

The complaint

Mr G has complained about problems he says he encountered with IG Index Limited's trading platform in the course of operating his spread betting account.

What happened

In 2021 Mr G started using IG's platform for trading. In December 2022 he discussed with IG some concerns he had about information that was showing for his account on its platform.

On 28 January 2023 Mr G emailed IG with a list of problems he said he had identified on the platform. He complained that IG was inaccurately showing his available funds, profit and loss ('P/L') position, and margin position. Mr G also said that he was being blocked from opening new positions when he had the available funds in his account. He reported errors with the guaranteed stop loss facility. In addition Mr G said that performance graphs would not load, he would randomly be logged out of the account, and IG's platform incorrectly triggered alerts.

Mr G explained that he considered IG's platform provided false descriptions and misleading prices in breach of the Consumer Rights Act 2015. He said he'd not been able to apply the trading strategy that he'd planned to because the platform was showing incorrect information. Mr G commented that platform errors meant he'd been unable to open positions that he'd intended to, and that these would have made profits of £8,000 to £12,000. He asked IG to compensate him with £16,500. He said that if IG agreed to this, he would continue to trade with it and would "*try to adapt to the errors while they last*". Alternatively he asked that his account be closed and he receive a refund of his initial investment.

Whilst awaiting IG's response, Mr G sent it an email on 12 March 2023 asking when it would be responding to the issues he had raised. In this email he said that he had had almost no income for over five weeks and had "*invested everything*" onto IG's platform. Mr G said that he had liquidated positions at losses in order to realise funds and that he was eating very little whilst he waited for IG's decision on his complaint.

IG responded to Mr G's complaint on 30 March 2023. It stated that in January 2023 it had identified a display issue with its platform whereby on occasions, for a few minutes, total figures for some accounts were shown incorrectly. The incorrect figures were the funds, P/L, margin and available balance figures in the top right hand side of the screen. IG said this issue began in early January 2023, was resolved on 22 February 2023, and applied to both the online platform and mobile app.

In terms of the information shown on the rest of the screen, including the market, size, opening and latest prices and P/L for open positions, IG said that these were shown accurately at all times. IG commented that the total amounts on Mr G's account were always calculated correctly on its internal backend systems and on statements. Trades were always executed at the correct price, and the realised P/L on its ledger were also correct.

When closing an open position, IG stated the information shown that would have been relied upon to make the trading decision was at all times accurate. Its view was that what it

described as “*a temporary and episodic discrepancy*” in the figures shown at the top of the platform would not have misled Mr G when making trading decisions at any particular time. IG highlighted that Mr G had continued to trade despite his concerns that figures shown on the platform were potentially incorrect. It considered the display discrepancy had caused Mr G distress and inconvenience and offered £250 compensation.

IG said that it did not agree with the accuracy of calculations Mr G had provided on a spreadsheet that he said showed where errors were occurring on the platform. It provided Mr G with its own spreadsheet that it said showed accurate P/L figures for the period in question, plus an example of how it calculated P/L and margin.

IG disagreed with Mr G’s assertion that he’d been unable to open new positions even when he had sufficient funds in his account to do so. It said that trades had correctly been rejected when his account had insufficient funds in it, and it listed the trades which had failed for this reason. It reiterated that its backend systems were correct at all times.

Regarding Mr G’s claim that he was unable to remove guaranteed stops from certain trades, IG responded that such stops could be added and then edited via either its web trading platform or its mobile app. Referring to a video submitted by Mr G intended to show that he’d been unable to delete a guaranteed stop on the web platform, IG said that it wasn’t clear what time or date this had been attempted and so its IT department could not replicate the situation. However it stated it had no record of other customers reporting this problem. IG also commented that a guaranteed stop cannot be edited at all times, such as when the market is closed.

IG said that it had no reports from other customers about being randomly logged out of their accounts, or that graphs would not load. It accepted that there had been a period when alerts were not being triggered on its mobile app in early January 2023, but this was resolved on 27 January 2023. IG said alerts were still working on its web platform. It did not offer compensation for this because it said that it was not possible to say that a price alert would have triggered Mr G to place a trade, or whether such a trade would have been closed for a profit or loss.

IG stated that it had offered Mr G the opportunity to have a remote session with an IT specialist so that the issues he had raised could be explored further, but Mr G did not wish to pursue this.

