

The complaint

Mr H complains that he wasn't able to access his eToro (UK) Ltd trading as eToro UK ("eToro") account. As a result he says he wasn't able to close a position which caused him to suffer a loss.

What happened

Mr H opened a CFD trade (which I'll refer to as position P) on 9 January 2025 just before 1.00pm. At 1.35pm he tried to login to close position P. He wasn't able to access his account on his mobile. He tried a few minutes later, on his computer, but still wasn't able to login.

The following morning Mr H contacted eToro to explain the issues he'd encountered. A few days later it wrote to him and said *"our investigation indicated that there was a connectivity error associated with your account"*. But eToro didn't think it needed to pay Mr H for any losses he suffered. Mr H escalated the matter as a formal complaint. eToro didn't uphold it, and in its response said that *"we found no technical issues with the platform."*

Mr H wasn't happy and brought his complaint to our service. He said eToro had confirmed a connectivity error in its first communications with him, and then had changed its position. He said being unable to login to his account had prevented him closing position P, which had subsequently moved against him. He said if he'd have been able to login when he tried at 1.35pm on 9 January, he'd have suffered lower losses, and that eToro should compensate him for that.

One of our investigators looked into things. He didn't think the complaint should be upheld. He'd asked eToro for evidence of its technical logs at the time Mr H had been unable to access the platform. He said these had showed a disconnection at around 1.35pm on the day in question. But that there were no signs of errors with eToro's systems generally. The investigator thought, on balance, that it wasn't likely eToro's systems had experienced an error which had resulted in Mr H being unable to access his account. So he didn't think eToro needed to do anything more.

Mr H disagreed and asked for an ombudsman's decision. He said he'd tried to open eToro's platform on two devices, using both WiFi and 5G. And that his applications were up to date. He said he'd provided screenshots showing the platform "hanging" and not opening, and that he didn't think any issues were at his end.

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've reached the same conclusions as our investigator and for broadly the same reasons. I know this will come as a disappointment to Mr H, and I can confirm that I've thought carefully about this complaint and considered everything he's said in detail.

I don't think it's in dispute that Mr H wasn't able to place the order he wanted to close

position P, at around 1.35pm on 9 January. In order to uphold his complaint, I'd need to be satisfied that his inability to trade was the result of an unfair or unreasonable failing on eToro's part, which caused him a loss.

Neither party has definitive evidence to show what caused Mr H to be unable to login. So I don't know for certain what happened. As our investigator said, I must therefore based on what I think, on the balance of probabilities, is more likely than not to have happened.

And I acknowledge that those probabilities are fairly balanced here. I have given weight to Mr H's evidence. The fact he was unable to open the app on two devices, through two different internet connections, supports the notion that it wasn't, for example, an issue with his phone or his internet connectivity which meant he wasn't able to open the app.

But there's evidence on the other side too. eToro's logs simply show a disconnection at the relevant time, and I'm satisfied that there was nothing on their logs to show a technical fault caused this disconnection. I also find it persuasive that eToro has no other record of wider technical issues at that time, and that no other customers, to my knowledge, have complained of app issues at that point.

There are a number of reasons Mr H may have experienced the problems he did. But were they to be the result of an error or problem with eToro's service provision, or the servers where its services were hosted, for example, I'd expect this to have flagged in its internal systems, and for it to have impacted more customers than just Mr H.

So weighing everything together, I don't think it's more likely than not that eToro encountered an error which prevented Mr H from accessing its platform and placing the order he wanted. It follows that I don't think it would be fair to require it to compensate him for any losses he suffered.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 November 2025.

Luke Gordon
Ombudsman