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My ref: 2026-JW-CASE-8973  
Your ref: PNX-5712039-X0S5

Friday, 06 March 2026

Independent Assessor  
Financial Ombudsman Service  
PO Box 35738  
Lonson  
E14 9YU

Delivered by email: [independent.assessor@financial-ombudsman.org.uk](mailto:independent.assessor@financial-ombudsman.org.uk)

Dear Independent Assessor,

**Re: Urgent Service Complaint and Request for Intervention — Whittle v EE Limited —  
FOS Ref: PNX-5712039-X0S5 — Acceptance Deadline 27 March 2026**

<b>Complainant</b>	Jack Whittle, 266 Station Road, Bamber Bridge, Preston, PR5 6EB
<b>Email / Tel</b>	jackwhittle@zoho.com   07377 077930
<b>Firm complained about</b>	EE Limited (FCA reg. 715183)
<b>FOS complaint reference</b>	PNX-5712039-X0S5
<b>FOS investigator</b>	Amy Booton (02030696108)
<b>FOS ombudsman</b>	Amanda Williams
<b>Final Decision date</b>	27 February 2026
<b>FOS acceptance deadline</b>	27 March 2026
<b>ICO complaint submitted</b>	05 March 2026 (EE ICO Reg: Z7510687)
<b>EE BAN / Order ref</b>	BAN: 225386871   Order: xko299591893
<b>Product in dispute</b>	Fixed Sum Loan Agreement (CCA 1974) - iPhone 16 Pro Max 256GB

## 1. Purpose of This Submission and Request for Urgent Intervention

I submit this document to the Independent Assessor under the FOS service complaint procedure. I am requesting urgent intervention in the circumstances set out below.

The Financial Ombudsman Service issued a Final Decision in my complaint against EE Limited on 27 February 2026. I am neither accepting nor rejecting that decision at this stage. My position is preserved pending the matters set out in this submission.

I ask the Independent Assessor to intervene urgently for one overriding reason: EE Limited is in continuing breach of Articles 12 and 15 UK GDPR. My Subject Access Request dated 26 November 2025 remains materially incomplete. The outstanding personal data - in particular, the full system audit trail for order xko299591893 and EE's internal decisioning records - is directly material to the findings in the Final Decision. The ICO complaint I submitted on 05 March 2026 has a current processing timeframe of approximately 40 weeks. The FOS acceptance deadline is 27 March 2026.

Those two timelines are irreconcilable. I am being asked to make a decision with permanent and irreversible consequences - including the potential waiver of my court rights - without access to evidence that EE has unlawfully withheld. That prejudice has been caused entirely by EE's own conduct, not by anything I have done or chosen. It is not a fair or appropriate position for the FOS to place me in.

I have submitted an internal FOS service complaint today, 05 March 2026, to the FOS service complaints team. I am submitting this to the Independent Assessor in parallel, given the urgency of the 27 March 2026 deadline and the fact that the internal process is unlikely to resolve before that date.

I respectfully ask the Independent Assessor to consider whether, in these exceptional circumstances, she has power to put the FOS's investigation on hold or to extend the acceptance deadline, pending resolution of the SAR and ICO process.

## **2. Background: What EE Did**

### **2.1 The order and regulated credit journey (23 July 2025)**

On 23 July 2025, following telephone advice from an EE advisor ('Dan') confirming I had passed a credit assessment with an approved monthly spend of £55.20, and that I could proceed to purchase a new or refurbished device online or in store (but was not eligible for Flex Pay), I placed an online order for an iPhone 16 Pro Max 256GB 'good as new' on a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974.

The credit journey generated the following sequence of events on that date, evidenced by EE's own internal records and documents:

- 23/07/2025 14:27:53 - Tentative BAN (225386871) created; email address captured.
- 23/07/2025 14:31:38 - AVS zero-value authorisation check: success.
- 23/07/2025 14:32:22 - Payment method changed to Direct Debit.
- 23/07/2025 14:32:38 - DCT credit check performed. Credit decision: Accept. Status: PCO: Success.
- 23/07/2025 18:59:54 - Signature timestamp recorded (EE internal order export).
- 23/07/2025 19:01:04 - Order placed (EE internal order export, order ref xko299591893).
- 23/07/2025 19:01:40 - Customer-facing order confirmation email sent: 'Thanks, we've got your order, we'll begin to work on it straight away' and '36 months interest free credit agreement.'

The credit agreement signed states at Clause 2: 'This device credit agreement is made on the date that you sign it.' The signature timestamp is 23 July 2025 at 18:59:54.

Clause 7 states: 'It is a condition to us providing the credit as payment or partial payment for the device, that you make the Advance payment (if there is one). If you do not make the Advance payment, this agreement will not proceed.' The £30 advance payment was made and accepted by EE on 23 July 2025. The condition precedent was satisfied.

