



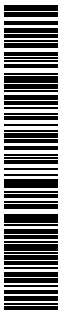
Jack Whittle
 266 Station Road
 Bamber Bridge
 Preston
 PR5 6EB

Email: jackwhittle@zoho.com
 Tel: 07377 077930

My ref: 2026-JW-CASE-7443
 Your ref: 27739943

Thursday, 26 March 2026

THE LEGAL DEPARTMENT
 EE LIMITED
 1 BRAHAM STREET
 LONDON
 E1 8EE



Delivered by email and recorded post

Dear Sir or Madam,

Re: Letter Before Action - Breach of Fixed Sum Loan Agreement, Breach of Consumer Credit Act 1974, Misrepresentation, and Breach of UK GDPR - BAN 225386871 / Order xko299591893

I write as a formal Letter Before Action in accordance with the Practice Direction on Pre-Action Conduct and the Civil Procedure Rules. I intend to issue proceedings in the County Court against EE Limited unless the matters set out in this letter are resolved within 14 days of the date of this letter.

I note at the outset that the Financial Ombudsman Service, in its Final Decision dated 27 February 2026 (ref: PNX-5712039-X0S5), proceeded on the explicit basis that I signed a credit agreement and that the agreement was cancelled. I have rejected that decision and I am entitled to bring this matter before a court of law.

I have compiled a comprehensive dossier of evidence in support of this claim, including EE's own internal records disclosed via Subject Access Request, written admissions from EE's own Credit Referrals team, formal findings and admissions from the Financial Ombudsman Service investigator, ombudsman, and a complete chronological record of EE's conduct from 23 July 2025 to the date of this letter. That evidence is summarised throughout this letter and will be produced in full in any court proceedings. EE should proceed on the basis that every material document, internal record, and communication referenced below is in my possession or will be compelled by court disclosure.

1. Parties and Key References

Claimant	Jack Whittle, 266 Station Road, Bamber Bridge, Preston, PR5 6EB
Defendant	EE Limited (FCA reg. 715183; Companies House reg. 02382161), 1 Braham Street, London, E1 8EE
Agreement	Fixed Sum Loan Agreement - Consumer Credit Act 1974

Order ref	xko299591893
Account number	225386871
Agreement date	23 July 2025
Credit amount	£987.84 Advance payment: £30.00 Monthly: £27.44 x 36
Total device cost	£1,017.84
EE complaint ref	B2C0158669 / 2026-JW-COM-9191
FOS ref	PNX-5712039-X0S5 - Final Decision 27 February 2026
ICO complaint	Submitted 06 March 2026 - live
FCA report	Case ref 212127932 - filed 11 March 2026 - live
MP correspondence	Maya Ellis MP - submitted 11 March 2026
LBA ref	2026-JW-CASE-7443

2. Formation of the Agreement

2.1 On 23 July 2025 I entered into a Fixed Sum Loan Agreement with EE Limited for the purchase of an iPhone 16 Pro Max 256GB 'good as new.' Prior to placing the order, I spoke with an EE advisor by telephone who confirmed I had a pre-approved monthly spend limit of £55.20. I then placed an online order within that confirmed limit. The agreement was formed as follows:

- (a) EE presented a document formally titled "YOUR DEVICE CREDIT AGREEMENT - Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974" for signature. The presentation of that document for signature is itself an offer to enter into a binding regulated agreement.
- (b) I signed the agreement at 18:59:54 on 23 July 2025. The agreement states at Clause 2: "This device credit agreement is made on the date that you sign it." The agreement was therefore formed at the moment of my signature on 23 July 2025.
- (c) EE's failure to provide a counter-signed copy is irrelevant. Under Section 61 of the Consumer Credit Act 1974, my signature and the £30 payment completed the requirements for a binding regulated agreement. No counter-signature by EE was required.
- (d) The £30 advance payment was made and accepted by EE on 23 July 2025, satisfying the condition precedent at Clause 7. The agreement states that making the advance payment is the condition to the credit proceeding. That condition was satisfied. EE cannot accept payment under a contract and subsequently deny the contract's existence.
- (e) EE issued a written order confirmation on 23 July 2025 at 19:01:40 stating: "Thanks, we've got your order, we'll begin to work on it straight away" and referencing a "36 months interest free credit agreement." This confirmation contained no conditional language of any kind. It was absolute.

