

## **The complaint**

Mr I complains about losses he incurred due to his Contract for Differences (“CFD”) trading account with Plus500UK Ltd (“Plus500”).

## **What happened**

Mr I opened a CFD trading account with Plus500 on 28 May 2017. In 2021 he raised concerns with Plus500 about the accuracy of its pricing charts and the losses he attributed to those inaccuracies. He raised a complaint at that time, which wasn’t later referred to our service.

He had stopped using Plus500’s services but more recently returned and continued trading CFDs with the firm. In doing so he incurred further losses which he again attributed to the same, or similar, inaccuracies in Plus500’s charting tools. This led him to complain to the firm about the following matters:

- It provided him with inaccurate pricing information which led to his trading losses.
- It didn’t properly check the account was appropriate for him when he opened it.
- He was induced to trade which increased the losses he incurred.
- No attempts were made to reassess the appropriateness of the account when he complained in 2021.

Plus500 considered his complaint and while didn’t think it should be upheld did offer Mr I £1,550.00 as a goodwill gesture to resolve his complaint. Mr I didn’t think the offer was fair and so, he referred his complaint to our service.

As some of the matters Mr I complained of took place more than six years before his complaint to Plus500, our service first had to consider whether he had made his complaint in time. One of our Ombudsmen considered our remit around time regarding the matters Mr I complained of and found that only those matters after 19 September 2018 were in time. That meant the parts around the account opening and the charts before then couldn’t be considered as they were out of time, but we could consider the parts about the charts after then, the inducement to trade, trading losses and re-assessment of appropriateness.

One of our Investigators proceeded to consider the parts of Mr I’s complaint that were in time but didn’t think his complaint should be upheld. He said Plus500 couldn’t have been aware of any financial troubles before he had indicated such difficulties to Plus500 until around mid-2024. Once he had, Plus500 took action to begin the closure procedures for his account. He wasn’t persuaded there was evidence of any unfair inducement to trade and while the charts shouldn’t be relied on when trading, it was reasonable to expect Plus500 to provide accurate information on these. In his conclusions, he didn’t think Plus500 needed to do anything more than it had already offered.

Disagreeing with the outcome our Investigator reached, Mr I, in summary, said the following:

- Our Investigator hadn’t been consistent with what other decisions our service reached said about Plus500’s obligations to intervene.

- There were significant factors with Mr I's application that ought to have led Plus500 to consider the account wasn't appropriate for him. As the losses stem from the inappropriateness of the account it wasn't right we hadn't addressed that aspect
- The live chats between him and Plus500 evidence he was trading emotionally rather than him trading on genuine understanding of the products.
- Plus500 were obligated to monitor his trading behaviour and intervene.
- The compensation Plus500 offered hadn't been paid.
- Plus500 didn't check the source of the money Mr I was trading.
- He could be said to have 'scalped' on the account, which was contrary to Plus500's terms, demonstrating the firm's monitoring controls were insufficient.

Our Investigator wasn't persuaded to change his outcome and as there was no agreement, the complaint was passed to me to decide. I issued a provisional decision as I reached a different outcome to our Investigator and wanted to inform the parties that I intended to uphold the complaint in part, and why, giving them both an opportunity to respond to those conclusions.

In my provisional decision, I said:

"I understand Mr I continues to feel we should be considering all parts of his complaint and not just focusing on the issues since 19 September 2018 as our Investigator has. Our service has previously issued an Ombudsman's determination on the time limits affecting this complaint. And while I've read Mr I's arguments around the matter of time, I've not seen I need to say anything more on that. This means I won't be considering or commenting on matters prior to 19 September 2018 relating to the initial account opening, points around appropriateness, or the accuracy of the pricing charts. I'm also satisfied our Investigator didn't comment on those aspects for that reason.

