

The complaint

Mr S complains of maladministration by Saxo Capital Markets UK Ltd on his trading account.

He says this includes not upholding charging arrangements agreed with him for futures trading, being overcharged by \$30,000, being double charged foreign exchange (FX) spreads and commissions and being charged negative interest on a positive account.

Mr S has also referred to discrepancies, omissions and errors in information he has been given relating to trading and fee data.

In essence, Mr S seeks redress for a number of charging errors he says he has identified. In light of these he also seeks recovery of legal costs he has incurred while in dispute with Saxo Capital Markets UK Ltd ("Saxo") about these charges – and he seeks an independent expert review of the overall position of his account and all charges levied since inception.

Background

Saxo says Mr S agreed to its General Business Terms which refer to the Commissions, Charges and Margin Schedule so it is transparent on its fees. It says Mr S would have seen every charge prior to placing a trade. It says it has given him information on every trade and associated charge since account inception.

Saxo says Mr S hasn't provided any clear and specific substantiation for his claims - despite Saxo giving him substantial materially relevant information several times over. Saxo says it instructed a Senior Sales Trader to spot test a number of dates throughout the lifecycle of the account to check the trades done, the fees charged and its relevant rates at the time. It says in each case it found it charged Mr S correctly and found no discrepancy. It has given Mr S information relating to these checks.

Our investigator didn't think Mr S's complaint should be upheld. In essence he didn't agree Mr S had identified any charging errors, so he didn't agree that redress or an independent audit of some kind was warranted. Specific errors Mr S says he identified are noted below.

Double charging by Saxo on on FX trades

- Mr S told us a spreadsheet sent to him by Saxo showed "...there was a period when I was charged both FX ["foreign exchange"] Spreads (Saxo's version of commissions) as well as other commissions on the same trade, akin to double-charging. The sum of the commissions charged erroneously on FX Spot trades is \$9,739". But he said the double charging was "more severe" than that.

Saxo says Mr S agreed to pay both spread and commission on FX spot trades when he agreed to move from an all-inclusive price plan to a volume-based price plan in 2017 which had both spread and commission elements. Saxo said: "The FX Volume Price Plans offer typically tighter, more variable spreads with a post-trade commission applied." In contrast: "The All Inclusive FX price plan allows clients to trade without a post-trade commission as all charges are built into the price/spread."

Our investigator accepted that Mr S had agreed a plan that involved commission and spread elements on FX in 2017, and so hadn't been wrongly double charged in that way. In emails in September 2015 Mr S asked: "*Can you confirm you can do it commission free...*", and Saxo replied "*Indeed, there are no commissions*". But our investigator thought this wasn't detailed enough to say what the conversation was about, and if it was about commissions under the arrangement Mr S had before 2017, it might have been accurate anyway, but anything there was superseded by what was agreed in 2017.

Mr S has said he accepts our investigator's points concerning double charging.

Negative interest

- Mr S told us he held balances mainly in the three major currencies. He had a negative balance in some currencies at times, but overall his account balance was positive over the period. The interest rates of the currencies were "*very similar at all times in the last 10 years*". So in his view interest debits and credits should have been roughly equal or largely positive. However he told us negative interest charges, including \$13,400, had been suffered – and "*instead of earning roughly \$15,000-30,000 in interest... I have actually been charged circa \$15,000*", which was a potentially claim worth \$45,000.

Saxo says it doesn't automatically cover a negative balance in one currency by transferring cash from other sub-accounts or closing down positions in that currency, as some clients wouldn't want to incur the resulting FX fees or may deliberately keep a currency deficit as a trading strategy. Mr S says he understands this concept, as an experienced trader himself.

Our investigator noted that Saxo's terms provided:

"23.2 You are entitled to interest based on your positive Net Free Equity and/or Account Value in accordance with the terms of the Commissions, Charges and Margin Schedule; see further Clause 23.13. You are obliged to pay interest based on your negative Net Free Equity and/or Account Value in accordance with the terms of the Commissions, Charges and Margin Schedule; see further Clause 23.13."

