

The complaint

Mrs A complains that she didn't receive a mobile phone device which she purchased through a fixed sum loan agreement with EE Limited (EE)

Mrs A has been represented on this complaint. But to keep things simple I'll only refer to Mrs A in my decision.

What happened

In April 2025, Mrs A entered a fixed sum loan agreement for the purchase of a mobile phone device. The cash price of the device was £1,631.16. Mrs A was due to make 36 monthly repayments of £45.31.

Mrs A says she paid £10 for a premium delivery of the mobile phone. However, on the day of delivery she was given a package which had an empty box, with no mobile phone in it. Mrs A says the packaging looked as though it was opened and resealed with glue.

Mrs A says her insurance advised as the delivery was accepted, they couldn't cover the loss. Mrs A says she's tried to file a crime report but was told the phone wasn't considered stolen.

On 29 April 2025, EE issued their final response to Mrs A's complaint which they didn't uphold. In summary, it advised the package was weighed prior to delivery and it matched that of a phone. It said the packaging showed no signs of tampering, and there was photographic evidence the package was handed over.

Unhappy with their response, Mrs A brought her complaint to our service where it was passed to one of our Investigators to look into. Mrs A told the Investigator she wasn't going to pay for a device she hadn't received.

In November 2025, our Investigator issued their view and recommended that Mrs A's complaint should not be upheld. In summary, the Investigator considered that the evidence provided was enough to conclude the phone was in the box when it was delivered.

Mrs A didn't accept the Investigator's view and provided an image which she says shows the packaging was tampered with. However, as the Investigator's view remained unchanged, Mrs A asked that her complaint be referred to an ombudsman 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

Mrs A complains about a fixed sum loan agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mrs A's complaint about EE.

The Consumer Rights Act 2015 (CRA) applies to this case. It provides that, unless the trader and consumer agree otherwise, the contract must include a term requiring the trader to deliver the goods to the consumer.

So, I've considered that EE were responsible for ensuring Mrs A received delivery of the mobile phone device which she purchased from them.

Both parties agree that there was a delivery in April 2025 which related to the mobile phone device that Mrs A had purchased online. Mrs A says the delivered parcel contained only the charging accessories and not the phone itself. She also said the package appeared to be tampered with and sent in images to confirm this.

EE said the package was weighed prior to leaving them, and the weight was consistent with that of the mobile device, they also provided an image of the package being received at the point of delivery.

I've considered all the evidence provided by both parties. However, I'm satisfied that on balance it's likely the mobile device was in the package when it was delivered.

I've reviewed the image of the package at the point of delivery and can't see any signs of tampering. I acknowledge the photos Mrs A has shared with the Investigator, however, they're not particularly clear. In any case had the packaging looked glued together at the point of delivery I would have expected Mrs A to have raised it at that point.

I find EE's explanation compelling. The package was weighed before it was dispatched, and its weight matched that of the mobile device. There is no evidence to suggest any tampering by the courier. The image provided by EE at the point of delivery shows the parcel being handed over, albeit to someone other than Mrs A. While Mrs A later discovered the device was missing, I have no evidence of what occurred between delivery and the moment she opened the package. On balance, this supports EE's position that the phone was in the parcel when delivered.

Given the circumstances, I'm persuaded that at the point it was delivered by the courier; the mobile phone device was in the package. And so, it follows that I won't be asking EE to take any further action in relation to this complaint.

My final decision

My final decision is that I don't uphold Mrs A's complaint about EE Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 January 2026.

Benjamin John
Ombudsman