Turning now to the matters within our jurisdiction, having reviewed all the evidence available to me my intention is to uphold this complaint in part. Specifically, that comments Mr I made to Plus500 on 21 June 2021 ought to have led it to consider it should restrict or stop providing its services to Mr I. I understand Mr I will be disappointed I don't intend to compensate him for the time earlier than this, or for the other issues he's raised, I'll explain why.

#### Mr I's circumstances

In its dealing with Mr I, Plus500 needed to have fair regard to its obligations. Of particular relevance in this complaint are the following:

PRIN 2.1 – Principle 6 – "A firm must pay due regard to the interests of its customers and treat them fairly".

COBS 2.1.1R – "a firm must act honestly, fairly and professionally in accordance with the best interests of its client".

FG21/1 – FCA guidance for firms on the fair treatment of vulnerable customers

Those in my view set out that Plus500 needed to be alive to any vulnerabilities Mr I may demonstrate and act fairly in response to those. I accept FG21/1 is guidance rather than a rule, which on its own is a relevant consideration under DISP 3.6.4, and while Plus500 isn't obligated to follow it I'm satisfied this guidance demonstrates what a fair application of Principle 6 and COBS 2.1.1R would look like in these circumstances.

On 21 June 2021 when Mr I entered into a live chat with Plus500 to talk about the losses he had incurred trading CFDs with Plus500, he said:

"I have been trading with you for nearly 5 year[s] and have lost a lot of money and don't have any more money I was wondering if you guys could help me b[y] giving me some capital to trade off as there were times I was trading and the options wouldn't let me close out in profit

I have lost over 120k

I was hoping if you guys could help me to get some capital to start trading again as a bonus

I have been trading for a long time and now I understand how to make money but I don't have any capital"

Plus500 responded to this message to say it couldn't offer any capital or bonuses and so wouldn't be able to provide the help Mr I had asked for.

In my opinion Plus500 ought to have considered more carefully what Mr I was saying here. The message above is telling Plus500 that he has lost a lot of money, had no more money and was essentially asking Plus500 to lend him the money to be able to continue trading. From my reading of the message, I think it demonstrates desperation in the tone of his message and by taking no action, as Plus500 did, risked Mr I worsening his position.

In my view once he had shown, of which this is the earliest reference I think Plus500 ought to have recognised, this financial vulnerability then Plus500 ought to have taken action to meet its obligations for fair treatment and acting in the best interests of Mr I having regard to the vulnerability guidance.

Plus500 wouldn't reasonably have known Mr I's financial circumstances at that time but there was a strong indication in my view that he was experiencing financial difficulties, from this message and especially so when read with the information about his financial situation Mr I gave Plus500 when he completed the account application. When he did so in May 2017, he told Plus500 within that he had an annual income of up to £15,000, and savings and investments of £0 to £5,000. In his message to Plus500 on 21 June 2021, he told it he'd lost around £120,000, well above what Mr I told Plus500 about his financial circumstances then. While his financial position may have changed in the years between 2017 and 2022, the earlier information was readily available to Plus500 and combined with his message ought to have, in my view, led it to engage with Mr I further about the vulnerability he was demonstrating.

If it did so then based on the detail Mr I has provided our service with about his circumstances and history, the only reasonable conclusion I think Plus500 could've reached was that he was likely trading beyond his means and experiencing financial difficulties. The information Mr I has provided to us detail his personal and financial circumstances, including the source of the money he was trading. Which for reasons of

confidentiality I won't set out in detail here, but Plus500 has been provided with them and so is familiar with the document I am referring to.

In my view then had Plus500 contacted Mr I about his situation as I think it reasonably should've following Mr I's messages on 21 June 2021 ought to have concluded that CFD trading was no longer right at this time for Mr I given his financial situation. It follows then that in acting fairly towards and acting in his best interests, Plus500 ought to have terminated the account, or at least placed restrictions on it.

I'm satisfied then that Plus500 ought to have considered Mr I vulnerable, and if it had and engaged with him further it ought to have prevented Mr I from opening new trades with it one way or the other. It follows then if it had then Mr I wouldn't have incurred the losses he did from positions opened after the 21 June 2021 message was sent.