And also:

"23.9 You are solely obliged to proactively monitor your Accounts and ensure a positive cash balance (in the context of these Terms meaning a balance of zero or more) on all Accounts at all times. Failure to ensure a positive cash balance on all Accounts may result in you having to pay us interest in accordance with the Commissions, Charges and Margin Schedule. Saxo is not obliged to notify you if there is a negative cash balance, negative overall account value or negative Net Free Equity on any Account(s)."

And also:

23.14 ... Please be aware that interest will be charged despite having an overall positive cash balance on all Accounts if: (a) there is a deficit in any of the Accounts; or (b) you have a negative Net Free Equity on the main Account."

Our investigator said Saxo's terms matched its explanations – and made clear there could be negative interest charges.

Mr S said he accepted our investigator's points concerning interest.

Potential fraud or overcharging by \$30,503

- Mr S pointed out the charges on a spreadsheet he was sent were \$30,000 higher than the equivalent total on his annual statements. He says this means he was overcharged and the statements were wrong. He points out this discrepancy arises in connection with account statements in 2018, 2019 and 2020 but not before or after where the statements and spreadsheet data match.

Saxo said the discrepancy on the spreadsheet was because the *“FX Spread to Mid-Point”* cost for CFD trades was wrongly included in the fees total when this isn’t actually charged separately but included within the CFDs themselves. So it shouldn’t have been added to the total on the spreadsheet like it was. But Saxo said this didn’t affect the figures on Mr S’s statements, which is what he was actually charged. It said the spreadsheet was a report a client can request as a supplement to statements or portfolio reports, to drill into detail. It said the spreadsheet logic had been updated in 2020, and pulling legacy data through this had given rise to the error.

- Mr S also asked why the reporting logic of the spreadsheet had been updated in 2020 and wasn’t updated so it could apply retrospectively. He requested a new aggregated amounts report *“with the correct logic to eliminate any confusion”*. He also said failure to provide this would support the idea that Saxo wasn’t being honest.
- Mr S asked Saxo for ‘a detailed breakdown’ of the FX spread to mid-point costs for the duration of the account, but specifically for years 2018, 2019 and 2020. He said the FX Spread to Mid-Point was a cost – Saxo was taking commissions on the CFD trades. He said Saxo had first denied the \$30,000 difference, then accepted it was there but said it didn’t affect the statements. He said this was reason to doubt Saxo - as was a \$228,602 figure on the spreadsheet which matched his statements but didn’t arise from a formula within the spreadsheet, so it was just typed in to match.

Our investigator considered all this and in essence accepted the explanations Saxo had given. He didn’t think Saxo had done anything wrong that it needed to put right. He reviewed what Saxo had said and sent about charges on a sample of trades, and he didn’t think this provided any evidence to suggest charges were incorrectly applied – or to think Mr S hadn’t been correctly charged what had been shown on his statements.

- Mr S asked whether if he could prove the \$30,503 was indeed taken from his accounts (and wasn’t included in the statements), this would change our view.
- He also said he had spent a lot of time assessing the “missing” \$30,500. He said Saxo calling it a “line-item error” was somewhat vindicating – as it showed he was right on this matter. He said he was still out of pocket for legal costs following on from Saxo’s denial of any error – and Saxo should at minimum cover these.
- Mr S said his legal fees before using our service had been £5,000 to £8,000 which he wanted reimbursed with interest. He said the data Saxo sent was riddled with errors, so allowing this without consequence would be a gross violation of his rights.

