

## **The complaint**

Mr R complains Santander UK Plc took around £2,000 from his account and it had no basis on which to apply an arrestment order for it do so.

## **What happened**

The events that took place are well known to both parties and aren't in dispute. So, I'll only describe them here briefly.

Mr R has an account with Santander. In July 2024, Santander received an arrestment order from a company I will refer to as S. The order said that by virtue of a 'Summary Warrant' granted under the application of a local council – who I won't name here – a maximum sum of around £3,800 was to be arrested by Santander from Mr R's account. Following this, on 12 July 2024, Santander placed £2,041.45, into a temporary holding account.

Mr R complained and told Santander that the arrestment order was against a different entity and not him personally. So, he said he wasn't liable for the debt. In response, Santander gave Mr R 14 weeks to speak to S, about the arrestment order. It said if S provided an arrestment withdrawn letter, they'd return the funds back to Mr R's account. Mr R maintained that he wasn't liable for the debt. And submitted paperwork that he said showed he wasn't the legal entity named in the arrestment order.

Santander said when a court issues an order for arrestment, it's obliged to comply. Mr R hadn't contacted S as it had suggested, so Santander released the funds after 14 weeks to S.

Unhappy with this response, Mr R brought his complaint to our service where one of our investigators looked into what had happened. They didn't recommend it should be upheld. In summary they said:

- Santander acted on a legal form of debt collection which is enforceable by the sheriff's office – and this would've been agreed by the courts.
- Once Santander received the 'schedule of arrestment in execution' they were obliged to comply with it. Santander applied the order correctly.
- If Mr R disagreed with the arrestment of funds order he will need to contact the Sheriff's office.

Santander agreed. Mr R didn't. He maintained that he isn't liable for the debt and Santander should return the money it sent to S back to him.

As no agreement could be reached the matter has come to me to decide.

## **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.

Firstly, I'm very aware that I've summarised this complaint in far less detail than the parties and I've done so mainly using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however, that I have considered everything Mr R and Santander have said before reaching my decision.

It's important to note that my decision focusses on Santander's actions in regard to Mr R's account. It's not my role to determine the legal validity and basis of any rules and regulations – but I will of course take into account any that are relevant here.

So, that means my decision will consider whether I think Santander has acted in line with any obligations placed upon it, and that it has acted fairly and reasonably in the circumstances of this complaint.

Santander have provided this service with a copy of the 'schedule of arrestment in execution' that it was sent by S. Having done some investigation, I'm satisfied that S are a form of Messenger-at Arms and Sheriff Officers. Their role, broadly speaking, is to provide a range of debt recovery, enforcement and investigative services in Scotland.

Having looked at the order I'm satisfied that it's a legal form of debt collection which is enforceable by the sheriff's office – in this case S. Given the debt this order relates to, it is my understanding that a Council has some autonomy to issue such an order without the courts' direct involvement. So, taken together, I'm satisfied that this was an order Santander had an obligation to comply with. And having looked at all the evidence I'm satisfied that Santander applied the order correctly. This means I don't think Santander have done anything wrong - nor that it has acted unfairly or unreasonably.

I acknowledge that Mr R feels the arrestment order shouldn't have been made, and that he isn't the legal entity liable for the debt. But he needs to take that up with S, the Council or the Sheriff's office. I should also explain that this service has no power to review or vary any such order.

In summary I am satisfied that Santander has not acted inappropriately or incorrectly. I realise Mr R would understandably like Santander to return the funds and feels very differently. But based on all the evidence and circumstances of this complaint, I don't believe I can fairly direct Santander to return Mr R's funds.

Given the basis of much of Mr R's arguments relate to the legal basis of this action Mr R may wish to pursue the matter through other means, but my decision brings to an end what we – as an informal dispute resolution service can do for Mr R.

## **My final decision**

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 April 2025.

Sharon Kerrison  
**Ombudsman**