In putting things right for this part of his complaint, I'm intending to say Plus500 needs to refund those losses and pay him compensation to reflect the distress and inconvenience caused, which I'll set out in more detail below.

#### Accuracy of pricing charts

I've seen the video and screenshots of the inaccuracy Mr I says caused his indicators to misinform his trading decisions. My understanding of that evidence is that the buy and sell values on the graph differ to those in the instrument line. Plus500 reached a similar conclusion in its final response but wasn't able to replicate this issue itself.

I understand from Mr I that he was relying on the values in the charts to inform his trading decisions. Plus500 do in its terms warn about placing reliance on this information. While I've not seen Mr I's agreement to these terms I think it's likely these would've been provided to him, and were available to him online, and agreed to them. Had he not then Plus500 wouldn't have provided him with the services it did.

Those terms say in particular at 15.3:

"Any Financial Data, prices, leverage, margin or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means whatsoever ("Content"), is provided as general market commentary on a best endeavours basis and does not constitute investment advice. Furthermore, such Content is subject to change at any time without notice. Whilst we do take reasonable measures to ensure the accuracy of such information, we will not accept liability for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information."

I'm satisfied this sets out in a clear, fair and not misleading manner that this information is provided on the basis Plus500 won't be responsible for losses caused by the accuracy of it. I don't think it's unreasonable Plus500's terms contain such a clause, which is a common one across the industry. I say this because these systems are complex and depend on third parties and the performance of devices or internet connections on individuals, which are elements which would be outside of Plus500's control.

Mr I has said he's seen this issue many times in the past and given he was aware how these issues were presenting for him. In my view his continued reliance of them along with the terms above about this, and also that Plus500 hasn't been able to replicate the issue on balance doesn't persuade me Plus500 ought to be responsible for the

losses he says he incurred from the issues he experienced with the accuracy of these charts.

It follows then where the above term is clear, fair and not misleading and has been in the circumstances applied fairly, I can't say Plus500 treated Mr I unfairly in how it presented the pricing information to him or is responsible for the losses incurred from Mr I's reliance on it when he traded.

#### Inducements

Mr I says Plus500 sent him notifications and messages which were aimed to induce him to return to CFD trading after he had taken a break following losses he incurred in 2018. I've not been provided copies of these and there doesn't appear to be any account specific records of what was sent to Mr I.

However, even if I were to accept what Mr I has said about the content of these messages, I'm not persuaded it would've been unfair for Plus500 to send those. At the time Mr I says these took place Plus500 hadn't yet a reason to consider Mr I was vulnerable, or otherwise someone it shouldn't be promoting its services to, which from Mr I's recollections of these messages I think were intended as promotions and advertisements. While I understand Mr I felt induced to return to Plus500's services when he received those, I can't fairly say it acted unfairly by sending such message when it had at that time no reason to consider Mr I may be vulnerable to them.

Given what Plus500 knew about Mr I at that time, I'm satisfied it was for Mr I to take additional action to prevent himself from going back to the account if he didn't want to. Such as by instructing Plus500 to close it, or not to send him, or prevent himself, the notifications he recalls being sent.

It follows then I can't fairly say Plus500 acted unfairly towards Mr I around the tone and content of its messages to him. As it stands my intention is not to make any direction against Plus500 for this part of Mr I's complaint.

#### Appropriateness

As I've explained above, I won't comment on appropriateness issues prior to 19 September 2018. Since that date Mr I has alleged that Plus500 ought to have completed an updated appropriateness assessment after he returned from his trading break. I understand the point being made but I don't agree.

I say this because the rules don't require a reassessment of appropriateness. Additionally, appropriateness isn't considering an individual's financial capacity to trade, merely that they have the knowledge and experience to be able to understand the risks involved in CFD trading. I'm satisfied then I've not seen Plus500 were obligated to reassess his appropriateness as Mr I argues it does.