Misconduct – Saxo not upholding the futures deal it made with him

- Mr S said he traded on a commitment from Saxo it would *“charge no more than \$1.50 per lot”*. He had an agreement dated 21 February 2017 to trade futures at \$1.50 per contract, but he was instead charged \$3.29 (being the ‘average commission’ calculated on a *“sample of 7529 future trades out of 33,986 lots”*).
- Mr S doesn’t agree this higher average charge is justified by a ‘minimum ticket fee’ or anything else within Saxo’s 26 October 2016 terms, as his agreement post-dated those

terms. He said: *"I do not see how old, irrelevant information and standardised contracts supersede a personalised deal struck at a later point in time between myself and Saxo in order to lure me back to the platform as a trader. The deal I agreed to with Saxo was \$1.50 in commissions per futures contract."* He said Saxo had been trying to get him back as an active client, so he had no reason to agree to the original earlier terms. None of the emails sent to establish his personalised deal mention a minimum ticket fee.

- Mr S asked Saxo to elaborate on the alleged minimum \$10 futures charge and evidence he was aware of it, the date of this evidence, what products it applied to and whether it is a discretionary charge or applied always. He said he had evidence of futures trades that *were*n't subjected to the *"so-called \$10 minimum fee"*. These were from 2016 to 2023, for *"products across the globe"* so the fee seems to be *"arbitrarily applied"*. He said this goes some way to dismiss the argument that he ought to have known better, as the trades indicate the practice wasn't consistent and was contrary to the deal he struck with Saxo.
- The emails about the personalised futures trading deal he struck with Saxo show there was a phone call with Saxo around that time. Mr S says Saxo gave him no recording of this within its reply to his subject access request, so the call recordings provided were incomplete. An email he had showed he placed a phone trade on 17 September 2015 but no recording had been provided of that either. Mr S says these must have been deleted or excluded by Saxo, which shows Saxo (which said it reviewed call records and found none relevant to Mr S's claim about the terms agreed) shouldn't be trusted.

Saxo declined to send us all its calls with Mr S – or to review all calls from all the years, as it said they were too numerous and not relevant. Our investigator considered what we had was sufficient to reach a fair and reasonable view without all the call recordings. He was satisfied Saxo had disclosed its charges on its website fairly and emailed Mr S with updates to these. Our investigator also thought for each trade Mr S was given a trade ticket which confirmed details of the trade and fees. Fees were also shown in reports accessible on the platform.

Our investigator also didn't agree Saxo had falsely advertised to Mr S that futures contracts fees would be less than those he actually paid, or that the minimum ticket fee wasn't made clear when he agreed his terms with Saxo. Its Futures Commissions webpage clearly and prominently disclosed that a minimum ticket fee per futures contract applied, and Saxo shared this with Mr S in October 2016 via a weblink.

Overall our investigator was satisfied Saxo's charges had been as agreed. He didn't think the evidence suggested Saxo had misrepresented or hidden its fees.

Mr S disagreed and maintained that Saxo still owed significant damages for overcharging him in futures trading. He said sending erroneous client data, initially denying any errors, paints a poor picture of Saxo. So, in addition to redress for Saxo not sticking to the terms agreed, we should also consider awarding costs, which he believes he would get in court on this matter as the defendant, Saxo, has admitted its error. He said he also disagrees with Saxo deleting call records, but this is something he is raising elsewhere rather than with us.

Mr S has added that Saxo had sent predatory emails to encourage him to trade and its unethical approach hasn't been taken into account by us or improved following our involvement. He said the investigator also hadn't tried to understand whether what was being charged was fair for him and in line with his contracts.

As the complaint couldn't be resolved informally it has been 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.

While I've considered all the submissions of both parties, I've focussed on what I believe to be the key points in this dispute. Having done so I've arrived at the same conclusions as our investigator and for broadly the same reasons.

My jurisdiction decision explained Mr S's complaint was brought too late for me to consider it insofar as it was brought more than six years after the trades complained of. So my findings do not relate to trades earlier than 12 December 2017 as I cannot consider these.

Mr S appears to accept our investigator's conclusion on his 'double' charging' point, which I also share, so I won't repeat that here.

Mr S also said he accepted our investigator's points about interest. I've not seen anything that makes me think it likely Saxo calculated interest on Mr S's account incorrectly – or to persuade me there are good grounds to commission further enquiries into that. Mr S sent us a spreadsheet but hasn't highlighted any specific instance of error in interest calculation. His view that his balances over the years were such that interest probably ought to have been positive and not negative, isn't sufficient in itself to make me think Saxo likely made an error.

