

The complaint

Mr J complains that he's lost out financially as Trading 212 UK Limited ('T212') didn't allow him to take part in a tender offer on his preference shares.

What happened

Mr J holds an investment ISA account with T212 and held 2,670 Aviva 8.75% preference shares, which were cancelled following the passing of a company resolution. Following the cancellation, T212 paid Mr J £1.50 per share.

On 26 May 2025, Mr J contacted T212's customer service team. He wanted to understand why he'd received a repayment of Aviva Preference Shares that was lower than expected. Mr J thought that he had voted through the T212 platform some weeks prior to the meeting and felt he was therefore owed 2,670 times 5.4p per share = £144.18 (as the terms of the cancellation were £1.50 per share, plus accrued dividends of 3.4p per share and a voting fee of 2p per share).

Mr J explained to T212 that his Aviva preference shares had been repaid at 150p per share and as such, there should also be a further 5.4p per share for accrued dividends and the voting fee per the terms of the repayment. T212's representative stated that the dividend and voting fee that Mr J mentioned applied only to those who participated in the tender offer. And, since he did not take part, clients in his situation were entitled to receive 150p per share following the delisting.

T212's representative explained that they do not provide access to tender offers on their platform so the shareholders with them were not eligible for the above mentioned proceeds. Unhappy with that outcome, Mr J decided to formally complain to T212. In summary, he said he was dissatisfied because he could not participate in the tender offer.

After reviewing Mr J's complaint, T212 concluded they were satisfied they'd done nothing wrong. They also said, in summary:

- As an execution-only broker, they do not facilitate participation in corporate actions such as tender offers.
- The repayment he received reflects the entitlement applicable to shareholders who did not participate in the tender offer.
- Their terms and conditions covered such circumstances.

Mr J was unhappy with T212's response, so he referred his complaint to this service. The complaint was then considered by one of our Investigators. He concluded that T212 hadn't treated Mr J unfairly. In summary, he also said:

- In respect of the accrued dividend payment, T212 wrote in their final response letter

(FRL) dated 29 May 2025 that Mr J was not entitled to this. This was also confirmed to him in online chats he had with T212. However, upon investigating this, it is apparent that this information was incorrect because T212 received a payment from the custodian for the accrued dividend and made the payment to Mr J on 18 June 2025.

- The share dividend and voting fee are two different proceedings, therefore being entitled to one doesn't mean the consumer is entitled to the other.
- T212's platform does not offer direct access to tender offers and does not support participation in voting events for UK-listed securities. To receive the £0.02 voting fee, a preference shareholder needed to actively participate by either tendering their shares or appointing the Chair as proxy under approved instructions. Neither party had provided evidence that would be sufficient to evidence that Mr J is entitled to receive the voting fee.

Mr J, however, disagreed with our Investigator's findings and asked for the case to be passed to an Ombudsman 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.

I have summarised this complaint in less detail than Mr J has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mr J and T212 in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm not upholding Mr J's complaint – whilst it's largely for the same reasons as our Investigator, I'll explain why below.

For me to be able to instruct T212 to pay the £0.02 voting fee on the Aviva preference shares to Mr J, I'd need to be satisfied that he'd actively taken part in the corporate action but unfortunately, that threshold hasn't been met. T212's terms and conditions, which Mr J would have agreed to when he opened his account with them, says that:

“24.1. It may be possible for you to participate in a corporate Action (including but not limited to dividends, voting rights, stock split, merger, spin-off, exercise of any conversion or subscription rights or other types of corporate Actions attached to Investments we hold on your behalf). We will exercise our best efforts to inform you of such corporate Actions, but we cannot guarantee the timely delivery or correctness of any information provided by us with regards to such corporate Actions. We are not obliged to, but we may arrange for your participation in such corporate Actions. We

do not accept any liability for any actual or potential loss you may suffer if we are unable to facilitate your participation in any corporate Action.”

Importantly, whilst T212 say they'll work on a best endeavours basis to facilitate shareholder voting, it's clear to me that they won't always be able to ensure that happens on every occasion; this is different from guaranteeing access or enabling participation. So, given that these terms form part of the contract Mr J agreed to when opening his account, and given that they explicitly state the firm is not obliged to arrange participation in corporate actions, I consider it fair and reasonable that T212 did not facilitate access to this tender offer.

And, whilst Mr J has provided evidence that they have supported voting events for other companies (such as B&M European Value Retail S.A) it doesn't follow that they'll do so for every offering. Importantly, T212 say that their platform does not offer direct access to tender offers and does not support participation in voting events for UK-listed securities so in the absence of any evidence to demonstrate that Mr J voted in the corporate action, I'm not able to uphold his complaint.

I also say that because I have seen evidence that T212 received the share price and the accrued dividend only, which was passed on to Mr J, but to award the voting fee I would need persuasive evidence that the fee was payable to Mr J *and* that T212 received it. Without evidence that the voting fee was ever received by T212 or that Mr J qualified for it, I cannot fairly require T212 to pay it.

My final decision

I'm not upholding Mr J's complaint and as such, I won't be instructing Trading 212 UK Limited to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 March 2026.

Simon Fox
Ombudsman