It follows I don't intend to make any award around this part of Mr I's complaint.

#### Monitoring and usage of the account

As I intend to say that Plus500 ought to have intervened on Mr I's account on 21 July 2021 and refund losses since then, I'll only consider Plus500's obligations between the period from 19 September 2018, from when I have jurisdiction to consider, and 21 July 2021, when I think Plus500 ought to have intervened.

In doing so, I'm not persuaded Plus500 was obligated to intervene in Mr I's losses. CFD trading is inherently risky, and large losses aren't unheard of. At that time there wasn't any particular regulatory obligation to monitor Mr I's account in the way he describes – i.e. monitoring and preventing losses. Where Plus500 provided an execution only service to Mr I and does in its terms, as varied from time to time, raise awareness of the risks of CFD trading, in my view the fundamental responsibility on how Mr I used his CFD with Plus500 was his.

I have although considered whether Plus500 acted in his best interests and treating him fairly ought to have identified whether there was any particular trading pattern that ought to have prompted it to step in. But acting in best interests and treating him fairly needs to be taken in the context of the trading he was carrying out, CFD trading. And so, needs to be thought about in the context of the execution only services and inherent risks of CFD trading. That means just because Mr I is incurring losses doesn't on its own mean Plus500 would be required to step in to intervene.

And having reviewed the trading activity, I'm not persuaded Plus500 was obligated to intervene prior to what I've said about July 2021. I say this because the trading activity looks typical of CFD trading, while there are at times large losses there are also large wins and between those, wins and losses in various amounts. I'm not persuaded this pattern, proportion of wins to losses or results of his trading give rise to a reason that Plus500 was obligated or otherwise ought to have considered to intervene in Mr I's usage of the account.

On the source of the funds, Plus500 under regulations relating to the prevention of crime and money laundering would've asked Mr I about the source of the money he intended to invest. While I've not seen how that was answered, I'm familiar with Plus500's onboarding process and I think it's likely it wouldn't have gone into the detail Mr I says it should've relating to the money coming from compensation of which a family member has an interest in. But the regulations don't require such detail and essentially acts as a check the money hasn't come from a criminal source. So, I don't agree Plus500 ought to have identified there may be another with interest in the funds being invested.

Mr I mentions his account could be said to have been used to 'scalp' on the account. The inference I understand to be that had Plus500 identified that then it would've closed his account. And had it done so, Mr I wouldn't have incurred all the losses he did and also evidences Plus500 weren't sufficiently monitoring his account.

Plus500 defines 'scalping' as:

"A trading strategy where a significant portion of the customer's positions are opened and closed by him/her within 2 minutes"

And within its terms about such a strategy being employed it says:

"You will not enter into any transactions which fall within the definition of Scalping or automated data entry system. Accordingly, a significant portion of your positions with short duration with a win/loss ratio significantly in your favour may be deemed as abusive trading and will not be allowed; in such circumstances we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the Client Agreement under Section 22.4 or 22.7"

I've reviewed the highlighted extracts Mr I has provided which he says demonstrates such scalping, and also the full trading history provided by Plus500. Having considered those, I'm not persuaded the overall activity means Plus500 ought to have considered terminating the account sooner. I say this because in my view, Plus500 doesn't preclude short term positions, only those are excessive in number and/or win percentage. From reviewing the trading history, I'm not persuaded Mr I's trading history would meet that. It follows I can't fairly say Mr I's activities ought to have led Plus500 to consider closing his account, which in any event as the terms are worded effectively within its discretion whether to do that, the alternatives being either taking no action or cancelling or voiding positions.

It follows I've not seen to uphold Mr I's complaint for these parts of his complaint.

### **Putting things right**

For the reasons given above, I intend to direct Plus500 to:

- Refund the net losses incurred from 21 June 2021,
- Pay Mr I £400 to reflect the impact those losses had on him.