2.2 A binding regulated credit agreement was formed on 23 July 2025. This is not in dispute - the Financial Ombudsman Service's own Final Decision proceeds on the explicit basis that I "placed the order online and signed the credit agreement" and that EE "cancelled the credit agreement."

2.3 My case has been consistent from the outset. My initial submission to the Financial Ombudsman Service on 10 September 2025 documented the signed agreement, the £30 advance payment, and the Clause 7 condition precedent. The FOS formally recorded at that stage that I had "signed a regulated credit agreement" and "paid a £30 upfront fee." That foundation has never changed.

3. The Acceptance Signals - EE's Own Conduct Evidences Agreement Formation

3.1 The formation of the agreement on 23 July 2025 is evidenced not merely by my signature and payment, but by the following sequence of clear and unambiguous acceptance signals generated by EE itself:

- (a) Hard credit search - EE conducted a hard credit search on my credit file on 23 July 2025, consistent only with a firm intention to proceed with a regulated credit agreement. A hard search is not conducted on a provisional or conditional basis. It has a lasting impact on a consumer's credit file and is a serious step that signals firm intent.
- (b) Credit assessment activity on 23 July 2025 - EE's own internal records, disclosed in part via my Subject Access Request, confirm credit assessment activity on 23 July 2025 including a DCT record showing: Credit decision: Accept. Status: PCO: Success. This activity is consistent with EE's assessment of my creditworthiness on the date the Fixed Sum Loan Agreement was signed and supports the position that I was considered creditworthy by EE on that date.
- (c) Presentation of a regulated credit agreement for signature - EE presented a document formally titled "YOUR DEVICE CREDIT AGREEMENT - Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974" for my signature. This is not a provisional document. It is a regulated agreement under the Consumer Credit Act 1974.
- (d) Advance payment of £30 accepted - EE accepted my £30 advance payment on 23 July 2025. Clause 7 identifies this payment as the condition to the credit proceeding. By accepting it, EE confirmed the condition was satisfied and the agreement would proceed.
- (e) Order confirmation at 19:01:40 - EE issued a written order confirmation stating: "Thanks, we've got your order, we'll begin to work on it straight away" and referencing a "36 months interest free credit agreement." No conditional language. No caveat. No indication that any further step was required or that the agreement could be cancelled.
- (f) Pre-approved spend limit of £55.20 - EE's own advisor confirmed by telephone on 23 July 2025 that I had a pre-approved monthly spend limit of £55.20. The device I ordered fell within that limit. I placed the order in direct reliance on that confirmation. EE cannot confirm a spend limit and then cancel an order placed within it without explanation.
- (g) Credit Referrals confirmation - EE's own Credit Referrals team (Lee Fairlamb) confirmed in writing on 25 July 2025, in direct response to a query expressly referencing order xko299591893: "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." This is EE's own staff, in EE's own words, confirming acceptance after the cancellation had already been communicated to me.
- (h) Financial Ombudsman Service admission - The FOS Final Decision dated 27 February 2026 proceeds on the explicit basis that I "placed the order online and

signed the credit agreement" and that EE "cancelled the credit agreement." This is an admission by the designated statutory dispute resolution body that a signed agreement existed and was cancelled by EE.

3.2 A reasonable consumer would interpret that sequence of steps and communications as a clear and unambiguous signal that the order and finance had been accepted and would proceed. No reasonable consumer would interpret a hard credit search, an internal Accept decision, a confirmed spend limit, a signed regulated agreement, an accepted advance payment, and an order confirmation with no conditional language as indicating that the order remained pending and could be cancelled without explanation.

3.3 If EE's position is that the agreement remained conditional at the point of signature and payment, that condition needed to be stated clearly and prominently before signature and before payment was taken. It was not. The order confirmation contained no conditional language whatsoever. I was given no indication that any further step was required or that the agreement could be cancelled.

