

## The complaint

Mr W complains that Trading 212 UK Limited (T212) hadn't properly executed trades he'd placed, that it hadn't properly applied margin or overnight charges, and difficulties communicating with the firm.

## What happened

Mr W has a contract for differences (CFD) trading account with T212. When trading gold and silver positions towards the end of 2024 he found the positions he opened were much larger than he expected. He thought this might be due to a problem with how the 'slider' the app uses as an option to select quantity inputs when placing a trade.

Using this slider to set the quantity, he says this opened a position of 215 Gold instead of the 50 intended, and also 4,700 Silver instead of the expected 2,000. Those increased positions led to a higher exposure than Mr W wanted, which led to a larger loss when those positions were closed, one by what Mr W recalled as being by margin call.

In his view T212's app wasn't working properly in periods of high demand and volatility. He also felt that when he needed to ask T212 for help in resolving these matters that its contact methods prevented him from getting the support he wanted. Where his previous provider had a trading desk he could contact, T212 only accepted communication by instant message and chatbots, which he says tended to lead to him receiving a poor service.

Later Mr W raised further concerns with T212, that he didn't think it was properly crediting his trading profits to his account and how it applied margin and overnight interest to his positions.

T212 issued two final responses explaining that it wouldn't be upholding Mr W's complaint. It said this was because:

- The slider in the app reflects the margin required not the size of the order.
- His orders were executed as selected by him.
- There were no records of any system issues.
- Profits won't always be credited to the cash value.
- It charged overnight fees in line with its terms.

As Mr W was dissatisfied with T212's response to his complaint he referred it to our service to consider further. One of our Investigators looked into the matter and didn't think it should be upheld. Across a number of issued findings he explained this was because:

- The firm had evidenced his trades were placed as requested.
- There was no evidence of an error when the stop loss was triggered.
- His taken profits likely accrued into his available margin and so were added to his account.
- The margin had been applied correctly and was being offset by other open positions.
- There was no evidence of overnight interest being misapplied.
- It isn't unreasonable the firm uses the contact methods it does.

Mr W responded to our Investigator disagreeing with the conclusions he'd reached. In his view his trades had been affected by "bugs" in T212's app. He also didn't think T212's contact methods provided the quick resolutions that should be expected when trading CFDs. He also didn't agree that hedging offsets caused the issues around margin and his cash balance.

As an agreement wasn't reached, Mr W's complaint was 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.

Having done so, I've reached the same conclusions our Investigator did that there isn't sufficient evidence to uphold Mr W's complaint. For me to do so I would first have to identify on the balance of probabilities that T212 fell below its obligations to Mr W, and that in doing so it caused him a detriment.

For me to fairly say then that T212's app incorrectly set the trade quantity I would need to be persuaded from the evidence available it's likely that happened. Having considered the evidence available, which includes testimony and screenshots from Mr W, and T212's backend records for his Gold and Silver trades, I'm not persuaded that's the case. That isn't to say that I doubt Mr W's recollections about what he entered. But having overall considered the evidence to hand, there isn't sufficient evidence to persuade me that it's likely Trading 212's app caused those problems.

I say this because Mr W recalls using the slider to select the trade quantity and is the method he'd usually use. But importantly the value that shows isn't the trade size and value. That figure is instead showing the margin the order will consume based on the account and market values. If Mr W was using this slider in mind that he was selecting the size of the positions, it could then be likely that in certain circumstances that could have unexpected outcomes. Most notably this would occur when a similar position is already open which would in effect be creating a hedge. Looking at the records available I can see that Mr W has held positions in opposite directions in that manner, such as a screenshot he provided showing buy and sell directions in Gold.

T212's backend data in my view shows the order being received for his Gold trade being 215 and executed as such. I understand Mr W says that the slider and value on screen show different numbers and that desynchronisation of those values means T212 is executing the incorrect value. But given what I've said above about what that slider is displaying and the impact hedging has on that, I'm not persuaded T212's app was sending conflicting, or

incorrect, values which caused an incorrect quantity to be executed. I've also taken into consideration T212 doesn't have any records of there being issues with its app. Typically when such issues occur there are records showing reports being raised by multiple users and IT logs showing disruptions or issues. As none of those are available here, I'm more persuaded the issues were isolated to Mr W's usage of T212's app, rather than an issue caused by it.

When the Silver position closed, that wasn't by margin call as Mr W recalls. T212's records show that Mr W opened that position while markets were closed and placed a stop loss with it. When markets open the Bloomberg pricing data provided evidences that the price had slipped, which is a risk of placing trades in those hours, causing his position to be automatically closed in line with where the market was trading at the time.

It follows then I think it's likely T212's app was working as intended and it didn't cause an incorrect position size to be executed.

I've also considered the points Mr W has made about profits not being available to him as cash. Having done so I'm satisfied by T212's explanation to him that this likely didn't happen because of his account position at the time. When a profit is realised it moves into the general balance of the account, some of which will be being used as margin. Until he's above the necessary level for that to show as available cash to him, it wouldn't show as available, as it's being used to support already open positions. In my view that's how CFD trading accounts typically operate with available cash being used to maintain positions in that way, and when it is being used as such it doesn't show as withdrawable from the account. The margin required changes as the position value moves up and down. It has also explained that the margin required is also dependant on the net effect of open positions and so isn't always needed, particularly when there is a hedge in place, which Mr W's account usage suggests likely suggests was probable.

Turning now to the application of overnight interest. Such a charge is typical when holding CFD positions overnight as they generally reflect the cost being passed on by the firm maintaining the position overnight, often because of the firms hedging costs or the effect of the firm financing the full value of the position being margined. I understand Mr W feels T212 opened larger positions than he expected and his concerns about the overnight interest may apply to that. But for the reasons already explained, I'm satisfied T212 fairly executed those positions and so could fairly apply overnight interest using the size of those positions in its calculation of the amount due.

When Mr W opened positions I think it's likely T212 would've disclosed the overnight costs to him prior to submitting his trade request. I say this because Mr W has provided screenshots which show the overnight interest applicable to the position being opened, in both GBP and as a percentage of the overall trade with a button to tap for more information. I think it was likely reasonably clear then the charges that would apply, how much and how that was calculated. While I don't have all the charges T212 applied to Mr W's account, I'm satisfied from the information that has been provided that it's likely it applied those fairly given it calculates them based on the size of the position, the price and the applicable interest rate at the time, which was likely disclosed at the time of the trade.

Lastly I've considered what Mr W has said about the options to communicate with T212. There's no obligation on firms to provide particular methods of contact. And while it may not be the level of service Mr W prefers and expects, T212 wouldn't be acting fairly by preferring contact digitally, as opposed to other more verbal methods. I've also reviewed the communications, and in doing so I've not seen evidence that T212 acted in a manner towards him I think unfair. It follows then I'm satisfied with how T212 communicated with him, and that it wasn't obligated to use other methods Mr W may've preferred.

**My final decision**

For the reasons given above, my final decision is that I don't 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 8 January 2026.

Ken Roberts  
**Ombudsman**