While Mr I was deprived of the use of these funds, I don't intend to make an award of 8% simple interest on that amount. I note from Plus500's recent questionnaire to Mr I about his circumstances, those are more reflective of someone who CFD trading may be appropriate for. And so, I can't say Mr I wouldn't have later reengaged in CFD trading. In my view then I can't fairly say the money I intend to direct Plus500 to pay him wouldn't have been used in a speculative manner later on.

While I appreciate my award of £400 may be less than Mr I was expecting, I need to consider the impact to Mr I based on what is only a partial award of the total loss Mr I alleges. From reviewing the statement that amount appears to be only a small proportion of that total loss alleged. In my view the loss I intend to direct Plus500 to pay to Mr I likely wouldn't have prevented the very difficult situation himself now had he not incurred it. I'm satisfied then £400 is a fair reflection of the impact the loss I'm awarding had on him."

Firstly, on review I have noticed there a small number of references to July 2021 in my provisional decision, those are typographical errors and are to be read as 'June'. I set out my intention to redress Mr I based on 21 June 2021, which is the correct date.

Plus500 accepted my conclusions and how I intended to direct it to put things right with Mr I. It calculated the account losses to be £10,018.94.

Mr I provided a detailed response disagreeing with several aspects of my outcome. In summary he said:

- Plus500 ought to have realised he was vulnerable earlier than I concluded in my provisional decision, because:
  - There was enough information in his account application to determine against his trading behaviours that he was trading in a way that demonstrated financial vulnerability, as would when he returned from a trading break.
  - It ought to have been clear to Plus500 he didn't understand CFDs, specifically when he made reference to the firm about 'stocks' when talking about CFDs.

- Plus500 said it trains its staff in identifying vulnerability and they ought to have identified his.
- What I've said about when the firm ought to have identified vulnerability is inconsistent with other final decisions published by our service.
- He challenged what our service has previously said around events prior to 19 September 2018 being time barred.
- I hadn't considered evidence for events prior to that date, and if I had then my conclusions would be different.
- He thought that the conclusions I reached would lead to an exceptional circumstance our service hadn't considered when considering the impact of the time limits on this complaint.
- As previously raised, that his account shouldn't have been opened in the first place.

As all parties provided their responses, the complaint has been passed back 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.

I've considered all of the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr I has provided a detailed response along with references to other final decisions our service has issued. I'd like to reassure Mr I that I've read and considered all his submissions, including those sent in response to my provisional decision. Having considered the complaint afresh, I've not seen to depart from the conclusions I reached in my provisional decision. This means I'm upholding this complaint in part for the same reason as I set out in my provisional decision.

I know while I've upheld Mr I's complaint in part my overall outcome will be upsetting for him, and I do sympathise with the situation he'd found himself in. But I must be fair to both parties when making my decision.

Mr I has in his responses asked that I respond on each and every point and piece of evidence he has submitted. Our service is an informal one and so I'm not required to provide commentary to that extent, and I don't see the need to do so here to be able to clearly explain the reasons for the outcome I've reached. I have however when deciding this complaint read and considered all the evidence submitted by both parties in deciding whether on balance of probabilities whether Plus500 treated Mr I unfairly in the matters he's referred to me. But for the sake of brevity and issuing clear reason for my decision, I will concentrate on what I consider to be the salient parts of my conclusions. I would also add that where Mr I has cited other final decisions issued by Ombudsman within our service to support various parts of his submissions, those aren't binding on me and I've considered his complaint on its own individual merits based on the circumstances and evidence before me, as I'm required to.

I'll now explain why Mr I's response to my provisional decision hasn't led me to change my earlier conclusions.



## Time

Addressing the matter of time, as I've said already one of our Ombudsman has already considered which parts of the complaint fall in time and those that don't. I still haven't seen any reason to say anything differently to what she did. The impact of that is I cannot consider the parts about Mr I's complaint relating to how his CFD trading account was open, and specifically whether Plus500 treated him fairly around that. Simply speaking that matter is time barred.

