

Whittle, Jack

From: Whittle, Jack <jackwhittle@zoho.com>
Sent: 24 July 2025 07:38
To: claire.gillies@ee.co.uk
Subject: Formal Complaint - EE's Misleading Credit Agreement Practices, Refused Device Order & Potential Breach of FCA Conduct Rules (BAN: 225386871) - Order xko299591893

Importance: High
Sensitivity: Confidential

Dear Claire Gillies,

I am writing to raise a **formal and serious complaint** about EE's recent handling of my device credit agreement application, which I believe demonstrates **systemic failings in your customer journey, a concerning lack of transparency, and potentially non-compliant practices** under FCA regulations governing consumer credit.

In short: your processes are **misleading, stressful, and borderline deceptive** — and I am prepared to escalate this to the **Financial Ombudsman Service (FOS)** and **Financial Conduct Authority (FCA)** if a satisfactory resolution is not achieved swiftly.

spoke with your advisor **Dan** by phone, who informed me that following a successful credit check, I was approved for a **monthly spend limit of £55.20**. I was given a **Billing Account Number (BAN): 225386871** and advised that I could visit a store to explore options — including a **refurbished ("Good As New") handset** or a new device.

At that point, Dan made clear that I was **not eligible for "Flex Pay"**, but was still assured that I could obtain a device within the approved monthly spend. This created a reasonable and legitimate expectation that I could proceed.

In store, I was told I would need to undergo **another credit check**, which I refused — reasonably — given that I had *just* passed one over the phone. The in-store team then informed me that refurbished handsets could **only be ordered online**.

Following that guidance, I went online and selected an iPhone 16 Pro Max (256GB, Desert Titanium – "Good As New"), fully within the boundaries of my approved spend. I was prompted to:

- **Sign a regulated credit agreement** (for a fixed-sum loan),
- **Pay a £30 upfront fee**, and
- **Complete the full checkout process**.

This created a **legally binding agreement** — not a mere expression of interest.

Shortly afterward, I received a vague and nondescript email asking me to call EE. Upon doing so, I was bluntly informed that my order had been cancelled because I was "ineligible". No specific reasoning. No formal notification. No trace of professionalism.

Let me outline, with absolute clarity, the **serious concerns** I have:

1. Misleading and Confusing Information

There is **no clear distinction** — either online or in conversation — between what is permitted under a “monthly spend limit” versus what is exclusively tied to “Flex Pay.”

Your website *intentionally obscures* this, allowing customers like me to proceed through an entire credit application journey without ever being warned that they are *not eligible to complete the transaction*.

This is not poor design. This is **systematically misleading** and **designed to deceive**.

2. Unfair and Unlawful Cancellation of a Signed Credit Agreement

I entered into a formal contract, provided upfront payment, and received confirmation. If I — the consumer — were to break that agreement post-signing, EE would hold me accountable under the terms of the contract. Yet when *EE* cancels it? I’m expected to just walk away without question.

This is not just frustrating — it **undermines the very foundation of regulated credit agreements**, and I believe it may represent a **breach of FCA CONC rules**, particularly:

- **CONC 2.5.3R – Fair Treatment of Customers**
- **CONC 3.3.1R – Clear and not misleading financial promotions**
- **CONC 4.2.5R – Providing adequate explanations before entering a regulated credit agreement**

3. Wasted Time, Emotional Stress, and Customer Harm

This entire ordeal has been a **source of significant stress and frustration**. I have wasted **hours of my time**, been sent from pillar to post by staff who are just as unclear as your customers, and emotionally whiplashed by what should have been a straightforward purchase.

Why does EE allow ineligible customers to:

- Sign contracts?
- Make payments?
- Pass through a checkout funnel with **no restrictions or barriers**?

I’ll tell you why: because the system is **built to look like success until the very end**, at which point the rug is pulled. This is **bait-and-switch behaviour**.

I am requesting — and fully expect — the following, in writing:

1. A detailed and transparent explanation of **why my signed credit agreement was cancelled**.
2. Clarification on **what criteria I failed** and why **those checks weren’t carried out before allowing me to complete the process**.
3. Full disclosure of **any credit reference agencies used**, and confirmation of whether a footprint has been left on my file.
4. Written assurance that **my credit score will not be negatively impacted**.
5. Confirmation of the **status and refund of the £30 upfront fee**, if not already returned.
6. An explanation as to **why Flex Pay eligibility isn’t communicated clearly and upfront**, especially to customers with a spend limit.

Unless I receive a **timely, detailed, and satisfactory response**, I will be escalating this matter to the **Financial Ombudsman Service (FOS)** and notifying the **FCA** directly of what I believe is:

- A **failure to treat customers fairly**;
- A lack of transparency in financial promotion and eligibility criteria;
- And the execution of **legally ambiguous practices** that undermine trust in regulated agreements.

I am also prepared to take this to **public forums, social media, and consumer advocacy platforms**, should this not be resolved.

I have every right to be angry. I followed your process, acted in good faith, and was strung along only to be dismissed without dignity or detail. I deserve answers. I deserve compensation. And more importantly — I deserve not to be treated like a number by a corporation hiding behind opaque systems and half-truths.

Fix this. Fast.

You may contact me directly on **01772 984878** to discuss this matter. I expect a written response within **14 days** in line with standard complaint handling timeframes.

Sincerely,

Jack Whittle

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jackwhittle@zoho.com

Order: xko299591893

Tel: 01772 984878

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