

The complaint

Mr K complains that when he withdrew an amount from his trading account with StoneX Financial Ltd trading as City Index ('StoneX') his bank account was subsequently credited with an amount that was 8 Euros less than the amount of the transfer he had instructed.

Mr K says this happened twice.

To put things right, Mr K wants StoneX to pay him 16 Euros to make up the total shortfall and put him into the position he should have been in had the money transfers been completed for the full amount he instructed.

What happened

Mr K held an account with StoneX, which provides a trading platform for clients. On two occasions in October 2021, Mr K made an online request for withdrawals from his trading account which were actioned by Stone X and paid to Mr K's overseas bank account. Each time, Mr K received 8 Euros less than he was expecting.

When Mr K contacted StoneX about this, it said it hadn't charged any fee for processing the withdrawal and suggested that he contact his bank.

When this didn't resolve matters for Mr K, he brought his complaint to this service and one of our investigators looked into what happened.

Our investigator didn't uphold Mr K's complaint. He said he hadn't seen anything to suggest that StoneX or its bank had charged any fee for processing Mr K's transfers and so he didn't feel he could fairly ask StoneX to refund the missing 16 Euros.

Mr K disagreed with our investigator and requested an ombudsman review. He mainly said that StoneX had stopped providing services to European residents, resulting in the fees.

As the complaint hasn't been resolved, it comes to me for a final decision.

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 can understand that what's happened has been frustrating for Mr K. But having thought about everything I've seen and been told, I've independently reached the same overall conclusions as our investigator. I'll explain why I say this.

We offer an informal dispute resolution service and we focus on deciding whether a financial business has made any error or acted unfairly or unreasonably. We are impartial and we make our decisions based on a balance of probabilities.

I must take into account the relevant law, regulatory requirements and best industry practice when making my decision.

The facts are broadly agreed so I don't need to say more about what happened. In my decision, I'm concentrating on what StoneX was required to do here.

Following Mr K's online withdrawal instructions, the account terms and conditions required StoneX to process the transactions within three to five days and pay the money to Mr K's nominated bank account. Mr K's withdrawal requests were actioned in line with his instructions and both transfers were completed comfortably within this timescale.

I've seen information which shows that StoneX applied no fees and it wasn't responsible for any reduction in the amounts Mr K instructed it to transfer.

StoneX explained that it must rely on banks to provide banking services to enable it to process deposits and withdrawals.

Mr K was making international transfers, which potentially involved intermediary banks as well as the sending bank and the receiving bank where Mr K wanted his money to go.

So I think the most likely explanation for the missing 16 Euros, as StoneX suggested, is that charges were deducted during the transfer process each time by a non-UK bank after StoneX had sent the full amount.

I can't fairly hold StoneX responsible for not warning Mr K about fees it wasn't responsible for and couldn't reasonably have known would be applied when the withdrawal money was being transferred.

I've taken into account everything that Mr K has said in response to our investigator's view, but this doesn't affect the outcome of his complaint. In order to uphold Mr K's complaint I would have to find that StoneX made an error or acted unfairly or unreasonably. I haven't seen enough to show that StoneX did anything wrong or that it treated Mr K in a way that wasn't fair and reasonable.

I find that StoneX did everything it was fairly and reasonably required to do.

So I can't uphold this complaint.

It follows that I can't award the compensation Mr K would like me to.

I hope that setting things out as I've done helps Mr K to understand how I've reached my conclusions and even though this isn't the outcome he hoped for, he will at least feel that the Financial Ombudsman Service has fully considered his complaint.

My final decision

My decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 15 February 2024.

Susan Webb
Ombudsman