## **2.2 Cancellation without valid contractual grounds (24 July 2025)**

On 24 July 2025 I was informed by EE that my order had been cancelled because I was 'ineligible.' No specific reason was given. No formal written notification was provided. I had received no prior indication that the order remained conditional after signature and payment.

EE's Final Response letter dated 20 August 2025 states: 'I regret we are unable to provide you with specific information as to why you failed the criteria for the Device Finance.' EE's stated reason for cancellation is 'lending criteria' - described as commercially sensitive.

The agreement's termination provisions are set out at Clause 20. EE may terminate the device credit agreement in two circumstances only:

- Failure by the customer to make monthly payments; or
- Termination of the customer's plan services due to non-payment or breach of plan terms and conditions.

Neither ground applies. No monthly payment was missed. No plan services were terminated for breach. 'Lending criteria / confidentiality' does not appear anywhere in the agreement as a basis for termination after signature and advance payment. EE has never identified a contractual basis for the cancellation.

## **2.3 Contradictory internal communications (25 July 2025)**

On 25 July 2025, having sent a reconsideration request to EE's Credit Referrals team expressly referencing order xko299591893 and the cancellation of that specific order, I received a written response from Lee Fairlamb of EE's Credit Referrals department stating:

*'Upon further Investigation I can see your application was successfully accepted on 23rd July 2025, so I am unsure why you say your order was cancelled.'*

Lee Fairlamb then invited me to proceed using BAN 225386871 to 'discuss your order to ensure it is within your approved eligibility.' This email - sent by EE's own Credit Referrals team in direct response to a query about order xko299591893 - confirmed acceptance and expressed confusion about the cancellation. It is the most direct evidence of the contradictory position EE maintained throughout.

EE's SAR disclosure also shows that on 25 July 2025 at 00:00:00, a separate internal entry records 'EIV FAIL' with reference number 1dd4f20b-2337-4655-8f21-8a89cf11b56e. This demonstrates that EE's internal process involved multiple steps with different outcomes - not the simple 'always going to be declined' narrative EE and the FOS investigator relied upon.

## **2.4 Goodwill payment misrepresented as resolution (August - September 2025)**

On 15 August 2025 I accepted EE's offer of a £50 goodwill payment strictly on a 'without prejudice' basis, with express written conditions including that it was not a full and final settlement, did not constitute a waiver of my right to escalate to FOS, and was accepted solely as partial redress. EE confirmed in writing on 17 August 2025: 'I acknowledge the comments you have raised and I'm happy to arrange the cheque for £50.00 on the conditions you have stated.'

On 09 September 2025, the FOS wrote to me stating: 'EE Limited has recently let us know that they've reached a resolution directly with yourselves and are happy for us to close their case.' That representation by EE to the FOS was inaccurate, misleading, and in direct

contradiction to EE's own written acceptance of my conditions. It required me to submit an addendum complaint to the FOS on 10 September 2025 correcting the record.

## **2.5 SAR submitted, extended, and still incomplete (November 2025 - March 2026)**

On 26 November 2025 I submitted a comprehensive Subject Access Request to EE's Data Protection Officer seeking, among other things: the full system audit trail for order xko299591893; internal decisioning records and reason codes; internal communications between relevant teams; and EE's communications with the FOS. EE extended the deadline to 26 February 2026 under Article 12(3) UK GDPR.

On 12 February 2026 EE provided a partial disclosure. The full order audit trail for xko299591893, decisioning outputs, reason codes, and FOS communications remain absent. I issued a formal incompleteness letter on 13 February 2026 (read receipt: 10:33). EE did not respond. The 26 February 2026 deadline expired without compliance. I sent a further chaser on 26 February 2026 and a formal breach notice on 02 March 2026 (read receipt: 10:31). EE has read every communication and responded to none. I submitted a formal complaint to the ICO on 05 March 2026.

## **3. How the FOS Handled This Complaint - and Where It Failed**

### **3.1 The investigator's preliminary view (19 January 2026)**

The FOS investigator, Amy Booton, issued a preliminary view on 19 January 2026 recommending the complaint be upheld in part, with £150 compensation and credit file removal. The investigator found EE had given incorrect advice about where to apply, but found no wrongdoing in the cancellation itself. The investigator characterised the core failing as 'misinformation during a phone call' and a 'wasted store visit.'

I rejected that view on 26 January 2026 and on 17 and 18 February 2026 submitted substantive new evidence including SAR-derived internal records showing the DCT Accept and EIV FAIL sequence, detailed submissions on the credit agreement's own termination provisions, and identification of the missing order audit trail as a key evidential gap.

