

The complaint

Mr W complains Trading 212 UK Limited (T212) has treated him unfairly by requiring him to share biometric security data in order to access his accounts.

What happened

Mr W's been a customer of T212 since around 2020. He's found recently than when attempting to access its trading app, he's prompted to record a video selfie in order to gain access to his account. Mr W has concerns about sharing this sort of biometric data and is therefore unwilling to do so.

He discussed the need for the selfie with T212. The firm gave reasons for introducing the feature. But it wasn't always clear about whether recording the selfie was mandatory or not. Mr W raised a complaint.

T212 defended its decision to introduce the requirement for a selfie, which it confirmed was mandatory. It also offered apologies, because it accepted it hadn't always communicated this especially clearly to Mr W. The firm explained that going forwards, Mr W would either need to comply with its requirements or close his account.

Mr W wasn't happy with T212's response. He noted the selfie wasn't a requirement at the outset of opening his account with the firm. And he felt he'd declined to accept any of the changes T212 had made to its terms in the years since. As a result, he didn't think it was fair of T212 to enforce this new requirement upon him and his account. Mr W referred his complaint to our service.

Our investigator didn't uphold Mr W's complaint. In summary they found that:

- The firm's general move to enhance its security procedures was well founded.
- It wasn't unfair of T212 to require Mr W to provide a video selfie.
- The original terms Mr W had accepted permitted T212 to amend its services.
- It wasn't unfair to have limited Mr W's access to his accounts, as he wasn't willing to comply with its requirements.

Mr W didn't accept our investigator's opinion. In summary, he felt T212 were obliged to offer a non-biometric means of identifying himself. He also reiterated that since opening his account, he'd not accepted any updated or amended terms from T212. Broadly, he felt that videoing himself represented an excessive and unnecessary collection of his personal data. As no agreement was reached, the matter's been referred to me for a 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 done so, I've reached the same outcome as our investigator, for largely the same reasons.

At the outset of opening his accounts with T212, Mr W accepted the firm's standard terms and conditions as they were written at the time. In my opinion these terms are significant to the outcome of this complaint, as they laid the groundwork for what Mr W and T212 could expect from one another in the course of their relationship.

In section 5 of these terms, under the heading "Rights and Obligations", T212 explains that:

"5.1. We are required under the law and regulation to verify the identity of our customers. We have undertaken a risk-based approach to this process, which might require obtaining among other things, documentary proof of your name, date of birth and address. You shall agree that we may use additional online electronic verification tools that might request among other things further details, documents, photo and video evidence from yourself. If you cannot satisfactorily prove your identity, you may not be able to open an account with us or may have to close your existing account".

In section 26 of these terms, under the heading "Amendment", T212 explains that:

"26. 1 We may from time to time change the terms of this agreement for the following reasons:

- a. to make them more favourable to you or to correct mistakes or oversights or*
- b. to cover the improvement of the services, the introduction of a new service or the replacement of a service with a new one; or*
- c. to provide for the introduction of new financial systems, change in technology and products; or*
- d. to comply with the requirements under the Applicable Law and regulation".*

What I take from this, is that Mr W was on notice from the outset of his relationship with T212 that it could require biometric information from him. And also, that it reserved the right to amend its terms as it updated its products and services over time. In my opinion, it is of little significance that Mr W has withheld his consent from the subsequent iterations of T212's terms and conditions. The agreement he accepted at the outset permitted the firm to seek biometric data and to amend its terms over time. I don't consider any of the actions Mr W has complained about are in breach of the terms he accepted.

I've considered Mr W's concerns around sharing his biometric information, and why he believes this to be problematic. But nothing he's said has persuaded me that T212's requirement represents a breach of any of the applicable laws, regulations, or standards of good industry practice. I've considered the firm's requirement for biometric data in the context of its obligations to protect customers against fraud, and to prevent its services from being used to further criminal ends. Having done so, I'm not persuaded it was unfair or unreasonable of T212 to have asked Mr W for biometric data, and I don't consider the firm was obligated to provide him an alternative in this context.

Mr W is within his rights to refuse to comply with T212's request. But as long as he does so, I'm not persuaded he could reasonably expect to benefit from the products and services it offers. He remains free to either close his accounts or transfer his assets to a broker whose security procedures he's more comfortable with.

It's regrettable that, when he first raised his concerns, T212 wasn't clearer with Mr W about whether the biometric security was optional or not. This was a mistake on T212's part. But I'm satisfied the apology the firm offered in its final response is sufficient to address that mistake in these circumstances. I don't require the firm to take any further action in response to this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 October 2025.

Marcus Moore
Ombudsman