Mr S says *"With regards to interest charged on the account... I expect you are more qualified than I am in this area having presumedly dealt with investment and commercial banks and the interest rates they pay and receive."* But this doesn't change my view that Mr S in his complaint hasn't given me grounds that persuade me I ought to conduct an audit of the interest he has received – or been charged - over the years on his account.

Turning now to the \$30,503 discrepancy on the spreadsheet Mr S was sent by Saxo, Mr S suggested that if he could show he had been charged the \$30,000 separately and on top of what had been accounted for in statements, this ought to change our view on this issue. I of course agree, as in that circumstance Mr S would've shown he been charged that sum on top of the charges his statements showed, meaning he was potentially overcharged. But Mr S has not shown that he was charged that sum in that way. I've not seen anything that makes me think Saxo's explanation of this difference between a charges figure on the spreadsheet and the sum on Mr S's statements, isn't correct.

In essence that explanation is Mr S was charged correctly in accordance with statements sent to him, but when trying to give more detail the spreadsheet used double counted some elements from earlier years. Mr S hasn't said or sent us anything that makes me think Saxo is wrong in saying the relevant figures which represent the charges actually made are those on the statements issued to Mr S at the time.

I'd add that I don't see this discrepancy can reasonably be viewed as an indication the actual amounts Mr S was being charged were wrongly accounted for or incorrect. The extra fees on the spreadsheet didn't appear on Mr S's statements or affect what he was charged.

I turn now to whether what Saxo charged Mr S broke an agreement it made with him in February 2017.

The 2016 terms to which our investigator referred Mr S, included certain minimum fees. In this regard I note Mr S hasn't provided anything persuasive to suggest that the charges Saxo made on his trades weren't in line with those terms.

Similarly, where Saxo has given Mr S a breakdown for an individual trade - as part of an illustrative sample - Mr S hasn't provided anything persuasive to suggest Saxo's explanation for that trade was incorrect. Nor has he provided anything that makes me think that errors that couldn't be identified in example trades Saxo looked at, are errors present in other trades that Saxo didn't look at. He has pointed to no specific example of a trade where a particular incidence of overcharging, judged by the 2016 terms, has taken place.

Mr S has calculated the average cost of a certain number of his trades, and points out this is above \$1.50. But this broad calculation doesn't account for a minimum fee applying to some trades. So this average doesn't in itself show Mr S was charged more than was allowed under the 2016 terms. Mr S says some trades weren't charged a minimum fee, but this also doesn't show that those trades weren't charged correctly in line with the terms. A minimum fee only applies to certain trades, for example those whose size meant the fee due didn't otherwise reach the minimum.

Mr S says the 2016 terms no longer applied because of what was agreed in February 2017. But what was agreed in February 2017 was a reduction of his futures pricing by half to \$1.50 from \$3 per lot. So this was a discount on an existing charge within the overall contract. I've seen nothing that persuades me that this meant the \$10 minimum fee wasn't applicable.

Saxo says the email exchanges and what was agreed as a result focussed on "pricing plans" and not every aspect of the trading charges. But in any event, it seems to me that a discount agreed on one fee, doesn't imply that another fee would be waived entirely. The absence of discussion of that other fee in the emails does not in my view imply that it wouldn't apply. Rather the proper context of those exchanges, including any phone conversations, would've been the existing contractual terms. Unless Saxo expressly agreed to alter or waive a particular term or charge, I don't see that Mr S could believe that the term or charge had been altered or waived.

Also had Mr S's understanding at the time had been that Saxo was agreeing to waive the minimum ticket fee, I think more likely than not he would've raised this with Saxo when he saw the fee being applied - but he didn't do so and it applied to trades for years afterwards.

