

The complaint

Mr V complains that eToro (UK) Ltd (“eToro”) won’t let him withdraw money from his account without incurring currency exchange costs.

What happened

Mr V had an investment account with eToro. It’s common ground that the account was denominated in USD. In early 2024, Mr V wanted to withdraw some money from his eToro account. He said he had a US bank account, and wanted the money sent there so as to avoid losing out on currency fluctuations. eToro said that because Mr V had funded his account from a UK card, it wasn’t able to send his money to the US. Mr V complained.

eToro responded to say that it wouldn’t allow a withdrawal to a country if deposits hadn’t been made to the account from there. It said Mr V could add different payment methods to allow him to withdraw funds in a way that suited him best.

Mr V wasn’t happy and came to our service. Two investigators looked into the matter, and over a number of assessments concluded that eToro hadn’t done anything wrong. The latest investigator said that the terms of the account were clear that money would generally be sent to the place where deposits had come from. And that there would be fees involved in withdrawing to different currencies. He thought it was reasonable for eToro to refuse to send money overseas where Mr V hadn’t transferred in money from that country, due to the increased regulatory and other risks involved.

Mr V remained unhappy and asked for an ombudsman to decide the matter. In summary, he said:

- He’d never been told he couldn’t withdraw in USD, nor had he asked to withdraw his money in GBP. These matters weren’t covered in the account terms.
- eToro is trying to add in contractual obligations on him, which is unfair.
- eToro’s terms around withdrawals and currency are unfair under the Consumer Rights Act 2015, and our service hasn’t addressed this.
- If eToro won’t let him withdraw to a US account, it should cover the conversion costs of changing the USD in his eToro account to GBP and then back again.

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.

In reaching my decision I’m obliged to have regard for, amongst other things, relevant law. Mr V has specifically cited the unfair contract terms provisions in the Consumer Rights Act 2015 in his submissions. I can confirm that I have considered that piece of legislation, as well as relevant guidance including the Competition and Market Authority’s guidance (CMA37) on the unfair terms provisions of the Consumer Rights Act 2015.

Mr V is in short, unhappy that he feels eToro is forcing him to take money held in USD in his

eToro account and convert it to GBP in order to withdraw it, when he would happily take it out in USD without incurring related fees and costs.

The terms of Mr V's account with eToro contain a section between clauses 14.6 and 14.4 which deals with withdrawals and currency conversions. Of particular relevance here, in my view, are clauses 14.6, 14.12 and 14.13. They say:

14.6 - You can take money out of your eToro account by sending it back to the payment method that it came in from, subject to any Applicable Law and any regulatory restrictions that may apply (including AML restrictions), which may prevent us from sending it to such payment method. We may permit you to withdraw money to an alternative payment method also in your name, but only after we are satisfied that the alternative payment method belongs to you and is approved by us (subject to any Applicable Law and regulatory restrictions, including AML restrictions).

14.12 - Any money you pay into your eToro account must be made in British Pounds, Euros, US Dollars or another currency approved by us. We will convert all money into US Dollars.

14.13 - Each time you take money out of your eToro account, we will convert the US Dollars into the currency selected by you, and we will charge you a fee. Our fees for converting money are available on our website. This clause does not apply if your withdrawal is in US Dollars.

Mr V's contention is that he wants to withdraw in USD, which 14.13 says can be done without a fee. He said that if that isn't the case, and he's forced to withdraw in GBP, then eToro is adding additional obligations on him which aren't in the terms. He says this is unfair.

I don't agree. The terms must be read as a whole, and when reading clauses 14.12 and 14.13 along with 14.6 I think it would have been clear to Mr V that while he could withdraw in USD, with no fee, that the default position was for eToro to process withdrawals "*back to the payment method that it came in from*".

The terms provide for eToro to allow withdrawals to other payment methods, but the use of the word "*may*" in clause 14.6 makes it clear that this is at eToro's discretion. How eToro will exercise that discretion is hinted at in the rest of the clause, where it says that such requests will be subject to the payment method being approved by eToro having regard for relevant legal and regulatory restrictions.

It isn't our service's role to determine if a contractual term is unfair under the relevant provisions of the Consumer Rights Act 2015. Only a court can do that. But taking everything into account I don't think a court would be likely to find these terms unfair. I think they are clear, transparent and prominent. I don't think they create a significant imbalance in the rights and obligations of the parties.

What these terms say is that you can withdraw back to the place you deposited from. That you may be able to withdraw elsewhere, but this is subject to eToro's discretion, and relevant restrictions. And that where withdrawals involve currencies other than USD, there'll be a fee.

While these clauses give a degree of discretion to eToro, I don't find them to unfairly give eToro the power to put Mr V in a detrimental position to the degree it makes the terms unfair in and of themselves. The consequences of sending money in a way that conflicts with legal, regulatory or other obligations would introduce risk to both eToro and their customers. So caveating the ability to choose a withdrawal destination with a limit that the destination must be approved by eToro to ensure compliance with such obligations is, in my view, a

reasonable thing for eToro to have done.

It remains to consider whether eToro has exercised its discretion fairly here. eToro has said that Mr V is free to add a USD denominated withdrawal destination, and so achieve his goal of taking his money out in USD without incurring the currency costs he doesn't want to. But it has said such a USD account needs to be in the UK, because that's where his deposits came from.

So I find that it isn't the currency Mr V deposited in that's the issue as such, but the location. eToro has explained that it won't allow customers to withdraw funds to a country that is different from those from where they've deposited to their eToro account. I think this is a fair and reasonable exercise of their discretion as to whether to approve a withdrawal request to somewhere other than the source of deposits, as provided for in clause 14.6.

Moving money overseas, for a customer who has only deposited money from somewhere else, increases fraud and AML risks, making it harder for eToro to ensure it complies with its obligations. To be clear I am not, and eToro is not, suggesting that anything is amiss with Mr V's US accounts, but it has taken a business decision to reduce risk by not sending money abroad unless an account has had deposits from that country. I find that to be a reasonable commercial decision for eToro to have made.

In summary, Mr V agreed to terms which said when he withdrew money from his eToro account, he could do so if it went back to where it had been deposited from, but that he may not be able to withdraw it anywhere else. And I think eToro has given a fair explanation of why in this particular case it wouldn't allow Mr V to withdraw to a US based bank account. And I note that Mr V remains able to take his money out in USD, if he has a UK based but USD denominated account. Overall I'm not persuaded eToro has treated Mr V unfairly or unreasonably.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 14 November 2025.

Luke Gordon
Ombudsman