

The complaint

Mr A complains Trading 212 UK Limited (T212) frustrated his efforts to open an account with the firm.

What happened

In January 2025, Mr A set about opening an account with T212 online.

He ran into difficulties when, as part of the application process, he was required to capture images of himself and his identification and upload them to T212's website. Mr A reported the issue to T212 and began a discussion about the issue by email.

Over the course of these discussions, T212 didn't resolve the issue Mr A had reported. Instead, it recommended he should attempt his application via its app which he'd need to download and install on his phone.

Mr A was unwilling to install T212's app on his phone. He suggested an alternative means of providing some of the information necessary, which T212 appeared to ignore. He proceeded to complain to T212 that, amongst other things:

- The issue he'd identified was clearly a flaw in T212's website.
- The firm had made no attempt to resolve his concerns by phone.
- He shouldn't have to download the app where other channels existed.
- The firm's identification requirements were onerous and unreasonable.
- The firm was failing to uphold the principles of Consumer Duty.

Frustrated with the process, Mr A explained he wouldn't be pursuing his application and asked for his records to be deleted.

T212 responded to Mr A's complaint on 30 January 2025 dismissing the concerns he'd raised. It argued its account opening requirements were reasonable and accessible in its publicly available terms and conditions. It reserved the right to not offer services to anyone unwilling or unable to meet its requirements. It did however agree to delete his records. As Mr A remained unhappy, he referred his complaint to our service.

Our investigator didn't uphold Mr A's complaint. In summary they concluded that:

- They accepted T212 hadn't properly diagnosed the issue Mr A was reporting. But it was ultimately reasonable of the firm to have suggested using its app as an alternative means of completing the application.
- T212 didn't call Mr A to discuss or resolve his concerns, but its terms and conditions didn't oblige it to do so. It responded to the issues Mr A had raised promptly and fairly.
- They weren't persuaded T212 failed to uphold the principles of Consumer Duty.

Mr A disagreed with our investigator's findings, so the matter has been referred to me for a final decision.

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 considered the products and services available to customers applying for accounts with T212, and having had regard to its broader regulatory obligations, I'm satisfied the firm's requirement to capture images to support customer applications is a fair and reasonable one. I'm also satisfied these requirements are outlined in the firm's terms and conditions, the acceptance of which is mandatory for any customers applying for products or services with the firm. With that being said, the firm is broadly required to treat its customers fairly and consider their best interests. And I would expect T212 to consider this when responding to issues or concerns raised about any requirements it imposed.

It doesn't appear T212 successfully diagnosed or fixed the issue Mr A encountered when attempting to complete his application via its website. Doubtless this was an inconvenience to Mr A. I can see though that the firm was quick to apologise for this and suggested its app as being an alternative means for Mr A to complete his application.

Mr A doesn't consider T212's reliance on its app to be fair in the circumstances. But I've considered the reasons he's given in support of his argument, and I disagree with them.

T212's publicly available terms and conditions explain it offers services through two channels, its website and its mobile app. Where Mr A had reported an issue with one of those channels, an option for T212 could have been to diligently troubleshoot that issue in search of a permanent solution. But I think this could've placed the firm at odds with its obligation to treat its customers fairly and consider their best interests.

I say this because had T212 pursued an investigation into Mr A's issue, I'm conscious this would've been on his time. In the circumstances, I don't think it was unfair or unreasonable of the firm to have proposed the use of its mobile app, instead of fully investigating the issue that'd been reported. Likewise I don't think it was unfair of T212 to have seemingly discounted Mr A's suggested workaround, because with all of the known facts at that point, I consider using its app had the potential to bring a swift end to the issue Mr A was experiencing.

I've followed the correspondence Mr A and T212 exchanged after it'd recommended using its app to him. Mr A gave T212 some of his reasons for being unwilling to download and install its app. But frustrated with the process up until that point, he also quite swiftly disengaged with the application process, choosing to proceed only with his complaint instead. This was Mr A's choice, and having made it, I don't consider that T212 was obliged from that point to explore a solution to the issue he'd reported in the first place. In the circumstances, I'm satisfied that the apology T212 offered Mr A for the inconvenience he'd experienced was sufficient in the circumstances, given the firm's responses had been fairly swift.

Broadly, I don't consider T212's failed to treat Mr A fairly, or that it's fallen foul of its obligations to him under Consumer Duty. For all of these reasons, I do not uphold Mr A's complaint.

My final decision

My final decision is that I do not uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 June 2025.

Marcus Moore
Ombudsman