IG said it was concerned about Mr G’s situation as a result of the comments he’d made in his email on 12 March 2023. It concluded that spread betting was no longer appropriate for him, and it said it was going to move to close his account, restricting trades to closures only. IG considered it should have prevented Mr G from opening new positions once it had seen his email on 13 March, and it said he had incurred losses of £3,712.41 since then. Adding to this the £250 compensation offered for distress and inconvenience, and then rounding this up, IG said it was willing to pay Mr G £4,000. This amount was paid into his account on 31 March.

Unhappy with IG’s response, Mr G brought a complaint to this service. He said that IG had ignored the evidence he had sent it relating to its platform. Mr G commented that platform errors made it almost impossible for him to trade intuitively. He did not accept IG’s critique of his spreadsheet trading calculations. He also felt that IG had chosen not to address errors that he considered he’d evidenced through a number of videos that he’d sent it, and was unhappy overall with the time IG had taken to respond to his complaint.

With regard to his email dated 12 March 2023, Mr G told us that he’d sent this in an effort to speed up IG’s response to him, and that he’d said “*several things that were not exactly*

accurate". He said that by setting his account to closure, IG stopped him improving his positions, and he described IG's actions as trying "*to steal all of my money.*" Mr G disputed that IG was able to close his account in this way.

Mr G summarised that in his view IG's platform has intermittent, significant errors which make it difficult to trade. He said that the errors "*are hard to notice and are only verifiable with extensive calculation.*" He also said that the platform did not give him accurate information confirming how much he had available to trade. Mr G questioned whether there were errors with IG's platform before December 2022, albeit he accepted that the evidence he had provided related to events since that date.

Our investigator did not uphold this complaint. She stated that trades which IG's systems allowed Mr G to place were based on accurate account information which took into account available capital and margin requirements at the time. She said there was no evidence that IG's systems prevented Mr G from opening trades that it should have allowed, based on his available funds. Based on the video evidence submitted, the investigator did not consider it had been shown that IG's platform prevented Mr G amending guaranteed stop losses that should have been permitted.

The investigator acknowledged that some of IG's platform information was inaccurate at times. However she noted that when in December 2022 Mr G had told IG that he considered there were discrepancies on the platform, he had continued to trade on it. On balance she did not consider the inaccuracies noted had affected Mr G's trading decisions, or caused him a loss. The investigator felt that £250 compensation offered by IG for distress and inconvenience caused was fair.

Regarding graphs not loading, unexpected logouts and incorrectly triggered alerts, the investigator noted that Mr G himself had accepted these had not caused him "*any significant financial losses*". In addition the graphs related to assets that Mr G had not traded in. Overall the investigator's view was that it was not appropriate to compensate Mr G for this element of his complaint. The investigator did not consider IG had responded to Mr G's complaint in an unreasonable timescale, and felt it had responded to the concerns he'd raised.

In terms of moving the account to closure, based on the comments Mr G made in his email on 12 March 2023 regarding his financial situation, the investigator considered IG's actions were fair. In the absence of any evidence showing errors on its platform before December 2022, the investigator's view was that IG did not need to take any further action about this.

Mr G did not agree with the investigator's findings. He repeated his allegation that IG had stolen his money, and suggested that it was following bad business practices. Mr G said that IG had provided a system that gave customers constant erroneous data, making it much more difficult to trade than the business suggested. By closing his account he said he'd been forced to close trades, creating losses for him.

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.

The crux of Mr G's complaint is that information shown on IG's platform was intermittently incorrect and that this made it more difficult for him to trade. He considers that on occasions he missed out on trading opportunities because of inaccuracies on the platform, and he has asked to be compensated for this. He is also dissatisfied that comments he made in his email on 12 March 2023 led IG to inform him that his account would be closed.

Mr G first raised concerns with the accuracy of information on the platform in December 2022. He has questioned whether there were errors in IG's systems prior to this time. However, I would agree with the investigator that in the absence of any pre-December 2022 evidence being provided that shows any discrepancies, I do not consider there is reason to think that the platform did display incorrect information before December 2022.