3.4 If EE's position is that the cancellation was due to fraud checks, identity verification, or any other offline verification step, then that basis should be clearly reflected in the customer-facing explanation provided at the time, in the order audit trail, and in the cancellation reason codes. It was not. EE cited "lending criteria / confidentiality" and has never provided any further explanation despite repeated requests over eight months. That explanation is directly contradicted by the "successfully accepted" messaging from EE's own Credit Referrals team.

3.5 Under the principle of contra proferentem, any ambiguity in EE's communications must be interpreted against EE as the party who drafted them. Under the doctrine of estoppel, EE is estopped from asserting that I was ineligible having represented through multiple channels that my application was accepted, having taken my advance payment, and having issued an order confirmation - all of which I relied upon to my detriment.

4. FOS Investigation - Formal Admissions and Internal Contradictions

4.1 The Financial Ombudsman Service investigation produced a series of formal admissions and findings that are directly relevant to these proceedings. I set them out below. A judge will not be constrained by the FOS's "fair and reasonable" standard - a judge will apply contract law. The admissions below are therefore significantly more powerful in a court context than they were before the FOS.

4.2 Admission 1 - EE's "successfully accepted" email was inaccurate

The FOS Investigator stated in her preliminary view of 19 January 2026:

"I have noted that in this email EE told Mr Whittle his application had been successful, which was inaccurate. I think this would've caused further frustration and confusion."

This is a formal admission by the FOS investigator that EE provided inaccurate information to me. EE told me my application was "successfully accepted" when, on EE's own case, it was not. This admission directly supports my claim of negligent misstatement - EE made a false statement of fact that I relied upon to my detriment.

4.3 Admission 2 - It would be a breach of contract without a valid reason

The FOS Investigator stated:

"It would be considered a breach of contract if there was not a valid reason for the decline."

The Investigator then accepted EE's assertion of "commercially sensitive criteria" as a valid reason without requiring EE to evidence it. A County Court judge will not do this. EE cannot assert commercial sensitivity as a shield against a breach of contract claim. EE must prove to a judge that it had a lawful contractual basis for cancelling a signed, regulated agreement. The Investigator has helpfully defined the test: without a valid reason, it is a breach of contract. EE has never provided one.

4.4 Admission 3 - The application was always going to be declined

The FOS Investigator stated:

"He has applied for an application online which was always going to be declined because EE's website only offers Flex Pay agreements which Mr Whittle was not eligible for."

This statement creates a logical impossibility when read alongside Admission 1 and the Credit Referrals confirmation. If the application was "always going to be declined," then:

- (a) EE's advisor's confirmation of a £55.20 monthly spend limit was a negligent misstatement - EE directed me to a process it knew I could not complete.
- (b) EE's presentation of the fixed sum loan agreement for my signature was done in circumstances where EE knew or ought to have known the agreement could not proceed - this is relevant to bad faith and to whether EE met its obligations under the Consumer Rights Act 2015 to perform its services with reasonable care and skill.
- (c) Lee Fairlamb's statement that the application was "successfully accepted on 23rd July 2025" cannot simultaneously be true. Statement A (successfully accepted) and Statement B (always going to be declined) are mutually exclusive. Both cannot be true. EE must account for this contradiction before a judge.

4.5 The logical impossibility - two statements that cannot coexist

Statement A (Lee Fairlamb, EE Credit Referrals, 25 July 2025): "your application was successfully accepted on 23rd July 2025."

Statement B (FOS Investigator's View, 19 January 2026, citing EE's own position): "always going to be declined because EE's website only offers Flex Pay agreements which Mr Whittle was not eligible for."

These two statements cannot coexist. Either:

- (a) Statement A is true - in which case a binding contract was formed on 23 July 2025 and EE's subsequent cancellation is a repudiatory breach of contract; or
- (b) Statement B is true - in which case EE's systems and staff directed me into a process they knew would fail, confirmed a spend limit they knew was inapplicable, presented a regulated agreement for signature they knew could not proceed, and accepted £30 from me knowing the agreement would be cancelled. That is negligent misstatement at minimum and bad faith at worst.

In either case, EE is liable. The FOS was unable to resolve this contradiction because it is not a court. A judge will resolve it.

