DRN-5152487

The complaint

Mr G's complaint concerns eToro (UK) Ltd's pricing charts. He's unhappy they failed to work correctly and further, he says that an alternative suggested by his account manager gave him inaccurate information, leading him to incur a financial loss.

What happened

Mr G had a trading account with eToro and been experiencing problems using its pricing charts via its app. He contacted eToro and his account manager referred the issue on to a technical department for investigation. The account manager also suggested that while the problem was ongoing Mr G could refer to a third-party website, which eToro partnered with, for pricing information. It's this suggestion that is Mr G's primary concern.

Mr G continued to place trades with eToro and several weeks later, with the pricing chart issue still unresolved, he opened an Oil CFD sell position. He says he was relying upon the pricing provided by the third-party website to manage this position, but the website's pricing was significantly different to eToro's, and this led to the position being closed by a stop loss. Mr G says that if he'd been aware that the pricing information didn't match eToro's, he'd have been more aware of the possibility of being stopped out and funded his account to avoid the loss. In bringing his complaint, he's has also voiced concerns about being assigned a different account manager, which he feels was a result of a downgrading of his account.

Our investigator considered Mr G's complaint, and issued an initial view of the matter, concluding that it should be upheld in part.

The investigator felt that without evidence of a systemic problem at eToro, the technical issue Mr G experienced with the charts was most likely related to his device. And that Mr G didn't appear to have followed up with eToro having been advised to use a different device.

The investigator was also satisfied that the Oil position had been correctly closed at the right price and that the stop loss would've been triggered as the price had continued to move against Mr G. Further, the investigator wasn't persuaded that Mr G's account had been downgraded. He noted that eToro had provided Mr G with a new account manager who'd been in contact with him to assist in resolving his concerns.

However, in the absence of a recording of the phone call during which the use of the third-party website was discussed, the investigator accepted that Mr G hadn't been fully informed about the likely differences in pricing between eToro and the third-party website. He recommended that eToro pay Mr G £200 for the distress and inconvenience caused by this, which it agreed to do.

Mr G didn't accept the investigator's view. He stressed that he had in fact followed up with eToro on the technical issue. He also didn't feel that the investigator could reach a conclusion on what he'd been told about the pricing website without listening to the relevant phone call.

He said the pricing differences between eToro and the website were much larger than simply being due to eToro's spread, which the investigator had indicated was the case. He also felt that the investigator's conclusion that his position would've been stopped out in any event wasn't supported by a consideration of his usual trading activity.

Lastly, Mr G also disputed that he'd ever spoken with a new account manager and highlighted the stress and anxiety that the situation had caused him.

In light of Mr G's comments., the investigator sought some further clarification from eToro. Having done so, he went back to Mr G to confirm that he was satisfied that following communication between the parties regarding Mr G's registered email address, he'd been informed to try logging in via a PC, but after that point he hadn't followed up with eToro.

The investigator also obtained a recording of the call during which Mr G was referred to the third-party website. Having listened to it, he was satisfied that using the website had been suggested to Mr G simply as a temporary alternative solution for keeping track of pricing. The investigator also explained that eToro had confirmed that the pricing differential was influenced by other variables in addition to its spread. So, he remained of the view that the suggested £200 was sufficient to address the failure to make clear the likely differential in pricing when using the third-party website.

Lastly, the investigator noted that eToro had provided evidence of the new account manager assisting in escalating Mr G's concerns raised following the stop out.

As such, the investigator wasn't persuaded to change his view of the matter. So, as no agreement could be reached the matter was referred to me to review.

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, while I appreciate Mr G will be very disappointed as this has clearly been an upsetting and frustrating matter for him, I find myself in agreement with the conclusions reached by the investigator and for broadly the same reasons.

I want to assure Mr G I've read and considered everything on the file. But that said, I'm satisfied I don't need to comment on every point raised to reach what I consider to be a fair and reasonable decision. Where I've chosen not to comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. That approach is in line with the rules we operate under.

Further, where the evidence is incomplete or inconclusive, I've reached my decision based on the balance of probabilities. That is, what I think is more likely than not to have happened in light of the available evidence and a consideration of the wider circumstances.

Although Mr G has raised several concerns relating to his trading with eToro, I think it's fair to say that his main issue is with his account manager's advice to use the third-party website to obtain pricing information.

I've listened to the telephone conversation of 5 February 2024 during which the account manager made his suggestion. Having done so, I'm satisfied this was done in the context of providing Mr G with a temporary alternative for guidance while his issue with eToro's charts was investigated.

The account manager said using the third-party website would "*basically give you an idea of what's going on*", but there was no suggestion that the information precisely replicated eToro's pricing or could/should be relied upon when making trading decisions. In my view, it was a comment made as part of an attempt to generally assist Mr G while the problem was looked into. The conversation very quickly moved back to the account manager trying to help Mr G with his account log-on as a means of trying to fix the pricing chart problem.

Following the conversation, Mr G continued to place trades on his account, including the Oil trade of 13 March 2024 that's at the heart of his complaint. I appreciate the problem with eToro's charts will have been frustrating to deal with. But Mr G was aware the issue was ongoing and any trading decisions he made were made in that context and were his own. Clearly it was unfortunate that the Oil position moved against him, but I don't think I can reasonably conclude that any loss resulting from that was the responsibility of eToro.

I accept that the account manager could perhaps have been clearer in highlighting that the third-party website represented only an indication of what was happening with prices. And for that reason, I'm satisfied the £200 recommended by the investigator as compensation for Mr G is fair and reasonable in all the circumstances. But I don't think eToro needs to take any additional action in respect of the complaint.

Putting things right

eToro must pay Mr G £200 for the distress and inconvenience caused.

My final decision

For the reasons given, my final decision is that I uphold the complaint in part and direct eToro (UK) Ltd to make payment to Mr G as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 May 2025.

James Harris
Ombudsman