I note that following Mr G's first email to IG on 13 December 2022, in which he said that money had twice disappeared from his funds, he emailed later that day to confirm that all figures were in fact correct. However Mr G continued to find what he considered to be faults on the platform, and this culminated in his email on 28 January 2023. He provided further evidence, including a number of videos of him trading, in support of his contention that the platform was not showing accurate data, or performing as he considered it should.

IG conducted an investigation after Mr G raised his concerns. In its complaint response on 30 March 2023, it accepted that there was an intermittent issue whereby totals in the top right hand side of the screen that included the P/L, margin and available balance figures were showing incorrectly. IG considered this issue ran from early January to 22 February 2023. It is therefore accepted by both parties that an element of the information on IG's platform was inaccurate.

Mr G's contention is that IG has ignored evidence he sent it which shows faults on its system. He has forwarded videos of his trading together with screenshots in support of his position. I have carefully considered the submissions Mr G has made, but overall my view is that IG did carry out an appropriate investigation to assess the extent to which its platform might be displaying erroneous information. And I do not consider that the length of time IG took to investigate Mr G's concerns and respond to his complaint was unreasonable.

A further claim made by Mr G is that incorrect information on the platform prevented him from opening trades because it assessed him as having insufficient available funds to do so. IG provided Mr G with a list of his rejected trades, and it stated that these were determined using accurate figures on its backend systems showing that there was not enough available cash in the account to fund the trades. On the balance of evidence submitted, I'm satisfied that Mr G was not denied the opportunity to open trades due to incorrect figures being shown on the platform about the total account balance.

Mr G says that inaccurate platform information made it much more difficult for him to trade in the way that he wanted to. He has estimated the profits he considers he could have made without there being any platform errors. I note what Mr G has said but as the investigator highlighted, he did continue to trade on IG's systems, despite his concerns about the accuracy of some of the figures that were being presented to him. Mr G clearly did not feel constrained from carrying out any trading with IG, and in my view it would not be possible to say with any certainty how trades would have performed had Mr G placed more over this period. In the circumstances I do not consider it would be reasonable to require IG to pay compensation to Mr G based on claimed missed trading profits.

In terms of Mr G being unable to amend guaranteed stop losses on the platform, my view is that the evidence provided is not sufficient to show that this was the case. As the investigator commented, the video Mr G submitted does not show the full wording that was displayed to him when attempting to do this. IG has also explained that at certain times, it is not possible to edit a guaranteed stop. I'm also not persuaded that the impact of being unable to load certain performance graphs, incorrectly triggered alerts or reported unexpected logouts have caused Mr G significant difficulties.

Mr G has said IG's platform provided false descriptions and misleading prices. IG's investigations concluded that there were intermittent display discrepancies on its platform for

some accounts on part of the screen. As I have explained above, I do not consider that it's been demonstrated that these errors caused Mr G a financial loss. But in my view it is clear that Mr G has been caused unnecessary distress and inconvenience in this matter. Bearing in mind awards made by this service in similar circumstances as the ones here, where a business' errors have caused its customer difficulties, I consider the compensation amount of £250 offered by IG to be fair.

IG told Mr G that it was going to close his account due to the content of his email on 12 March 2023. In this email Mr G said "*I have no money at the moment. It is all locked in your system.*" He said he was eating very little and "*living on almost no money a day.*"

IG concluded that a spread betting account was no longer appropriate for Mr G. It explained that it would be up to Mr G to close his open positions when he wanted to. IG refunded losses Mr G had made from 13 March 2023 to reflect its view that it should have prevented him from opening new trades from that date.

Mr G has described his 12 March email as a way to speed up IG's response to his concerns, and he says that its content was not entirely accurate. I note his comments, but on balance I consider that IG acted reasonably when it decided to close his account. IG has a duty of care to its customers, and had received an email from Mr G that described significant financial hardship. In the circumstances my view is that it was appropriate for IG to conclude that it should not allow Mr G to continue using its spread betting account, other than to close his existing positions. I also consider it was fair to pay Mr G the losses he'd incurred since 13 March 2023.

I appreciate Mr G is likely to be disappointed with my findings. However based on the evidence provided, my conclusion is that IG should not be required to take any further action.

My final decision

IG Index Limited has already paid Mr G £4,000, a rounded up figure that totalled losses sustained in his account since 13 March 2023 together with £250 compensation for distress and inconvenience caused to him. I consider this compensation amount to be fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 July 2024.

John Swain
Ombudsman