4.6 Admission 4 - I had not done anything wrong

The FOS Investigator confirmed that I "hadn't done anything wrong" and that EE had "incorrectly advised" me. This shifts the entire burden of proof onto EE to explain why it cancelled a "successful" order. That burden has not been discharged in eight months of correspondence.

4.7 EE's non-cooperation with the FOS investigation

I place on record the following evidence of EE's deliberate obstruction of the FOS investigation - obstruction that mirrors its obstruction of my Subject Access Request:

- (a) 17 December 2025 - The FOS Investigator wrote to me stating she required further information from EE before reaching an outcome, specifically: the loan application including credit and affordability checks, an explanation of why I was directed to make a purchase online rather than in store, and an explanation of how customers can distinguish Flex Pay agreements when making online purchases. The FOS Investigator had to request this information from EE - the very same categories of information I had requested in my Subject Access Request submitted on 26 November 2025.
- (b) 12 January 2026 - The FOS Investigator wrote to me stating: "I'm not able to provide an outcome yet because EE hasn't supplied all the details I need - specifically, information to confirm whether the correct process was followed in its decision to decline your application. I've escalated this internally and requested the missing details as a priority."

The significance of these two communications cannot be overstated. EE withheld from a statutory regulator conducting a live regulatory investigation the very same data it has withheld from me in my Subject Access Request. The FOS Investigator had to escalate internally and request the data "as a priority" - and EE still did not provide it in full. If EE was withholding evidence from the Financial Ombudsman Service, its refusal to provide it to me in my SAR was not inadvertent. It was wilful.

In any court proceedings, I will invite the court to draw an adverse inference from EE's refusal to produce the order audit trail for xko299591893 - both to the FOS and to me. Where a party withholds evidence that would be expected to support its own case if its case were sound, the court may infer that the withheld evidence does not support that case. EE has had eight months to produce the audit trail. It has not done so.

5. Breach of Contract

5.1 On 24 July 2025 EE purported to cancel the agreement, informing me I was "ineligible." EE has subsequently cited "lending criteria / confidentiality" as the basis for cancellation.

5.2 The agreement's termination provisions at Clause 20 permit EE to terminate in two circumstances only: non-payment by me, or termination of plan services for breach. Neither applies. "Lending criteria / confidentiality" does not appear anywhere in the agreement as a basis for termination after signature and advance payment. EE has never provided any contractual basis for the cancellation despite repeated requests over eight months.

5.3 EE's cancellation of the agreement on 24 July 2025 constitutes a repudiatory breach of the Fixed Sum Loan Agreement dated 23 July 2025.

5.4 On redress, I do not consider £150 - the award made by the Financial Ombudsman Service - proportionate given the regulated credit context and the number of clear acceptance signals EE generated before cancellation. The FOS acknowledged it could not make findings on breach of contract - that is a matter for this court. A regulated credit agreement for £987.84 over 36 months was formed, satisfied in full by me, and then cancelled without contractual basis. The court is invited to determine the appropriate remedy.

6. Negligent Misstatement and Consumer Rights Act 2015

6.1 In the alternative or in addition to the breach of contract claim, I rely on the following negligent misstatements made by EE:

- (a) The confirmation by an EE advisor on 23 July 2025 that I had a pre-approved monthly spend limit of £55.20 - a statement I relied upon in placing my order. If EE's position is that the application was "always going to be declined," that statement was negligently inaccurate.
- (b) The presentation of a regulated credit agreement for signature in circumstances where EE knew or ought to have known the agreement could not proceed - conduct that falls below the standard of reasonable care and skill required by section 49 of the Consumer Rights Act 2015.
- (c) The "successfully accepted" messaging from EE's Credit Referrals team on 25 July 2025 - formally acknowledged by the FOS Investigator as inaccurate and as having caused frustration and confusion.

6.2 I relied upon each of these statements to my detriment. I placed an order, signed a regulated agreement, made an advance payment, and arranged to receive a device - all in reliance on EE's representations that my application had been accepted and would proceed.

