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My ref: 2026-JW-COM-9191  
Your ref:

Monday, 9 March 2026

Executive Complaints Team  
EE Limited  
1 Braham Street  
London  
E1 8EE

Delivered by email: [claire.gillies@ee.co.uk](mailto:claire.gillies@ee.co.uk)

Dear Sir/Madam,

**Re: Final Notice - SAR Non-Compliance, FOS Outcome, and Notice of Potential Legal Action - BAN 225386871 / Order xko299591893**

PRIVATE &  
CONFIDENTIAL

ORIGINAL  
COMPLAINT!

## 1. Purpose of this letter

This letter constitutes a new formal complaint arising from EE's conduct since the original complaint (EE ref: B2C0158669; FOS ref: PNX-5712039-X0S5), including EE's continuing breach of its SAR obligations, its misrepresentation of settlement status to the Financial Ombudsman Service, and its failure to provide any contractual basis for the cancellation of the agreement. The background to the original matter is summarised below for context.

This letter serves three further purposes. First, it provides EE's Executive Complaints team with a concise summary of the background and current position, as it has come to my attention that not all relevant teams within EE are aware of the full picture. Second, it formally notifies EE that an ICO complaint has been submitted regarding EE's continuing breach of its SAR obligations. Third, it places EE on notice that I am now actively considering legal proceedings, and that EE's response - or continued silence - will inform that decision.

I am giving EE one final opportunity to comply before I determine my next steps.

## 2. Background - what happened

2.1 On 23 July 2025, following telephone advice from an EE advisor confirming I had passed a credit assessment with an approved monthly spend of £55.20, 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 (order ref: xko299591893; BAN: 225386871).

2.2 EE's own internal records confirm the following sequence on that date:

1. 14:32:38 - DCT credit check: Credit decision: Accept. Status: PCO: Success.
2. 18:59:54 - Signature timestamp recorded.
3. 19:01:04 - Order placed.

4. 19:01:40 - Order confirmation email issued: "Thanks, we've got your order, we'll begin to work on it straight away" and "36 months interest free credit agreement."

2.3 The credit agreement states at Clause 2: "This device credit agreement is made on the date that you sign it." Clause 7 states that making the advance payment is a condition to the credit proceeding - that payment of £30.00 was made and accepted by EE on 23 July 2025. The condition precedent was satisfied.

2.4 On 24 July 2025 I was informed the order had been cancelled because I was "ineligible." No contractual basis was provided. EE's Final Response 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."

2.5 The agreement's termination provisions at Clause 20 permit EE to terminate in two circumstances only - non-payment by the customer, or termination of plan services for breach. Neither applies here. "Lending criteria / confidentiality" does not appear anywhere in the agreement as a basis for termination after signature and advance payment.

2.6 On 25 July 2025, EE's own Credit Referrals team (Lee Fairlamb) confirmed in writing, 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."

2.7 On 15 August 2025 I accepted a £50 goodwill payment strictly on a without-prejudice basis and on express written conditions. EE confirmed in writing on 17 August 2025 that the cheque would be arranged "on the conditions you have stated." EE subsequently told the Financial Ombudsman Service the matter was "resolved" - a representation that was inaccurate, misleading, and in direct contradiction to EE's own written acceptance of my conditions.

### **3. FOS outcome**

3.1 The Financial Ombudsman Service issued a Final Decision on 27 February 2026 (ref: PNx-5712039-X0S5), awarding £150 compensation and directing removal of the application from my credit file.

3.2 I have not accepted that decision. The acceptance deadline is 27 March 2026.

3.3 The Ombudsman's Final Decision explicitly states that I am entitled to take my complaint to a court of law if I do not accept her decision. I am actively considering that option.

### **4. SAR non-compliance - ICO complaint submitted**

4.1 On 26 November 2025 I submitted a comprehensive Subject Access Request to EE's Data Protection Officer. EE extended the deadline to 26 February 2026 under Article 12(3) UK GDPR.

4.2 On 12 February 2026 EE provided a partial disclosure. The following categories of personal data remain outstanding:

1. Full system audit trail and order lifecycle records for order xko299591893, including status changes, timestamps, and cancellation reason codes;
2. Credit and eligibility decisioning outputs, reason codes, and risk flags;

3. Internal communications between Sales, offline order processing, Credit Referrals, and Executive Complaints teams;
4. Communications and submissions made to the Financial Ombudsman Service;
5. Article 15(1) information including purposes, recipients, retention periods, and automated decision-making information.

