

The complaint

Mr C has complained that EE Limited (EE) opened a credit agreement in his name, that he did not agree to.

What happened

In mid-October 2025 Mr C acquired a new device via a Fixed Sum Loan Agreement with EE. The day after taking out the agreement he contacted EE to raise a complaint that the agreement wasn't the one he wanted and that a discount had not been applied. He also raised concerns that he did not sign the agreement and wasn't given key information to view.

In its response EE said its investigation showed that Mr C was provided with pre contract information and that a Flex Pay agreement was accepted. It said that as a gesture of goodwill it would allow a return and cancellation of the agreement and had opened a new agreement for an additional line, as Mr C said he required the device for work. It confirmed it provided a refund of £128.82, his number was transferred in early November 2025 and that a few days later the agreement was cancelled. It confirmed this left Mr C with one active line and confirmed the discounted monthly cost.

Our Investigator looked into the complaint and said that as EE had already put Mr C in the position he originally expected to be in and covered his financial losses, she concentrated her investigation on whether the offer of £50 compensation was fair. She said she couldn't be sure of what happened at the time of sale, but said that EE took action to resolve the issue quickly, by agreeing to a new subsidy contract, applying a 20% discount and allowed Mr C to return the device he got in store, along with £50 compensation. She said that she thought EE had acted fairly and reasonably in how it resolved the complaint and so she wouldn't be asking it to increase the amount of compensation.

Mr C didn't agree. He said it was impossible that he viewed the documents in store, as he didn't have a working device and was told he could sign at home later on. He said he also feels that EE breached his rights under the Consumer Rights Act 2015 and didn't act in his best interests, because he requested a repair in store as his device was faulty, but was told a repair would take weeks and so his best option was to upgrade. He said the fact that the £60 cash payment he made wasn't recorded confirmed the transaction was out of process and he felt exploited. As such he said the £50 award was insufficient and requested £250 compensation.

In another response, Mr C explained that the total loss he suffered exceeded the refund provided and felt that EE's incorrect calculation meant he was out of pocket and didn't receive the £50 compensation.

As Mr C didn't agree, the complaint 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.

In considering what's fair and reasonable, I need to have regard to 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.

Where evidence is incomplete, inconsistent or contradictory, as some of it is in this case, then I've based my findings on the balance of probabilities, i.e. what I think is most likely in the circumstances of this complaint.

My summary above and comments below will focus on what I consider to be the key points to this complaint. Whilst I've considered everything in detail, if I don't comment on a particular point, it's because I don't feel that I need to in order to reach a fair answer on this complaint. It's not meant as a discourtesy, but instead it reflects the informal nature of this service.

This decision will focus on the complaint Mr C raised with EE. I won't be able to consider or comment on any new complaint points raised, including the quality of the device Mr C acquired under a previous agreement with EE, as I haven't seen any evidence that he complained to EE about that as part of this complaint. If Mr C remains unhappy with this, he can raise a complaint with EE and refer his complaint to this service if he is unhappy with the response.

Mr C acquired the device via a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. As any agreements relating to airtime plans are not regulated consumer credit agreements, this service is generally unable to consider any complaints relating to them. As such, I will not make any comment on any airtime related plans and this decision will focus on the fairness of EE's actions relating to the credit agreement only.

Mr C took out the agreement in store and so any information given or agreements made were verbal, as such there is no clear record of them. As a result, I can't be sure of exactly what happened, however I'm satisfied that EE took steps to put Mr C back in the position he would have been in had things not gone wrong in the way that he described, shortly after he notified EE of the issue. It did this by allowing him to return the device thereby bringing an end to his agreement, refunding him the £60 cash he said he paid in store, opening a new line which is what Mr C said was his aim when he went into store and applied a 20% discount to that new line, as Mr C said he was promised this. Mr C has previously acknowledged that this resolved the contractual issues and confirmed the only outstanding matter was that of fair compensation. As I'm satisfied that EE put Mr C back in the position he would have been in, before any issues occurred in store, I've thought about whether the amount of compensation it paid is fair, given Mr C has said this is the only outstanding issue.

Mr C says he feels EE's offer of £50 compensation isn't enough, as it doesn't reflect the severity of having a financial product executed in his name and feels £250 compensation would be a fairer amount. EE has said it feels the £50 it paid to Mr C was a fair amount, along with the other action it took. Mr C has said that he in essence didn't receive the £50 compensation because of some billing errors, and so he feels he is owed more money.

I have no doubt that the issue has had an impact on Mr C, it has caused him concern and worry, and I've thought very carefully about what he has said, including the time he spent trying to resolve matters. Given that EE dealt with the issue quickly, enabled him to enter into the agreement he said he intended to, made promises to rectify the issue soon after Mr C reported it and brought the agreement to an end around three weeks after the

agreement started, I think EE acted quickly to minimise the impact on Mr C and as such I consider the payment of £50 compensation it already paid to be broadly fair.

Mr C has raised concerns that he was told that the device shouldn't be scratched or damaged and that this impacted his use. Whilst I can appreciate why this caused Mr C concern and meant he was worried to use the device, I don't think it was unreasonable for EE to want to receive the device back free from damage. And it seems that Mr C had use of the device, which I understand was very important to him.

I haven't seen any persuasive evidence to suggest that EE made any errors in relation to the billing of the device agreements in Mr C's name. Should there be any errors in relation to the airtime agreement, I will be unable to comment on this, and Mr C will need to take this up with EE if he feels it made an error. EE has confirmed it paid the £50 compensation and reimbursed the £60 payment Mr C said he made, along with an overpayment once it adjusted the account. As EE has provided evidence that it made these two payments to Mr C, I'm persuaded it did so.

It follows that I will not be asking EE to do anything more.

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 Mr C to accept or reject my decision before 16 March 2026.

Daniella Roberts
Ombudsman