7. Misrepresentation to the Financial Ombudsman Service

7.1 On 15 August 2025, I accepted a goodwill payment of £50 strictly on a without-prejudice basis and under explicit written conditions that it did not signify the resolution of my complaint. EE confirmed in writing on 17 August 2025 that the payment would be processed "on the conditions you have stated."

7.2 Subsequently, in September 2025, EE informed the Financial Ombudsman Service that the issue was "resolved" - a statement that was inaccurate, misleading, and directly contradicted EE's own written acknowledgment of my conditions dated 17 August 2025. I possess the written documentation of both EE's acceptance of my conditions and EE's later misrepresentation to the FOS.

7.3 This conduct is pertinent to EE's good faith in fulfilling its obligations and any evaluation of damages by the court

8. EE Executive Complaints - Refusal to Engage and Regulatory Breach

8.1 On 09 March 2026 I submitted a new formal complaint to EE Executive Complaints (ref: 2026-JW-COM-9191) raising three distinct matters that had never previously been the subject of a Final Response from EE: the continuing SAR breach, EE's misrepresentation of

settlement status to the Financial Ombudsman Service, and the absence of any contractual basis for the cancellation of the Fixed Sum Loan Agreement dated 23 July 2025.

8.2 The same day, 09 March 2026, Lynn O'Brien-Bird of EE Executive Complaints responded in writing as follows:

"In relation to the decision made regarding your complaint. We would not be revisiting this. Please either reach back out to The Financial Ombudsmen, or take the necessary action if you want to pursue this further. Any further emails in relation to this same issue, will be noted against but not responded to."

8.3 I place on record the following observations regarding that response:

- (a) EE characterised the new complaint as "this same issue" - confirming that EE read the complaint and made a deliberate choice to dismiss it rather than engage with it. EE did not dispute that the new complaint raised distinct matters. It simply refused to address them.
- (b) EE directed me to "reach back out to The Financial Ombudsmen" - despite the FOS having already issued a Final Decision on 27 February 2026 with an acceptance deadline of 27 March 2026. EE was aware of that deadline. Directing me back to the FOS at that stage was not a genuine signpost - it was a deflection.
- (c) EE stated that "any further emails in relation to this same issue, will be noted against but not responded to" - a blanket and explicit refusal to engage with any further correspondence on a live regulated complaint. This is not a Final Response for the purposes of DISP. It is not a response at all.
- (d) EE's response addressed me as "Rebecca" - not my name. That error is consistent with the pattern of careless handling documented throughout this matter and confirms that EE's response was not tailored to my correspondence.

8.4 On 10 March 2026 I spoke with Lynn O'Brien-Bird by telephone. She reiterated verbally that EE would not be revisiting the complaint. That verbal refusal has been documented in writing and is on the record.

8.5 On 09 March 2026 - the same day as the written refusal - EE's SAR team issued a new Subject Access Request confirmation request under Request ID 4LEA7FS34Z. This was an attempt to reframe the outstanding and overdue SAR obligation - already in breach since 26 February 2026 - as a new request, thereby resetting the compliance clock. I declined to confirm the new request, placed EE on notice in writing, and reported the attempted reset to the Information Commissioner's Office. The timing of this attempt - on the same day as the blanket refusal to engage with the new complaint - is not coincidental. It forms part of the same pattern of deliberate obstruction.

8.6 EE Limited is a firm authorised and regulated by the Financial Conduct Authority (FCA reg. 715183). Under DISP 1.2.1 R of the FCA's Dispute Resolution sourcebook, EE is required to operate appropriate and effective internal complaint handling procedures for handling any expression of dissatisfaction, whether justified or not. Under DISP 1.6.2 R, EE is required to provide a substantive final response within eight weeks of receipt of a complaint. These are regulatory obligations. They are not subject to override by a member of staff stating verbally or in writing that EE will not engage.

8.7 Lynn O'Brien-Bird's written and verbal refusals do not constitute a Final Response for the purposes of DISP. They do not address a single substantive point raised in complaint ref 2026-

JW-COM-9191. They do not provide reasons. They do not inform me of my right to refer the matter to the Financial Ombudsman Service. They are, for the purposes of DISP, no response at all.

