

The complaint

Mr A complains that XTB Limited's trading application error prevented him from viewing his balance and margin requirements for certain NatGas positions he had open. He said that without this error he would've managed his margin correctly and closed his positions at a profit. He says he's had full compensation for these types of errors in the past.

What happened

In January 2024 Mr A was trading NatGas when he said he began experiencing issues with XTB's platform on his mobile device. In short, he said he was unable to properly view his balance and margin levels intermittently between January 2024 until February 2024.

XTB offered price corrections on some but not all of the trades affected. Mr A remained unhappy and referred his complaint to this service. In summary, he said that he remained unhappy with how XTB had put matters right. He said that despite it "acknowledging the glitches and assuring resolution, XTB refunded only a fraction of the losses incurred". To put things right, Mr A said he wanted "XTB to fully reimburse me for the financial losses I have suffered, including the loss of income during the investigation period". He said that he was told that the affected trades would be "reinstated", but instead he only received a refund of £2,400 with no explanation or compensation provided for the loss of income he had endured during the investigation.

One of our investigators looked into his complaint. She thought that XTB had done enough to put any financial losses right – but that Mr A was entitled to an additional £150 compensation for the trouble and upset the matter had caused him.

XTB agreed with the investigator but Mr A didn't. He said:

- He had previously complained about the same technical glitches and received full compensation. He said XTB had told him that if he experienced similar issues in future to provide screenshots of affected trades – and this is what he did in January 2024.
- He communicated with his account manager at the same time and provided evidence to them of the issues he was experiencing.
- On 4 January 2024 XTB agreed to fully compensate trades that were affected by the same issues on a different complaint. Therefore, it was bound to do this on this occasion too. This meant its offer to only give him a price correction was unfair.
- The three affected trades ought to be fully compensated, with such compensation totalling over £30,000.
- He said if there had been no issues with the platform why would XTB have offered him a refund at all? He said that XTB agreed to a refund for the trades but he was disputing the value – he thought the main reason for his complaint had been ignored.

- XTB advertises use of the app and so that's what he trades with – he doesn't use the desktop, therefore whether or not the platform was available from a desktop was not relevant.
- He maintained that it was "fair for XTB to refund me the full amount rather than the fraction I received".

As an agreement couldn't be reached, the case was passed 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.

Having done so, I'm not persuaded I need to ask XTB to do anything more than it has already done.

At the outset, I think it's important that I emphasise that this complaint is about three specific trades:

- Position ending 926
- Position ending 630
- Position ending 017

Mr A has referenced a previous complaint and XTB's decision to fully refund his losses for those trades. But in my view, that resolution is entirely irrelevant here. I say this because, as XTB said in response to that complaint:

"Please note that in future, evidence will need to be provided on a trade by trade basis for any positions affected. As we are aware of platform issues during the above trades and the time it has taken to resolve this matter we have accepted your complaint and refunded you the losses incurred on the positions above."

In other words, each complaint would be treated on its own merits – and XTB had made a decision to fully compensate him on that occasion only. It didn't bind itself to forever compensate Mr A without fully investigating matters.

In this case, XTB did carry out an investigation. In its response to Mr A and to us, it has said that it did not identify a service wide issue that was affecting users – and that Mr A was experiencing an isolated event. Furthermore, as a result of only Mr A experiencing these issues, it was unable to ascertain how long he had experienced them or in what way they prevented him from trading or otherwise managing his account. Since Mr A continued to open new positions during that time, XTB considered that this must've meant he did have some functionality and visibility of his balance and margin requirements.

Furthermore, XTB said that Mr A had other options for managing his account – such as using the web platform, using stop losses or depositing more funds.

For these reasons, XTB decided that the best it could offer Mr A, as resolution to his complaint, was a price correction to the best price it could've achieved for him on that day. In other words, not a full refund of his losses – but an adjustment to his account. I understand this was done and amounted to around £2,400.

On this note, I would add that in my view there was no ambiguity in XTB's offer. On 22 April

2024 it confirmed that “XTB is able to offer the following price correction to your account” – and it then set out the positions above, as well as the new prices that would be used. It said that the “price corrections offered are the best prices quoted for the closing days of the concerned trades”. There was no suggestion in this response that the trades would be fully refunded or compensated – and since XTB had specifically used the words “refunded” in Mr A's previous complaint, I'm satisfied it was clear that on this occasion, it was offering a price correction and nothing more.

Having considered Mr A's evidence carefully, I'm satisfied XTB has acted fairly and reasonably. In my view, the evidence Mr A has supplied doesn't indicate whether the issue is down to his own technology, or a more widespread issue to do with XTB's system. Furthermore, whilst he disagrees, I'm also persuaded that the terms do require Mr A to use other ways of managing the account if those are available. In my view, Mr A would've been able to mitigate his losses and manage his account by simply using the web platform for a period of time, until he worked with XTB to understand why he couldn't properly use the application.

In addition it appears that the primary reason for the issue Mr A was experiencing was out of date application. Here too I consider it Mr A's responsibility to ensure the trading software he uses is up to date.

Ultimately, the evidence available to me suggests that Mr A's losses were due to the markets moving against his trades and I've seen insufficient evidence to persuade me that Mr A could've avoided his losses entirely but for XTB's actions.

Putting things right

The investigator concluded that XTB ought to have let Mr A know that the application required updates and for the trouble and upset caused by this she awarded £150 compensation. XTB accepted to make this payment, so this is what I award.

My final decision

My decision is that XTB Limited needs to pay Mr A £150 as compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 April 2025.

Alessandro Pulzone
Ombudsman