### **3.2 The Final Decision (27 February 2026) - nine days after new evidence was submitted**

The Final Decision is dated 27 February 2026 - nine days after my last substantive submission on 18 February 2026. This complaint involves a regulated credit agreement under the Consumer Credit Act 1974, conflicting internal SAR records, contested credit decisioning, regulatory arguments under CONC and PRIN, and an outstanding DSAR with a deadline that expired the day before the Final Decision was issued. It is not credible that a file of this complexity was properly considered and determined within nine days of receiving new evidence. That speed of determination is itself a service failing.

### **3.3 The Final Decision contains material errors**

#### **Error 1: The Credit Referrals email was mischaracterised**

The Final Decision states at page 2: 'EE has now confirmed that this referred to his initial credit application.' That characterisation is factually unsupportable. My reconsideration request to Credit Referrals expressly referenced order xko299591893. Lee Fairlamb's response was sent in direct reply to that specific email and referred to my application being 'successfully accepted on 23rd July 2025' - the same date as the order. EE's post-hoc reframing was accepted without being tested against the original exchange. That is a material error of fact.

#### **Error 2: The signed agreement was acknowledged but the termination provisions were never addressed**

The Final Decision states: 'Our investigator was satisfied that EE did nothing wrong by cancelling the credit agreement' and 'when Mr W placed the order online and signed the credit agreement.' The decision therefore explicitly proceeds on the basis that a credit agreement existed and was signed. However, the decision does not address the agreement's own termination provisions at Clause 20, which limit EE's right to terminate to two specific grounds - neither of which applies here. A signed, regulated credit agreement cannot be unilaterally cancelled on a ground that does not appear in the agreement. The decision does not engage with this.

### **Error 3: Regulatory obligations under CONC and PRIN were not addressed**

EE's blanket refusal to explain the cancellation beyond 'confidentiality' was not assessed against CONC 4, CONC 5, CONC 11, or PRIN 7. The decision accepts EE's commercial sensitivity position at face value without testing it against those obligations.

### **Error 4: The compensation of £150 does not reflect the nature of the failing**

The compensation of £150 - framed throughout as redress for a phone call misunderstanding and a wasted store visit - does not reflect what the Ombudsman's own decision describes: a signed, regulated credit agreement for a device valued at £1,017.84, cancelled on a ground not provided for in the agreement, supported by conflicting internal communications, a misrepresented settlement to the FOS, and an incomplete SAR that remains outstanding to this day. Those failings are not worth £150.

## **4. The Converging Deadline Conflict and the Prejudice to My Position**

The Final Decision at page 3 states: 'If this results in new information that Mr W considers to be relevant to his case, then he can make a further complaint to this service once EE has had a chance to respond.'

EE is in continuing breach of Articles 12 and 15 UK GDPR. The ICO complaint was submitted on 05 March 2026. The ICO's current processing timeframe is approximately 40 weeks. The 27 March 2026 FOS acceptance deadline and the 40-week ICO timeframe cannot both operate against me simultaneously without causing direct and serious prejudice - prejudice caused entirely by EE's own unlawful conduct, not by anything I have done.

This prejudice extends across all three routes available to me:

- If I accept the £150 before 27 March 2026: the FOS's own guidance states this may prevent me from pursuing EE in court for the same complaint. I may be permanently waiving court rights without having seen the SAR evidence that would inform that decision.
- If I reject the decision and pursue a fresh FOS complaint: I cannot do so without the SAR evidence. The fresh complaint route the Ombudsman identified is inaccessible until the ICO process concludes - approximately 40 weeks away.
- If I reject the decision and go to court: I would proceed without the disclosure that a court would otherwise order through standard civil procedure - because EE has already withheld it unlawfully. My litigation position is weakened by EE's own breach.

I cannot determine which route to pursue without first knowing what the outstanding SAR evidence contains. EE's breach has made that assessment impossible within the deadline imposed. The FOS deadline is therefore operating directly to EE's advantage as a result of EE's own unlawful conduct. That is not a fair or appropriate outcome and I ask the Independent Assessor to address it.

## **5. What I Am Asking the Independent Assessor to Do**

I request the Independent Assessor to:

1. Consider whether, in these exceptional circumstances, she has power to intervene to protect my position pending resolution of the SAR and ICO process - including by putting the FOS's process on hold or recommending extension of the 27 March 2026 acceptance deadline.
2. Review whether the nine-day turnaround between receipt of substantive new evidence (17-18 February 2026) and the Final Decision (27 February 2026) was adequate and consistent with the FOS's own internal processes for a complaint of this complexity.
3. Review whether the FOS should have ensured the missing order audit trail for xko299591893 was obtained before issuing a Final Decision that relies on EE's 'offline team verification' narrative - a narrative that cannot be tested without that audit trail.
4. Note the pattern of EE's conduct throughout: contradictory communications, misrepresentation of settlement status to the FOS, and deliberate non-engagement with three separate SAR follow-up communications (read receipts confirmed; no substantive responses provided).
5. Confirm whether the fresh complaint route identified in the Final Decision survives acceptance of the current award - this question has been put to Amy Booton and to the FOS service complaints team and has not yet received an explicit written answer.