8.8 As a direct consequence of EE's written refusal on 09 March 2026 and verbal refusal on 10 March 2026, I submitted a formal report to the Financial Conduct Authority on 11 March 2026 (case ref: 212127932) regarding EE's breach of DISP 1.2.1 R and DISP 1.6.2 R. The FCA has confirmed receipt. That report remains live.

8.9 Also on 11 March 2026, I wrote formally to EE setting out in full its obligations under the FCA's Dispute Resolution sourcebook. That letter reproduced verbatim the relevant provisions of DISP 1.2.1 R and DISP 1.6.2 R, provided a direct link to the FCA Handbook, and stated explicitly that whether to engage with a regulated complaint is not a choice available to a regulated firm - it is a regulatory obligation. I drew EE's specific attention to the words "whether justified or not" in DISP 1.2.1 R, making clear that EE cannot pre-determine that a complaint is not worth responding to. EE did not respond to that communication.

8.10 I place on record that EE's characterisation of complaint ref 2026-JW-COM-9191 as 'this same issue' is factually and legally incorrect. The new complaint raised three distinct matters that had never previously been the subject of a Final Response from EE: the continuing SAR breach, the misrepresentation of settlement status to the Financial Ombudsman Service, and the absence of any contractual basis for the cancellation. These are new and distinct matters giving rise to a separate complaint obligation under DISP. EE's refusal to acknowledge that distinction is not a misunderstanding. It is a deliberate strategy to avoid a regulated obligation by conflating it with a concluded one. That strategy does not discharge EE's DISP obligations. It compounds the breach.

9. Breach of UK GDPR - Articles 12 and 15

9.1 I submitted a comprehensive Subject Access Request to EE's Data Protection Officer on 26 November 2025. EE extended the deadline to 26 February 2026 under Article 12(3) UK GDPR. As of the date of this letter, EE is in a 28-day state of total statutory breach since the extended deadline of 26 February 2026 expired without full compliance.

9.2 The following categories of personal data remain outstanding despite two partial disclosures:

- (a) The full system audit trail for order xko299591893 - including all system-generated and manual log entries, every status change, every timestamp, and every cancellation reason code from placement to cancellation.
- (b) All credit and eligibility decisioning outputs, reason codes, risk flags, and internal decision review notes - including all eligibility processing steps associated with order xko299591893.
- (c) All internal communications between Credit Referrals, Offline Order Processing, Sales, and Executive Complaints relating to the cancellation of order xko299591893 - including the exchange involving Lee Fairlamb on 25 July 2025.
- (d) All communications between EE and the Financial Ombudsman Service relating to this complaint.
- (e) Article 15(1) information including purposes, recipients, retention periods, and automated decision-making information.

9.3 EE has read and ignored three separate follow-up communications - each confirmed by read receipt. On 09 March 2026 EE's SAR team attempted to reset the compliance clock by issuing a new Subject Access Request confirmation request under Request ID 4LEA7FS34Z - an attempt to reframe an outstanding and overdue legal obligation as a new request. I declined to confirm that request and placed EE on notice. This conduct is addressed in full in section 8.5 above.

9.4 Critically, the evidence of EE's deliberate obstruction is not limited to my own SAR correspondence. As documented in section 4.7 above, the FOS Investigator herself was required to chase EE for the same categories of data on 17 December 2025 and to escalate internally on 12 January 2026 because EE had not provided the information needed to determine whether the correct process was followed. EE withheld the order lifecycle data from a statutory regulator conducting a live investigation. That conduct was not inadvertent delay. It was wilful obstruction.

9.5 A formal complaint has been submitted to the Information Commissioner's Office on 06 March 2026 and remains live. A formal report has been submitted to the Financial Conduct Authority on 11 March 2026 (case ref: 212127932) and remains live.

9.6 EE's continuing breach of Articles 12 and 15 UK GDPR has caused me direct and serious prejudice. The withheld records - specifically the order audit trail for xko299591893 and the cancellation reason codes - are the primary evidential records in this dispute. Their deliberate withholding has prevented me from fully assessing the strength of my legal position and has directly prejudiced my ability to make informed decisions within the deadlines imposed by the Financial Ombudsman Service.

