

The complaint

Mr V says EE Limited promised to discount his mobile phone device plan by £15 a month and hasn't honoured this offer.

What happened

Mr V agreed to upgrade his mobile phone in December 2024 with EE. He took out EE's Flex Pay agreement, a type of consumer credit product ("the device plan") to cover the cost of the phone, which was around £1,300. Mr V agreed to repay the device plan at around £54 per month for 24 months. At the same time Mr V upgraded his airtime contract used with the phone.

In January 2025, Mr V received a call from EE's partners, offering a deal to take out home broadband. Mr V says the agent promised him a discount of £15 per month from the device plan if he took out broadband with EE, alongside unlimited data boosts on his other devices. Mr V says he agreed to this deal and the agent sent him a message confirming his device plan was "reduced by £15".

In April 2025, Mr V complained to EE because he wasn't receiving the discount he expected on his device plan. EE reviewed the account and calls with the agent and said Mr V wasn't eligible for the data boosts but had received them anyway. EE also said it thought the agent had only mentioned reducing Mr V's bill by £15 a month, not applying a discount to the device plan. However, as it agreed the agent had told Mr V the wrong information, it credited £50 to Mr V's EE account to reflect the inconvenience and upset.

Mr V wasn't happy as he wanted the discount he said was promised. He brought the complaint to our service. Our Investigator explained they could only look at what happened regarding the device plan, not Mr V's airtime contracts or broadband. He said the agent had told Mr V he would get £15 off his Flex Pay agreement and unlimited data boosts on three phone lines. But he thought the agent only promised to discount Mr V's airtime contract, not the device plan for the phone itself. He also thought the message Mr V received after the call had only said the phone would be reduced by £15, not a monthly discount. So, our Investigator didn't think EE needed to do anything more to resolve the complaint.

Mr V didn't agree with the Investigator's findings, saying he had written proof of the discount in the message from EE, so he asked for a final decision from an Ombudsman.

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.

Having done so, I agree with the outcome reached by the Investigator – and I'll explain why.

Our service can look at complaints relating to regulated financial activities, as set out in the Financial Conduct Authority's Handbook. The complaint Mr V has made involves three different types of contract provided by EE:

- The device plan (called Flex Pay), a consumer credit product.
- The airtime contract, a communications contract for data and services.
- A home broadband contract.

In this particular complaint, the device plan is the only contract which meets the definition of a regulated financial activity in the FCA's Handbook. This means I can consider a complaint about the device plan itself, including how EE has administered the fixed sum loan agreement. Mr V says he thinks EE should have applied a discount to his device plan, so I think I can consider this part of his complaint.

I'm mindful the crux of Mr V's complaint relates to the sale of the broadband contract. This isn't a type of regulated financial contract, which means I can't consider a complaint about the sale of the broadband itself. If Mr V thinks the broadband contract itself was mis-sold to him, this is something he would need to make a separate complaint about – and if he remains unhappy, he might be able to refer that complaint to another service. However, I can consider if EE gave Mr V information about his device plan during the broadband sale, and if so, whether that information was clear.

The device plan

Mr V agreed to pay for his phone using the device plan, paying around £54 a month for 24 months. The contract was taken out in December 2024, before Mr V decided to take out a broadband contract. I'm satisfied Mr V was aware of the cost of the device plan and had the opportunity to review the terms and conditions within the cooling-off period.

In January 2025, Mr V received the call to take out broadband with EE. I've listened to the call recordings provided by EE, so I can understand if Mr V was given information about his device plan payments on this call, or something happened that should have impacted his contract for the device.

On the recordings, the agent told Mr V more than once that he would receive a £15 discount on the Flex Pay agreement. I'm satisfied Flex Pay is the name EE gives its device plan, so I think it would be reasonable for Mr V to think this meant his device plan payments would be changed. At other times the agent refers to reducing Mr V's phone bill more generally, and when Mr V was sent a confirmation message, it only stated the phone was "reduced by £15". So, I think there was a lot of conflicting information – and I can understand why Mr V might think EE ought to discount his device plan permanently.

But, EE has explained Mr V wasn't eligible for a discount on the device plan – because it had already been set up. Mr V agreed to pay around £54 a month for 24 months and electronically signed a consumer credit agreement to that effect. I've reviewed the terms and conditions of the offers the agent discussed with Mr V on the calls, and I think it would only have been possible for Mr V to get a discount if he had taken out a brand-new device plan after setting up the broadband with EE.

I think EE gave Mr V the wrong information relating to his device plan, but the remedy here wouldn't be to tell EE to do what it said on the call. I say this because Mr V wouldn't have received this discount if EE had given him the correct information during the call. Instead, I think it's reasonable for me to think about the impact this mistake had on Mr V. I understand Mr V's disappointment, so I think it's fair for EE to compensate Mr V for this upset.

EE paid Mr V £50 credit to his account to reflect the disappointment. I've thought about what happened, and I can understand Mr V was very upset and disappointed. But, I think EE has made a fair award to put things right for him. So, while I sympathise with Mr V's situation, I don't think EE needs to do more than this.

My final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 30 April 2026.

Hannah Dunkley
Ombudsman