Mr I has said he considers the conclusions I reached in my decision would amount to an exceptional circumstance under the rules in DISP 2.8.2(3), specifically that had Plus500 stepped in when I've said it ought to have then he would've complained then causing his points relating prior to 19 September 2018 to be in time. But the time barring rules don't work on hypotheticals, they are factual, and we have to consider them based on events as they actually happened. As our Ombudsman discussed in her decision, the appropriateness of the account is time barred based on when she considered Mr I ought to have considered he have a cause to complain about those issues, which I've not seen to disagree with.

I assure Mr I that I understand the importance of this part of his complaint to him, it isn't lost on me that in his view everything that led to and contributed to the very difficult situation he finds himself in now stems from the opening of this CFD trading account. It is with regret I can't provide him with those answers, but I am bound by the matter of time. As the events prior to 19 September 2018 are out of time, I can't consider them further.

Just because that part of his complaint is out of time doesn't prevent me from considering the evidence that is available from that period as Mr I rightly points out. Although I'd like to assure him I had considered everything available to me already in reaching the conclusions in my provisional decision, which includes the evidence he was concerned I hadn't taken into account.

## Identification of vulnerability

In response to my provisional decision, Mr I contested the point in time at which Plus500 ought to have considered him vulnerable. In his view, that was much earlier than 21 June 2021 as I found. He has explained that the account opening, taking and returning from a trading break, incurring a large loss in the early usage of the account and when he referred to CFDs as 'stocks' each individually on their shown demonstrate his vulnerability. And that I should instead be identifying these as such moment Plus500 ought to have stepped in.

Many of the points in time referenced above relate to events occurring before 19 September 2018, the period deemed out of time. It follows that should one of those issues have demonstrated the vulnerability Mr I claims it does, that would be caught by the time bar and so couldn't be a point in time I can say Plus500 ought to have taken action. In particular this affects the account opening, which I've already explained the time issues around. And also, what Mr I has said about the significant loss he incurred soon after the account was opened.

I have, as I did when reaching the conclusions in my provisional decision, reviewed the account history to identify any patterns that ought to have reasonably alarmed Plus500 as to a potential vulnerability for the period his complaint is in time. Importantly I've had to consider that against the rules at the time obligated them to do, which was prior to the FCA's guidance specifically relating to vulnerability. I appreciate the importance of this point to Mr I and so I'll provide some additional explanation around this part of his complaint.

The first loss Mr I is referring to is around £9,000, but this took place on 16 January 2018, in the period of which is time barred. Mr I then took a break from trading on the account shortly after this with his trading stopping from 2 February 2022 until around a year later, resuming on 14 March 2019. His trading from then until November 2019 doesn't incur any significant individual losses with a mix of results from his trading. From then however, Mr I starts posting some losses in the low thousands before the frequency of such losses increases from around the time of the pandemic.

I've considered these transactions and whether that ought to have reasonably led Plus500 to consider Mr I might be demonstrating vulnerability, but I'm not persuaded it does. I say this because it had been at this point almost three years since he provided the account opening information and based on the trades placed, he appeared to have the resources to place the trades he did. I also can't ignore that Plus500 provides an execution only service and had limited obligations at this time to identify trading behaviours that may be cause for concern around vulnerability. In my view Plus500 reasonably considered Mr I to not be demonstrating any vulnerability in his trading at this time. Neither do I think Mr I's age from when his complaint is in time ought to have indicated a vulnerability to Plus500. I say this because he was old enough to have the account and his age in the circumstances, on its own or against the various circumstances mentioned above, lead me to think Plus50 ought to have considered him vulnerable. I've also not seen evidence anything was communicated to Plus500 that ought to have caused it to think otherwise from 19 September 2018 until he returned on 14 March 2019.

I understand the source of financing the CFD account is of great concern to Mr I and that Plus500 ought to have challenged that further, but I'm not persuaded it needed to identify where the money being traded was coming on beyond the initial checks it carried out, given these are generally intended to identify money laundering. I'm also not persuaded taking a break from trading demonstrates a vulnerability as it isn't an indicator of vulnerability or unusual to do so.