10. Regulatory Track Record and Pattern of Conduct

10.1 I place on record the following pattern of conduct by EE throughout this matter, which I will rely upon in any court proceedings as evidence of EE's bad faith and as relevant to any assessment of damages:

- (a) Cancellation of a signed regulated credit agreement without contractual basis - 24 July 2025.
- (b) Failure to provide any contractual basis for the cancellation despite repeated requests over eight months.
- (c) Internal contradiction - Credit Referrals team confirming the application was "successfully accepted" on the same date EE claims it was always going to be declined.
- (d) Confirmation of a £55.20 monthly spend limit that proved inapplicable to the product offered.
- (e) Deliberate withholding of order lifecycle data from the FOS Investigator - December 2025 and January 2026.
- (f) Misrepresentation of settlement status to the Financial Ombudsman Service - September 2025.
- (g) Deliberate non-engagement with three separate SAR follow-up communications - each confirmed by read receipt.
- (h) Attempted reset of the SAR compliance clock - 09 March 2026.
- (i) Written and verbal refusal by Lynn O'Brien-Bird to engage with new formal complaint ref 2026-JW-COM-9191 in breach of DISP 1.2.1 R and DISP 1.6.2 R - 09 and 10 March 2026 - including a blanket statement that further emails would not

be responded to and a direction back to the FOS despite a Final Decision already having been issued.

- (j) Continued withholding of the primary evidential records in a live dispute involving a signed regulated credit agreement, an ICO complaint, an FCA report, and prospective court proceedings.

10.2 The following regulatory complaints and reports are currently live:

- ICO complaint - submitted 06 March 2026.
- FCA report - case ref 212127932 - filed 11 March 2026.
- FOS service complaint - ref PNX-5712039-X0S5 - under investigation.
- MP correspondence - Maya Ellis MP - submitted 11 March 2026.

10.3 Should I issue proceedings, standard civil procedure disclosure rules will compel production of the order audit trail for xko299591893, all internal decisioning records, all internal communications relevant to the cancellation, and all communications with the Financial Ombudsman Service - the very documents EE has refused to produce voluntarily for over eight months. Their absence from voluntary disclosure will itself be a matter for the court's consideration. I will invite the court to draw an adverse inference from EE's continued refusal to produce these records.

10.4 Of all the personal data categories requested in my Subject Access Request dated 26 November 2025, one stands above all others in its significance to this dispute: the full system audit trail for order xko299591893, including all status changes, timestamps, and cancellation reason codes from placement to cancellation. EE has disclosed account notes. EE has disclosed partial correspondence. But the two documents that sit at the heart of this claim - the signed credit agreement and the order audit trail - have not been disclosed in either partial SAR response, despite both being documents EE is obliged to produce under Article 15 UK GDPR and both being directly relevant to the central question before the court.

The signed credit agreement presented to me for signature carried the internal document reference EE-IH-DCA-103D and contained a Credit Agreement Number field that would have been populated upon my electronic signature at 18:59:54 on 23 July 2025. EE holds a signed version of that agreement bearing a specific, identifiable Credit Agreement Number. That document - identifiable by reference, by date, and by signature timestamp - has not been disclosed. Its existence is not in doubt. Its absence from disclosure is. The agreement terms I rely upon in this letter were retained by me directly from EE's website at the point of ordering - not provided by EE. That raises a question EE must answer: what does the signed version, as held by EE, contain that the website version does not.

It is the order audit trail, however, that holds the answer to the central question in this dispute - what actually happened between the credit assessment on 23 July 2025 and the cancellation communicated on 24 July 2025, and on what basis a signed regulated agreement was cancelled without a contractual ground appearing in Clause 20. That document contains every system-generated status change, every internal decision, every reason code, and every timestamp in the order lifecycle from placement to cancellation. It would either confirm or destroy EE's stated position entirely.

EE has had eight months to produce it. It has not done so - not to me, not to the Financial Ombudsman Service investigator who escalated internally to obtain it, and not in response to an ICO complaint or an FCA report. A party with nothing to hide does not hide documents. If the order audit trail supported EE's case, EE would have produced it at any point across eight

months of correspondence - to me directly, to the Financial Ombudsman Service investigator, in response to the ICO complaint, or in response to the FCA report. At every stage, across every channel, it has not been produced. Its continued and deliberate absence is the most telling feature of this entire matter. I will invite the court to draw the appropriate adverse inference - and I am confident it will.

