

## **The complaint**

Miss M complains about the way EE Limited trading as 'EE' sold her a loan agreement.

## **What happened**

The background to this complaint is well known by both parties so I will only summarise it here.

Miss M's complaint is about a fixed sum loan agreement (the 'agreement') with EE for the purchase of a mobile phone device (the 'device'). The agreement was for 24 months and started in December 2024. The monthly repayments for the device itself was just over £54 and there was a separate payment for the mobile phone plan. In August 2025, Miss M was looking to upgrade her device, but she said she couldn't do so because she wasn't on an 'upgrade anytime option' (the 'upgrade option'). This meant the only way she could upgrade her device was to clear the outstanding loan balance so she could order a new device.

Miss M complained to EE saying she had been put on the incorrect mobile phone plan and this wasn't explained to her at the point of sale. EE acknowledged Miss M wasn't given a clear breakdown of the mobile phone plan verbally over the phone, so applied a £30 credit to her account as a goodwill gesture. However, it said she was given clear information prior to entering into the (loan) agreement in writing prior to it being set up. Miss M remained unhappy so referred matters to us. Our investigator didn't recommend upholding the complaint. Miss M disagreed so the matter has been passed to me to decide.

## **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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision. I can understand the difficult situation Miss M is in and I can appreciate her frustrations. But looking at all the available evidence, I'm not going to uphold this complaint for the following reasons:

- As our investigator has said, our Service can only consider matters that relate to regulated activities. And from all the information I've reviewed, which includes the sales call, as well as information provided to Miss M at the time of sale, I'm satisfied the upgrade option (i.e. the mobile phone plan) was a separate feature which doesn't form part of the regulated credit agreement for the purchase of the device. Therefore, this isn't something I can consider here.
- That said, I can consider the sale of the (loan) agreement which is a regulated activity. And, amongst other things, I've considered whether Miss M was given clear, fair and not misleading information such that she could make an informed choice about whether to enter into the loan agreement (or not).

- Listening to the sales call I can't hear the agent specifically detailed the mobile phone plan Miss M would be subject to. And there's no dispute she wasn't put on an upgrade plan. Whilst I note it could've been made clearer when giving information to Miss M over the phone about her mobile phone plan, I'm satisfied there wasn't a misrepresentation on which Miss M relied on to enter into the loan agreement.
- Further, during the sales call (or shortly after), Miss M was sent a number of documents to read and sign before entering into the loan agreement. Amongst other things, EE provided Miss M with a contract summary which provided a clear breakdown of the mobile phone plan such as the airtime aspects in detail. There was no mention in this document of an 'upgrade' option' plan. I'm satisfied that prior to entering into the agreement Miss M was given clear, fair and not misleading information such that she could make an informed decision as to whether to enter into the loan agreement (or not).
- Taking everything into account, in my view, I'm satisfied that in terms of the sale of the loan agreement to Miss M, EE has acted fairly and reasonably here. I don't think there's sufficient evidence to show she was misled about the terms of the loan agreement or otherwise induced into the agreement due to a misrepresentation by EE or its agents. So, I can't say EE needs to refund Miss M and/or that it's acting unfairly or unreasonably for requesting repayments under the agreement it has with her.

So, whilst I very much sympathise with Miss M's situation and I know this will be a disappointing outcome for her, I'm not upholding 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 Miss M to accept or reject my decision before 28 January 2026.

Yolande Mcleod  
**Ombudsman**