

The complaint

Mr A has complained that Santander UK Plc unfairly sold a debt to a third party.

What happened

Mr A had a joint account with his wife, which had an outstanding debt. Santander took the decision to sell this to a third party. Mr A feels this was unfair, because he was going through divorce proceedings, and it hadn't yet been decided who was going to be responsible for paying the debt, and in what proportion.

Santander responded to say it was entitled to sell the debt, as per the terms and conditions of the account. And, any offer to make partial settlement (for example), should now be directed to the third party debt owner.

One of our investigators looked into what had happened, but didn't think Santander had acted unfairly.

Mr A disagreed. He feels that Santander acted unfairly, because he'd already sent it paperwork showing the proposed split, and this was being finalised.

The complaint's now been passed to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding it. I know this will be disappointing for Mr A, but I'll explain why.

The terms and conditions of the account, at term 16, say:

"We can transfer any of our rights or responsibilities under this agreement to another person. For example, we may do this if you don't repay money you owe us and we appoint someone to collect it."

So, I'm satisfied that Santander was entitled to transfer the debt to the third party.

I've also considered whether it was fair of it to do so, in the circumstances. I'm satisfied it was. This is because, although Mr A had submitted some paperwork, I understand it had not been finalised, and more information was required. And even if it had been, I still don't think it was inherently unfair to transfer the debt. I appreciate it meant Mr A now needed to deal with the third party instead, but I don't consider this to be unduly onerous. It simply means contacting one party, rather than another.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 December 2025.

Elspeth Wood
Ombudsman