11. Remedies Sought

11.1 I am seeking the following remedies from EE Limited:

- (a) Expectation damages - compensation for the loss of bargain resulting from EE's repudiatory breach of the Fixed Sum Loan Agreement dated 23 July 2025, including the difference between the contracted price and the current market cost of the same or equivalent device and plan.
- (b) Damages for negligent misstatement - arising from EE's confirmation of a spend limit that proved inapplicable, its presentation of a regulated agreement for signature in circumstances where EE knew or ought to have known the agreement could not proceed, and the "successfully accepted" messaging formally acknowledged by the FOS as inaccurate.
- (c) Damages for distress and inconvenience - arising from EE's repudiatory breach of contract, its misrepresentation to the Financial Ombudsman Service, and the cumulative effect of its obstructive conduct over eight months.
- (d) Damages under the Data Protection Act 2018 - for EE's continuing and wilful breach of Articles 12 and 15 UK GDPR, including the distress caused by the deliberate withholding of primary evidential records in a live dispute over an extended period.
- (e) Disclosure - full compliance with the outstanding Subject Access Request dated 26 November 2025, including the complete system audit trail for order xko299591893, all decisioning outputs, reason codes, and all internal communications relating to the cancellation.
- (f) Interest - pursuant to section 69 of the County Courts Act 1984.

11.2 The total value of this claim will be quantified following receipt of the outstanding SAR evidence. I reserve the right to revise the claim value upwards upon receipt of that evidence.

12. Response Required

12.1 I require EE Limited to respond to this letter within 14 days of the date of this letter - by 09 April 2026 - confirming:

- (a) Whether EE accepts that a binding Fixed Sum Loan Agreement was formed on 23 July 2025.
- (b) Whether EE accepts that its cancellation of that agreement on 24 July 2025 was in breach of Clause 20.
- (c) What remedy EE proposes in settlement of this claim.
- (d) Whether EE will provide full SAR compliance within 14 days of the date of this letter, including the complete system audit trail for order xko299591893.

12.2 If EE fails to respond within 14 days, or provides a response that does not adequately address the matters raised, I will issue proceedings in the County Court without further notice.

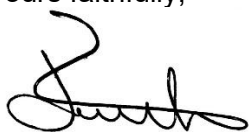
12.3 I also put EE on notice that in any court proceedings I will rely on EE's conduct throughout this matter - as documented in section 10 above - as evidence of EE's bad faith and as relevant to any award of damages. A judge will have sight of the complete chronology of EE's conduct from 23 July 2025 to the date of proceedings, including EE's deliberate obstruction of the FOS investigation, its wilful withholding of data from both a statutory regulator and a consumer exercising statutory rights, and its blanket refusal to engage with a regulated complaint obligation.

12.4 EE Limited is required to preserve all electronic and paper records relating to order xko299591893 and BAN 225386871, including but not limited to system audit logs, order lifecycle records, internal messaging, credit and eligibility decisioning records, communications with the Financial Ombudsman Service, and all data relating to the cancellation of the Fixed Sum Loan Agreement dated 23 July 2025. This obligation arises from receipt of this letter. Destruction, deletion, alteration, or concealment of any relevant record after receipt of this letter may constitute spoliation of evidence and will be brought to the attention of the court. EE has already been placed on formal data preservation notice in previous correspondence. That notice is hereby renewed and extended to cover all proceedings contemplated in this letter.

If a substantive response is not received by 17:00 on 09 April 2026, proceedings will commence without further notice.

This is an open letter. In the event that proceedings are issued, this letter will be brought to the attention of the Court on the issue of costs, pursuant to the Civil Procedure Rules.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Jack Whittle', written in a cursive style.

Jack Whittle

CC: Data Protection Officer - cpo@bt.com;
Regulatory Affairs - regulatory.affairs@bt.com;
Compliance Team - compliance@bt.com;
Compliance Committee - cao@bt.com