Having reviewed all the communications between the parties and other evidence available to me again, it follows I remain of the view that the first evidence I consider Plus500 ought to have recognised vulnerability, to be clear during the period the complaint is in time, is when Mr I sent the message on 21 June 2021. As I've not seen evidence of any such earlier event in the period I can consider, I've not seen to change the outcome I reached in my provisional decision around this point.

I've thought about the point Mr I makes that he demonstrated a lack of understanding of CFDs and the trading of them. But I'm also not persuaded Mr I's reference to 'stocks' to Plus500 when trading CFDs demonstrates he lacked understanding that ought to have caused Plus500 to intervene. The comment he is referring to was made on 8 May 2019 when he contacted Plus500 due to problems he was having with making a payment. In expressing urgency to Plus500 to resolve the problem, he says "I want to buy a stock".

In my view at this time Mr I had his CFD trading account for almost two years and had been actively trading on it for around a year, taking into account his break. And looking at his account usage prior to this message, I'm not persuaded the overall picture Plus500 would've had would reasonably have demonstrated he didn't understand CFDs, or how to trade them. I say this because Mr I up until then had been regularly trading CFDs on various assets including, shares, currency pairings, cryptocurrency, commodities and indices in considerable number. It follows then given the length of use and the usage of his CFD account, I'm not persuaded this reference to 'stocks' ought to have on balance given Plus500 a reason to consider Mr I was vulnerable, or other such reason to have intervened on the account.

For all other parts of Mr I's complaint not discussed further, I've not seen to depart from the findings in my provisional decision and so, my final decision around those is that same as my provisional decision.

Once more I do sympathise with the position Mr I has found himself in and I recognise my outcome doesn't fully put right the situation he feels it should, and his strength of feeling as to why. But I have to be fair to both parties in reaching my decision and having considered everything before me, I'm satisfied my reasons for upholding the complaint based on Mr I's show of vulnerability on 21 June 2021 and how I set out Plus500 need to resolve that in my provisional decision is fair and reasonable and I've not seen to depart from my earlier conclusion.

### **Putting things right**

In putting things right with Mr I then, I direct Plus500 to:

- Refund the net losses incurred from 21 June 2021,
- Provide a clear breakdown of this calculation to Mr I, and
- Pay Mr I £400 to reflect the impact those losses had on him.

For completeness I'll also reiterate what I said about the application of simple interest on this amount and why I haven't awarded that here, along with my reasoning for £400 of additional compensation. This reasoning for that remains as I said in my provisional decision, which was:

"While Mr I was deprived of the use of these funds, I don't intend to make an award of 8% simple interest on that amount. I note from Plus500's recent questionnaire to Mr I about his circumstances, those are more reflective of someone who CFD trading may be appropriate for. And so, I can't say Mr I wouldn't have later reengaged in CFD trading. In my view then I can't fairly say the money I intend to direct Plus500 to pay him wouldn't have been used in a speculative manner later on.

While I appreciate my award of £400 may be less than Mr I was expecting, I need to consider the impact to Mr I based on what is only a partial award of the total loss Mr I alleges. From reviewing the statement that amount appears to be only a small proportion of that total loss alleged. In my view the loss I intend to direct Plus500 to pay to Mr I likely wouldn't have prevented the very difficult situation himself now had he not incurred it. I'm satisfied then £400 is a fair reflection of the impact the loss I'm awarding had on him."

As the loss I'm directing Plus500 to refund is in line with my own approximations when deciding that amount, around £10,000, I'm satisfied the £400 additional compensation I set out remains in my view fair and reasonable to award here for those reasons.

**My final decision**

I uphold this complaint and direct Plus500UK Ltd to pay Mr I the compensation as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 10 July 2025.

Ken Roberts  
**Ombudsman**