

The complaint

Mr B complains Santander UK Plc haven't written off his credit card debt or taken any responsibility for safeguarding issues.

What happened

Mr B says despite Santander knowing about his personal circumstances, they:

- Failed to prevent foreseeable harm under the Financial Conduct Authority's 'Guidance for firms on the fair treatment of vulnerable customers'.
- Refused to recognise disability protections under the Equality Act 2010.
- Knowingly allowed him to be re-traumatised by referring him to a third party – I'll refer to them as C.

For Mr B's privacy, I won't be listing out what his specific circumstances are. That's because we're required to anonymise our decisions as they're published on our website – so I need to ensure Mr B can't be identified from his circumstances which he's described as unique.

Santander said they'd considered Mr B's request to write off the debt, but because C were now responsible for it, he'd have to contact them. Santander added that Mr B's vulnerabilities didn't mean his debt couldn't be sold. And they were sorry Mr B would have to re-explain his circumstances to C, but they couldn't share this information. Overall, they didn't think they'd done anything wrong.

Unhappy with this, Mr B initially wrote back to Santander, saying at the time of the sale in November 2024 they either possessed or had the means to access a lot of information about his circumstances. But, despite this, Santander still transferred the debt when they shouldn't have. As he now has to speak to C, this amounts to institutional re-traumatisation because he has to go over everything again with C.

Ultimately, Mr B asked us to look into this complaint, and a number of others. Mr B has said he'd like all of his complaints to be dealt with together – because having the whole picture is important.

Our Investigator explained our service is only able to issue one outcome against one financial business. And, on reviewing this case against Santander, he didn't think they'd done anything wrong as he couldn't find Mr B had told Santander about his circumstances until his complaint in April 2025.

Mr B asked for an Ombudsman to consider things. He didn't explicitly say why he disagreed with what our Investigator had said but reiterated his wider circumstances and concerns.

In line with our standard processes, the complaint's been passed to me to decide. I've also picked up Mr B's complaint he's made to C, and another of his complaints. And, although I'm aware Mr B wanted all complaints dealt with at the same time, for reasons I'll go on to explain I'm satisfied it was appropriate to decide this case at this point.

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.

I think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Before deciding the outcome of this complaint, I wanted to talk about some of the concerns Mr B has raised about the way his complaints have been addressed by our service.

Mr B has expressed on a number of occasions that he wanted 'one' complaint set up. This one complaint was to cover all of his concerns against different financial businesses.

I can see Mr B's logic, which is he says the issues all flow from another company – a debt counselling service – providing incorrect / incomplete information to various parties. I can also see Mr B's concern about consistency – where he's referred to other companies choosing to write off debts and remove credit reporting. While Santander, C and other companies Mr B has complained about haven't.

While I do understand where Mr B is coming from, our service was set up to address one complaint against one financial business. I can't issue an outcome against multiple financial businesses in one outcome. It's not that we won't do that – it's that the way our entire organisation was set up means we simply can't. So, I have to issue an outcome for each financial business – and, each outcome must be a standalone document. This means Mr B will see some identical or similar wording across the complaints I've addressed for him.

That said, I can take into account any information I consider to be relevant for each of the individual complaints Mr B has registered. From all of his submissions, I can see his main concern is that the debt servicer's actions wouldn't be properly considered when deciding the outcomes of each case.

Focusing on Mr B's complaint against Santander, he says they knew or had access to a lot of information about his circumstances.

Mr B's first direct contact with Santander about his circumstances happened on 4 April 2025. This is around five months after they'd already sold the account.

So, I can't uphold Mr B's complaint for this reason – because the account had been sold before he directly told them about his circumstances. It wouldn't be reasonable for me to say Santander treated Mr B unfairly when the only reason for that would be circumstances they didn't yet know about.

Mr B has also said he thinks Santander should have had access to information about his circumstances. He's not been explicit, as far as I can see, about why he's said this. I think though it's because Santander had received contact from the debt counselling company in October 2024. And Santander said they'd applied what they called breathing space – which isn't the official 'Breathing Space' as set out by the Government – I think this was Santander's informal way of recording a debt company had been in touch. But I don't think this contact changes anything, as Mr B has also complained the debt counselling company didn't disclose everything they should have done to various parties – including Santander.

It wouldn't be fair in the circumstances to say Santander should have taken a different course of action when they simply didn't have the information to know that was needed. I also think Santander didn't unfairly not share Mr B's circumstances with C when they sold the debt – as they didn't know the details of them at the time.

Ultimately, what Mr B has asked for is for the account formerly with Santander to be written off. But, Santander aren't under any obligation to do this. So, regardless of what the debt counselling company may or may not have disclosed to Santander, I'm satisfied they haven't done anything wrong, so the outcome wouldn't change.

I don't wish to in any way downplay everything Mr B has gone through – nor do I seek to minimise his concerns about having to go through everything again with C. But, for the reasons I've set out above, I can't find Santander did anything wrong or treated Mr B unfairly when handling matters for him.

If Mr B has concerns Santander never should have granted this lending to him in the first place, then he'd need to raise that with them in the first instance. If Santander don't agree with Mr B, then he'd be entitled to raise a new complaint to them, and our service if he remained unhappy with their answer.

My final decision

I can't uphold this complaint for the reasons I've set out.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 January 2026.

Jon Pearce
Ombudsman