

## The complaint

Mr G has complained about the way Sky UK Limited treated him in relation to a credit agreement that was taken out to purchase a device.

## What happened

The circumstances of the complaint are well known to the parties so I won't go over everything again in detail. But, to summarise, Mr G entered into a credit agreement with Sky in July 2022 to buy a device that cost around £1,300. The agreement was to be paid back with a £36 upfront payment, followed by 24 payments of £39, followed by 12 payments of £27. Mr G took out an airtime agreement at the same time that came with unlimited calls and texts free for life, along with a 100MB data plan with a £5 discount applied. The data plan was £5 at the time, so Mr G paid nothing towards his airtime.

In early 2024 Sky increased his airtime bill by £1 in relation to the data plan. Mr G contacted Sky about his bill. Sky's notes say it explained the bill but Mr G disagreed. It said he didn't want to start paying for the airtime because he was promised it'd be free. Mr G cancelled his repayments and so Sky started to write to him about the arrears and the debt. Post was returned from his address so it suppressed correspondence.

In 2025 Mr G contacted the Financial Ombudsman about his complaint. One of our investigators looked into things and didn't think Sky should have added the extra £1 to Mr G's overall bill and so recommended Sky refund that amount. Sky agreed but Mr G didn't. He reiterated his airtime should have been free for life.

I issued a provisional decision that said:

*I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr G and Sky that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.*

*Where the evidence is incomplete or inconclusive (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.*

*Mr G bought the device using a fixed sum loan agreement with Sky. And our service is able to consider complaints relating to these sorts of agreement. But, as has been pointed out, I'm not generally able to consider complaints that solely relate to the airtime contract Mr G has with Sky because airtime agreements don't relate to a financial service the Financial Ombudsman was set up to deal with complaints about.*

*The problem in this case is that the extra £1 charge that Mr G is unhappy with related to his airtime bill. I can see he took out an unlimited calls and text plan that was free for life in 2022. But it's not clear the data plan was free for life. Like our investigator pointed out, the*

*summary Sky sent Mr G in 2022 about the data plan sets out prices could increase. And I'm conscious the unhappiness Mr G raised in 2024 looks like it was primarily to do with the airtime and not the credit agreement.*

*I've not seen enough to determine Mr G was misled as part of the overall negotiations when he entered into the credit agreement in 2022. And it's unlikely either party is going to be able to provide compelling evidence to show otherwise given the time that's passed. But if I've misunderstood anything, or there's any further evidence that can be supplied, either party can let me know in response to this provisional decision.*

*I have to bear in mind that, for the credit agreement, Mr G agreed to the terms of it when he signed the agreement in 2022. He was required to make the repayments towards it that I've set out above. When he stopped making those payments I don't think it was unfair of Sky to start to contact him about the debt, and to then take steps such as considering defaulting or passing the debt to a debt recovery company. The agreement Mr G signed allows it to take those sorts of actions. And even if Mr G wanted to dispute his airtime balance, he was still required to maintain his payments towards the credit agreement. These are two separate contracts. I think Sky just happens to bill them together.*

*Overall, while I'm sorry to hear Mr G is unhappy, I don't think I have the grounds to direct Sky to take any action with regards to the airtime charges it applied. And there's insufficient evidence it's acted unfairly with regard to the credit agreement. Seeing as though Sky has agreed to remove the £1 charge, I'll leave it up to Sky to decide if it wants to honour that offer. But I'm not going to direct it to take any further action.*

Sky responded to say it accepted the provisional decision and that it was still happy to remove the £1 charge. Mr G responded to say he didn't accept the resolution. He thought it was unfair. He said the situation has impacted his credit file. He reiterated he wasn't told he'd need to pay anything for airtime and there'd be no point in having two SIMs so that's why he wanted to use the free SIM to use with the device contract. He said he didn't want to pay anything to Sky until the matter was resolved.

### **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.

I'd like to thank the parties for their responses. I understand Mr G is unhappy because he says he was told he'd never have to pay for the airtime, and that changed. But what I have to bear in mind is that I've not seen enough to conclude Sky misled Mr G that he'd never have to pay anything to airtime. The evidence I've seen that I've referred to above, says, for the data plan at least, prices could increase. I also need to bear in mind that the airtime is a separate contract to the credit agreement, albeit billed together. Even if Mr G wanted to dispute the airtime, I think he still had a requirement as per the terms of the credit agreement he entered into, to continue paying the device plan credit agreement.

Overall, while I can understand why he's unhappy, with regards to the credit agreement, which is what I need to focus on, I don't find there's grounds to say Sky has acted unfairly. If Mr G chose to stop paying the credit agreement, Sky is allowed to report that accurately. Going forward, I'd suggest Mr G speaks to Sky about what is owed to the credit agreement – which he hasn't disputed he needs to pay. If he thinks Sky treats him unfairly going forward, it might be something our service can consider for him if he's unhappy with how Sky responds. But I'm not going to make any directions under this complaint.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 November 2025.

Simon Wingfield  
**Ombudsman**