacted the police to report the phone as stolen.

I've carefully studied the photos provided by both parties to decide whether it's more likely than not that the package had been tampered with. Based on what I've seen, I'm satisfied that Mr R's photos show that one side of the packaging has been opened and resealed, because there's a break in what should be a continuous strip of plastic tape. The photos provided by the courier also show the same break in the plastic tape.

I'm therefore satisfied that it's likely that the package had been tampered with before it reached Mr R.

Just because the package had been tampered with doesn't mean the phone didn't reach Mr R. I've thought about this. Mr R's testimony that the phone wasn't in the package has been clear and consistent throughout. His actions support this – he contacted EE and the police immediately. On balance, I'm persuaded that the phone wasn't in the package when the package was delivered to Mr R.

### **Putting things right**

To put things right EE must:

Cancel the agreement with nothing further to pay

Refund any payments made by Mr R together with 8% simple interest

Remove the agreement from Mr R's credit file

### **My final decision**

My final decision is that I uphold the complaint. EE Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 January 2026.

Emma Davy  
**Ombudsman**