

Mr Jack Whittle
266 Station Road
Bamber Bridge
Preston
PR5 6EB

20th August 2025

Hello Jack,

**Re: Your complaint about your device credit agreement –
Account Number: 225386871**

Thanks for your patience while I investigated the complaint received on the 24th July 2025 about the Device Finance account.

You have advised you are unhappy with the sales practices when agreeing to a Device Finance Agreement. You have informed our processes are misleading, stressful and deceptive. You passed a credit check and were approved for a monthly spend of £55.20 but not eligible for a Flex Pay agreement.

You went to an EE store and they informed you would have to undergo a further credit check which you declined. The store informed would only be able to order refurbished phones online.

An order was initially placed online for a Good as new device on a Device Finance Agreement and all necessary documents were confirmed and you inform this creates a binding agreement. You were since informed the order couldn't be completed and hasn't been processed.

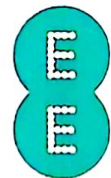
What we've decided to do

I've checked everything carefully and regret we are not able to offer a Device Finance Agreement at this time. I liaised with our Upgrades Team and we offered a standard subsidy plan with an iPhone 16E. These are subject to change depending on available deals and stock availability.

Due to the service received from advisor's and the store, we have partially upheld your complaint. I have arranged a cheque for £50.00 to be sent to your account address. This will be sent to you within 10 working days.

How we made our decision

Since you got in touch on 24th July 2025 I've looked at all the details of your complaint.



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Doxford Technology Park
Sunderland
Tyne and Wear
SR3 3XN

ee.co.uk

Registered in England and
Wales as EE Limited

Registered office:
Trident Place, Mosquito Way,
Hatfield, Hertfordshire, AL10 9BW
Company number: 02382161

You contacted us on the 23rd July to discuss options which included a deal on a phone contract. You discuss taking a refurbished phone (Good as New) or a new phone. The advisor informed you were accepted with a budget of £55.20 per month and to approach an EE store to explore your options.

I acknowledge your comments where the store informed you would have to undergo a further credit check and you declined to proceed with. I apologise for any conflicting information you have been given and I assure you this will be fed back to the relevant areas of the business. I also acknowledge your comments which the store informed you would only be able to purchase a refurbished phone online.

An online order was placed on the 23rd July at 19:01 which included a refurbished iPhone 16 Pro Max on a Device Finance Agreement. When a customer places an order online, they are required to accept the Terms of the Sale at this time. This is later sent to an offline team to verify and process the orders. Should the order be successful, the documents you have viewed and confirmed as accepting will be processed and finalised. Should any orders be ineligible, communication would be sent to call in and discuss further.

An email was received on the 24th July which you sent to the CEO and passed to our office to provide a response. I regret we are unable to provide you with specific information as to why you failed the criteria for the Device Finance.

Any upfront costs incurred to the order that has since been cancelled, would be refunded to you within 10 days.

You also contacted our Credit Referrals Team to dispute being declined for Device Finance which they informed your check had been successful. I liaised with this team and they confirmed the decision to offer a Device Finance Agreement would not be overturned.

I explained we can look into subsidy deal and informed the best deal would include an iPhone 16E.

I have arranged the gesture of £50.00 to be sent to you by cheque and this should be with you in 10 working days.

I'm sorry this isn't the outcome you hoped for or wanted to hear.

If you want to take your complaint further

This is our final position in response to your complaint. However, if you feel unhappy with the outcome, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of this letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Please see the enclosed leaflet for information on the Financial Ombudsman Service, and you can find more information on their website at financial-ombudsman.org.uk.

Their contact details are also below: