

## **The complaint**

Miss G is unhappy that EE Limited restricted her mobile phone without warning and with the service she's received surrounding this matter.

## **What happened**

On 16 April 2025, Miss G received a letter from EE which explained that she had £220.92 of unpaid arrears on her account and that she needed to pay that amount before 23 April to avoid full suspension of her services. Miss G didn't call EE by 23 April, and so on that day EE suspended all services on her account except for emergency calls.

On 24 April, Miss G called EE with the intention of paying the £220.92 in full. However, after discussion with EE's agent, during which the difficult personal and financial situation that Miss G was experiencing at that time were discussed, it was agreed that Miss G would pay £150 – which she did – and that EE's agent would call her back on 26 April to set up the remaining £70.92 on a payment plan.

EE's agent didn't call Miss G as promised on 26 April. Miss G did call EE on that day but explained that it wasn't possible for her to speak at that time but that she would call EE back when she was able to speak. However, following this, Miss G didn't call EE back.

On 8 May, EE passed Miss G's account to a third-party Debt Collection Agency ("DCA"). This prompted Miss G to call EE, who explained to Miss G that they wouldn't be willing to restore services to her, that Miss G would need to arrange repayment of the outstanding account balance with the DCA, and that Miss G could port her mobile phone number to another provider. Miss G wasn't happy about what had happened, or with the service she was receiving from EE, so she raised a complaint.

EE responded to Miss G but didn't feel that they'd done anything wrong. Miss G wasn't satisfied with EE's response, so she referred her complaint to this service. One of our investigators then looked at this complaint and, while they felt that EE had acted fairly in most instances, they felt that EE should have called Miss G back on 26 April as promised. Because of this, our investigator said that EE should pay £50 to Miss G as compensation for any trouble or upset the non-callback may have caused. Miss G didn't accept the view of this complaint put forward by our investigator, so the matter was escalated 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.

Miss G has confirmed that she received the letter from EE on 16 April which explained that if she didn't make payment of £220.92 by 23 April, EE might restrict her account services. Miss G has also confirmed that she didn't call EE by 23 April, but instead called them the day after, on 24 April, with the intention of clearing for full account balance.

When Miss G spoke with EE on 24 April, EE's agent discussed the difficult personal and financial circumstances that Miss G was experiencing with her and offered to take a partial payment and set Miss G up on a payment plan for the remaining outstanding balance. The approach taken by EE's agent in this regard seems reasonable to me. Indeed, given that Miss G accepted the payment plan, I feel that EE's flexibility in this regard was of benefit to her.

Miss G has explained that she didn't receive a callback from EE's agent on 26 April, as had been promised, and I accept that EE didn't call Miss G back on that date. But in the absence of that callback, I feel it was reasonable to expect Miss G to have called EE herself to ensure that the agreed payment plan was set up – especially as Miss G was aware that her account was in a precarious position, as had been previously advised to her by the 16 April letter.

It's also notable that Miss G did speak with EE on 26 April – the date she was expecting a callback – and explained to EE that she didn't have time to discuss the payment plan at that time but would call back. Accordingly, I'm not convinced that if EE had called Miss G on 26 April as promised that matters would have been resolved, because Miss G didn't have time to resolve the matter when she did speak with EE on that date.

Ultimately, I don't feel it's reasonable for Miss G to expect EE to have not taken any action on her account because she didn't receive a callback she was expecting, when Miss G knew that there were account arrears outstanding and knew that EE were considering acting against her account if they weren't resolved. And in such a scenario, while I accept that having to call EE herself rather than receiving a callback she'd been promised would be inconvenient for Miss G, I would reasonably have expected Miss G to have called EE when the promised callback didn't happen.

Because of this, I don't feel that EE have acted unfairly towards Miss G in the wider sense as she contends here. And because Miss G didn't clear the outstanding arrears on her account, or set up a plan to clear them, I don't feel it was unreasonable for EE to suspend services on her account and later transfer her account to a DCA. Furthermore, I also don't feel that EE declining Miss G's request for a payment plan after her account had been transferred to the DCA was unreasonable, especially as when Miss G spoke with EE on 8 May she explained that she didn't have any guaranteed income at that time.

But I do feel that EE did treat Miss G unfairly in the narrower sense of not making the callback that they'd promised to her, and because of this I'll be instructing EE to pay £50 compensation to Miss G. I refer to this as being in the 'narrow sense', because as explained, I feel that having not received that callback, Miss G could and reasonably should have called EE herself. As such, I don't feel that EE's failure to call Miss G directly led to Miss G's account being fully suspended and passed to a DCA, because I feel that Miss G could have taken mitigating action to avoid those consequences by calling EE and arranging repayment of the remaining outstanding arrears.

Finally, I appreciate that Miss G was experiencing very difficult personal and financial circumstances at that time. But as an impartial party I don't feel it would be fair to say that one missed callback by EE was the root cause of all that happened here, and as explained, I feel that there was an onus on Miss G to have contacted EE when that callback wasn't received, even considering the challenges she was facing at that time. I hope Miss G will understand, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

EE must pay £50 to Miss G.

**My final decision**

My final decision is that I uphold this complaint against EE Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 12 February 2026.

Paul Cooper  
**Ombudsman**