

### **The complaint**

Mrs B complains that EE Limited trading as EE ("EE") failed to deliver a new mobile phone and delayed removing the contract from her account.

### **What happened**

Mrs B has a fixed sum loan agreement with EE for the provision of a mobile phone. She was entitled to an upgrade on a revised tariff and EE arranged for this to be actioned. The new phone was sent using a third party courier. The phone was not delivered and was returned to EE.

Initially Mrs B enquired where the phone was and she was given £20 compensation due to the delay. A few days later when the phone had still not been delivered Mrs B contacted EE and asked that it cancel the sale so that she could order a replacement. EE said it needed to complete its investigations first. It explained that it did not doubt Mrs B had not received the phone and paid her £75 compensation for the inconvenience. Mrs B also complained that the incorrect details of the credit agreement were showing on her credit reference file.

EE says that it reviewed the credit file and noted the reference to the revised agreement had been correctly cancelled, but an older agreement had not been fully closed when it was settled. EE arranged for this to be updated and noted that the account file reflected Mrs B's perfect payment history.

Mrs B remained unhappy and brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. He thought EE had responded appropriately to the issues. Mrs B didn't agree and said she couldn't recall receiving £75. Our investigator asked EE to confirm it had been paid. EE said that it believed the payment had been made, but if Mrs B provided copies of her bank statements from the time the payment had been made and this showed it had not been received a duplicate payment would be made. Mrs B declined to provide the relevant bank statements. Mrs B also thought the £75 payment was a refund rather than compensation, but our investigator confirmed it was paid as compensation. She also considered it had taken too long for her credit file to be updated and she thought this should be instant.

As the matter has not been resolved it has been passed to me for a final decision.

### **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 the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any courtesy by this – it just reflects the informal nature of our service. I also want to assure

Mrs B that I've reviewed everything on file. 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.

I should also make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

Having reviewed all the evidence I do not consider I can uphold this complaint. I will explain why.

Mrs B asked for an upgrade and a revised agreement. EE agreed and dispatched the new phone. Regrettably the third party courier failed to deliver it and so EE carried out an investigation as to what happened. It followed its standard commercial process and this is not something with which I can interfere. This meant there was a delay in Mrs B receiving a new phone. She was compensated with £20 for the initial delay while EE was seeking to find out what happened. She has said she was told she would get £25, but as our investigator has pointed out the call recording clearly shows the call handler offered Mrs B £20.

When it was established the phone had not been delivered EE paid Mrs B a further £75. Although she says she doesn't recall receiving that sum she has chosen not to provide the evidence which would support her recollections. As such I can only presume it has been paid.

EE was faced with a missing phone and it quite rightly sought to establish what had happened before it provided Mrs B with the opportunity to obtain a replacement new one. I consider that to be perfectly reasonable and I do appreciate Mrs B will have suffered some inconvenience. EE recognised that and paid her compensation of £95 which I consider to be more than fair.

Mrs B has also expressed concern about the impact on her credit file. I am satisfied that EE investigated what it had reported and ensured this was amended without delay. It can take a little time for the credit reference agencies to update files and as Mrs B has pointed out it had no impact on her since she hadn't applied for credit during this period. I suspect it would not have had any impact given her account was showing as having a perfect payment history. In any event this service would not seek to award any redress for something that might have happened.

In conclusion I do not consider EE has done anything materially wrong in its handling of the matter and has provided more than adequate compensation.

### **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 Mrs B to accept or reject my decision before 2 February 2026.

Ivor Graham  
**Ombudsman**