

The complaint

Mrs M complains that EE Limited refused to allow her to reject a phone and to cancel a contract.

What happened

In April 2025 Mrs M purchased a new phone and entered into a contract with EE. The purchase was made in store. She returned about four hours later and asked to return it. She says she was not offered any support from the staff who put her through to EE's complaint department. In that call recording Mrs M said the phone was too big, she had a poor signal at her house and had struggled to set it up, but she mentioned that she believed that was her fault. She said the phone was unsuitable.

The call handler said EE could offer assistance with setting up the phone but Mrs M said the service she had received in store was poor and she didn't wish to explore that option. She said she would leave the phone in the store and cancel her standing order. It was explained to her that this could affect her credit file.

EE issued a final response letter rejecting Mrs M's complaint and she then brought the matter to this service. Her complaint was considered by one of our investigators who didn't recommend it be upheld. She said that she had not seen any persuasive evidence to show the phone was faulty and so she didn't think EE had done anything materially wrong.

Mrs M didn't agree. She said because she couldn't set it up she thought it had a technical issue. She had not returned it because she didn't like it. Mrs M said there was no evidence to show the phone wasn't faulty and she had suffered a very poor level of customer service. Overall, she considered the phone was not fit for service.

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 discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mrs M 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.

Having reviewed the material supplied by both parties I am not persuaded to uphold this complaint. I will explain why.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of

satisfactory quality when supplied. Goods are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable. If they are not of a satisfactory quality then the consumer has certain rights and can in some case return them. However, it must first be established that the goods are not of a satisfactory quality.

In this case Mrs M says her phone is not satisfactory, primarily because she cannot set it up. However, on the day of purchase when she spoke to EE's complaints handler she said her main concern was that it was too big. She went on to explain that where she lived she had a poor signal and this may have affected the setting up. She said quite explicitly that she took the blame for this. She added that she was not good with technical matters and concluded that the phone wasn't suitable.

None of that contemporaneous evidence points to the phone being faulty. The complaints handler said EE could provide support with the setting up, but Mrs M was dubious of that offer. It is regrettable that there appears to have been a breakdown in relations with the store's staff and Mrs M, but that does not mean that the phone was faulty.

Mrs M entered into a contract and consumer law does not offer her an opportunity to terminate it without her demonstrating the phone was faulty. If she had purchased it remotely, she would have had a 14 day cooling off period, but as it was bought in store that does not apply. I appreciate she returned to the store within some four hours and asked that the phone be taken back. It was open to EE to have acceded to her request as a matter of goodwill, but it was not obliged to do as she wished.

In summary, I cannot say that EE did anything materially wrong and so I can see no basis for upholding this complaint.

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 M to accept or reject my decision before 12 March 2026.

Ivor Graham
Ombudsman