So I think absent clear evidence to the contrary – and I've seen none - the fairest inference is that the terms Mr S was trading on, which would've been readily apparent to him, were the terms provided to him in 2016 with the price adjustments agreed in 2017.

Mr S says there might have been phone recordings that would show he was misled as to the fees, or told he wouldn't be charged fees that he was charged, but Saxo has not provided these or has deleted them. But the account information available set out details of what Mr S was being charged and if this was at odds with what he had been told on the phone, I think it likely Mr S would've raised this with Saxo when he received this information.

I note also that Mr S has said he only became aware of a problem or of having cause for complaint when he received a letter seeking repayment of a negative balance. While I don't agree with Mr S that he ought not to have been aware of the charges being made until then, it does seem to me his suggestion indicates he hadn't been dissatisfied with Saxo's fees or performance and hadn't formed the view that what he was being charged was wrong.

So insofar as Mr S looked at the information available to him about his trading, it doesn't appear to have suggested to him that he wasn't being treated in the way he had been led to expect – including in any phone conversations he might have had. This tends to reinforce my view above that Mr S wasn't misled or charged in way that was less favourable than he had been promised.

So it seems to me the costs and details of his trades were disclosed to Mr S. If he didn't want to trade on this basis, he was free not to do so. He chose to do so and continued to trade for years on that basis. So I don't agree with Mr S that the terms he agreed meant that fees or terms and conditions beyond those discussed were also waived or varied in 2017.

Our investigator noted that we are not forensic accountants. Our role is to resolve disputes. We will of course make further enquiries where an allegation appears to have grounds. But I can't see that Mr S has identified any prima facie suggestion of errors in the records he has been given by Saxo – and he has been given many records. Mr S appears to want Saxo to fund some sort of audit of his account and for our service to oversee that, but I don't see any grounds for requiring Saxo to fund such an audit, given that I haven't seen grounds to suspect or believe the accounting on his account by Saxo was actually wrong.

In short and in summary what Mr S has told us and sent us does not make me think that Saxo has overcharged him, or that there are grounds for us to investigate further the detail of how Saxo and Saxo's systems (which are automated systems of a regulated firm used for all its customer accounts, and not just Mr S's) accounted for Mr S's trades and transactions. In saying this taking into account all his submissions (including those made more recently with AI which Mr S appears, in my view correctly, to have acknowledged didn't provide definitive or conclusive support for his assertions of overcharging).

I note that Mr S has suggested that he needs information for court action – notwithstanding that he has also said he can't pursue matters in the courts. But insofar as what he said about taking court action, and seeking information for this purpose, is the case, I'd mention here that our role is not to retrieve information for parties ahead of court action. We are supposed to be an alternative to the courts, not a process to assist or supplement court action. If Mr S rejects my determination he will remain free to go to the courts – as he has been free to do throughout – but our purpose is not to produce information for Mr S to use in court action.

With regard to Mr S's request that he be compensated for legal costs, our service is an informal service designed to be an alternative to the courts. We consider it is possible to use our service and bring disputes to us without professional representation. So if a consumer chooses to use professional representatives, this isn't something we would usually ask the firm to pay for. I don't see a compelling reason for changing that approach here.

I don't overlook that when providing information to Mr S during his complaint, Saxo gave him a spreadsheet that overstated some charges. But Mr S's use of a solicitor wasn't in my view a loss or cost necessarily incurred due to that failing. Where the detail of what Saxo provided to Mr S during his complaint might have benefited from more clarification or explanation of its details, it seems to me he could've sought clarification himself from Saxo and Saxo appears to have been willing to provide it - and did provide it. I'd add that using financial services usually involves an expense of time, and we wouldn't usually award redress for that in itself.

I note Mr S became a professional client in August 2018, but the nature of his complaint and concerns is consistent in the period before and after that. With that in mind, and in light of the findings I've made above, there isn't any need to discuss this point further here.

So in light of all I've said above, and for the reasons I've given, I don't uphold this complaint.

My final decision

For the reasons I've given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 October 2025.

Richard Sheridan
Ombudsman