4.3 I issued a formal incompleteness letter on 13 February 2026 (read receipt confirmed: 10:33). No response was provided. The extended deadline of 26 February 2026 expired without compliance. I sent a further chaser on 26 February 2026 and a formal breach notice on 02 March 2026 (read receipt confirmed: 10:31). EE has read every communication and responded to none.

4.4 EE is therefore in continuing breach of Articles 12 and 15 UK GDPR. I submitted a formal complaint to the Information Commissioner's Office on 06 March 2026. The ICO has confirmed receipt. EE should expect to be contacted by the ICO in due course.

4.5 EE is reminded that it has been formally placed on notice to preserve all relevant data, logs, audit records, system entries, and internal communications relating to BAN 225386871 and order xko299591893. Destruction, deletion, or alteration of any such material following receipt of that notice may constitute spoliation and will be reported accordingly.

## **5. Notice of potential legal action**

5.1 The Financial Ombudsman Service Final Decision dated 27 February 2026 states in terms: "when Mr W placed the order online and signed the credit agreement" and "Our investigator was satisfied that EE did nothing wrong by cancelling the credit agreement." The FOS has therefore proceeded on the explicit basis that a credit agreement existed and was signed. That is not in dispute.

5.2 I am now actively considering issuing proceedings in the County Court against EE Limited for breach of that Fixed Sum Loan Agreement dated 23 July 2025, on the following grounds:

(a) The agreement was formed on the date of signature - Clause 2 states: "This device credit agreement is made on the date that you sign it." EE's own internal order export records the signature timestamp as 23 July 2025 at 18:59:54.

(b) The condition precedent to the credit proceeding was satisfied - Clause 7 states that making the advance payment is a condition to the credit proceeding. The £30 advance payment was made and accepted by EE on 23 July 2025.

(c) EE cancelled the agreement on a ground that does not exist in the agreement - "lending criteria / confidentiality" does not appear anywhere in Clause 20, which exhaustively provides only two termination grounds: non-payment by the customer, or termination of plan services for breach. Neither applies.

(d) EE has failed to provide any contractual basis for the cancellation despite repeated requests across multiple channels over eight months.

(e) EE's own Credit Referrals team confirmed in writing on 25 July 2025 that the application was "successfully accepted on 23rd July 2025" and was "unsure" why the

order was cancelled - directly contradicting EE's cancellation narrative and supporting the position that the agreement was formed and should have proceeded.

(f) EE misrepresented the settlement status to the Financial Ombudsman Service in September 2025, telling the FOS the matter was "resolved" despite my express without-prejudice conditions and EE's own written acceptance of those conditions - conduct which is relevant to the question of good faith and to any assessment of damages.

(g) EE has failed to produce the order audit trail for xko299591893 that would evidence its own stated "offline team verification" narrative - raising a reasonable inference that those records do not support EE's position.

5.3 In addition, and taken together, the following compound the seriousness of EE's conduct and will form part of any claim:

1. The agreement was formed on the date of signature and the condition precedent was satisfied by payment - EE had no contractual right to cancel.
2. EE cancelled without a valid contractual basis and has never provided one.
3. EE's own internal communications contradict its cancellation narrative.
4. EE has withheld the primary evidence - the order audit trail - that would test its own stated explanation.

5.4 I am further considering a claim for damages under the UK GDPR and the Data Protection Act 2018 arising from EE's deliberate and continuing non-engagement with my Subject Access Request - including the failure to respond to three separate follow-up communications, each read and ignored, in breach of Articles 12 and 15 UK GDPR.

5.5 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. EE should be under no illusion that those documents will remain hidden in the event of litigation. Their absence from voluntary disclosure will itself be a matter for the court's consideration.

## **6. Final opportunity to comply**

6.1 I am giving EE one final opportunity to avoid litigation by complying with the following by 23 March 2026:

(a) Providing the complete SAR response as detailed in section 4.2 above, including the full system audit trail for order xko299591893, decisioning outputs, reason codes, and FOS communications; or

(b) Confirming explicitly, in respect of each category of outstanding data, whether that data: is disclosed herewith; is not held; or is withheld - identifying the precise statutory exemption relied upon under the UK GDPR or the Data Protection Act 2018.

6.2 If EE fails to comply by 23 March 2026, I will determine my next steps, which may include issuing court proceedings, without further notice.

EE Limited is now on formal notice.

Yours faithfully,

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

Jack Whittle