## 6. Key Chronology at a Glance

Date	Event
23/07/2025	Order placed, agreement signed, £30 paid, DCT credit check: Accept, order confirmation issued.
24/07/2025	Cancellation notified to customer as 'ineligible.' Formal complaint submitted to EE.
25/07/2025	EIV FAIL recorded internally. Credit Referrals (Lee Fairlamb) confirms application 'successfully accepted on 23rd July 2025' and is 'unsure why cancelled.'
04/08/2025	EE complaint acknowledgement.
15/08/2025	Goodwill payment of £50 accepted strictly without prejudice and on express conditions.
17/08/2025	EE confirms cheque will be arranged 'on the conditions you have stated.'
20/08/2025	EE Final Response: 'offline team' narrative; refusal to explain criteria.
09/09/2025	FOS emails asking whether case should be closed - EE has told FOS matter is 'resolved.'
10/09/2025	FOS complaint submitted plus addendum correcting EE's misrepresentation.
26/11/2025	Comprehensive SAR submitted to EE DPO.
24/12/2025	EE extends SAR deadline to 26/02/2026 under Article 12(3) UK GDPR.
12/02/2026	Partial SAR disclosure received - materially incomplete.
13/02/2026	Formal SAR incompleteness letter sent (read receipt: 10:33). No response from EE.
17-18/02/2026	Substantive new evidence submitted to FOS investigator for Ombudsman file.
19/01/2026	FOS investigator preliminary view: £150 compensation recommended.
26/01/2026	Formal rejection of investigator view submitted.
26/02/2026	SAR extended deadline expires without compliance. Chaser sent. No response.
27/02/2026	FOS Final Decision issued: £150 upheld. Acceptance deadline: 27/03/2026.
02/03/2026	Formal SAR breach notice sent (read receipt: 10:31). No response from EE.
05/03/2026	ICO complaint submitted. FOS service complaint submitted. Position preservation letter sent to FOS. This submission to Independent Assessor submitted.
27/03/2026	FOS acceptance deadline. ICO 40-week processing period: approx. November 2026.

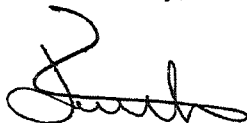
## 7. Supporting Documents Available

The following documents are available and can be provided on request:

- EE internal order exports (EOrder Whittle.pdf; EORDER Whittle (2).pdf) - signature timestamp, order placed timestamp, finance fields.
- Customer-facing order confirmation email (23/07/2025 19:01:40) - 'we'll begin to work on it straight away'; '36 months interest free credit agreement.'
- Fixed Sum Loan Agreement (CCA 1974) signed by Mr Whittle - Clauses 2, 7, and 20 particularly relevant.
- Original complaint to EE (24/07/2025).
- Reconsideration request to Credit Referrals (24/07/2025 12:29) - expressly referencing order xko299591893.
- Credit Referrals response - Lee Fairlamb (25/07/2025 10:49) - 'successfully accepted on 23rd July 2025.'
- Conditional without-prejudice acceptance of £50 goodwill (15/08/2025).
- EE written acceptance of conditions (17/08/2025) - 'on the conditions you have stated.'
- EE Final Response (20/08/2025) - 'offline team' narrative.
- FOS email stating EE says matter 'resolved' (09/09/2025).
- FOS complaint and addendum (10/09/2025).
- SAR dated 26/11/2025 and covering letter.
- EE Article 12(3) extension notice (24/12/2025).
- EE partial SAR disclosure (12/02/2026).
- SAR incompleteness letter (13/02/2026) with read receipt.
- SAR breach notice (02/03/2026) with read receipt.
- FOS investigator preliminary view (19/01/2026).
- Mr Whittle's formal rejection (26/01/2026).
- Substantive FOS submissions with SAR extracts (17-18/02/2026).
- FOS Final Decision (27/02/2026).
- FOS service complaint letter (05/03/2026).
- ICO complaint (05/03/2026).
- EE internal account notes (SAR disclosure) - DCT Accept; EIV FAIL entries.

I trust this submission sets out my position clearly and completely. I am available to provide any further information or documents at short notice. Please confirm receipt and advise how this matter will be progressed.

Yours faithfully,



Jack Whittle