

The complaint

Mr P is unhappy with Trading 212 UK Limited. He opened an ISA account but then decided not to use it. He said he had to provide a large amount of personal information to open the account. And now that he wasn't going to use it he wants Trading 212 to delete all of his data and confirm this to him in writing.

What happened

Mr P was clear that he hadn't deposited any money, he didn't make any transactions, and the account was never used. He confirmed the account had now been deactivated. But in view of this he failed to understand why all of his personal data needed to be kept on record by Trading 212. He said as he hadn't used the account the seven years Trading 212 said it had to legally keep the details for shouldn't apply.

Mr P was unhappy that all of this data was requested and then Trading 212 wouldn't delete it.

Trading 212 apologised. But it said as a regulated financial institution it *"was obligated to retain your personal data for 7 years after the end of your business relationship with us."*

Trading 212 explained this was a legal requirement. It said this was in relation to *"the applicable anti-money laundering legislation and legal safe-keeping obligations."*

It concluded that the personal data wouldn't be retained any longer than the time necessary subject to general statutory limitations. It accepted it was fully aware of Mr P's right to erasure and said his data would be stored securely and *"will only be accessed if necessary for lawful purposes."*

On the right to erasure, it said this could be done in cases where it is no longer needed. But it said this could only be done where it has no legal obligation to retain such data. It said as the account had been fully verified it needed to retain the personal data. Because of this it said, *"Even if no transactions took place, the verification process established a formal business relationship, and as such, the data cannot be deleted until the mandatory retention period has passed."*

Mr P remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said this service can't decide if Trading 212 has breached its data protection laws as that is a matter for the Information Commissioner's Office (ICO). But she said Trading 212 had treated Mr P fairly and reasonably as it said in its terms and conditions it held data for seven years due to legal obligations. So, she said she couldn't ask it to act outside of these. She didn't think any errors had been made and it had acknowledged Mr P's right to erasure.

Mr P didn't accept this and asked for his complaint to be passed to an ombudsman 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.

It's clear Mr P is very unhappy about the situation. Mr P found this all very stressful and said it had taken up a lot of unnecessary time and effort. He felt Trading 212 had asked for more personal details than other account providers.

Mr P said this included all his personal information, passport details, and a video. But because the account was never used, he didn't accept that Trading 212 had to keep hold of this personal data.

He said it should delete all of the data and provide him with proof when it was done.

Trading 212 maintained its position. It said it is a legal requirement it has to follow, and all such data needs to be retained for seven years. It said this way it would meet all the various *"legal, tax, regulatory, and accounting obligations, as well as to address any potential queries or disputes that may arise within that timeframe."*

It confirmed the data would be secure and stored in line with its Privacy Policy. It said Mr P agreed to this policy when he opened the account. It said these details are *"also publicly depicted in the document that data is retained for a period of 7 years:*

We will process your personal data for the entire duration of the Agreement you have concluded with us and for a period of 7 (seven) years after the termination of the Agreement. We have to do this to comply with the applicable anti-money laundering legislation and legal safe-keeping obligations. Further, any personal data will not be retained for longer than the time necessary in order to satisfy the purposes of its processing, subject to the general statutory limitation periods and the 7 (seven) year retention period where the applicable laws require that the personal data is retained for a certain period after the termination of our business relationship with you."

I think Trading 212 has acted fairly and reasonably here and it has acted in line with the terms and conditions Mr P signed up to. It is required to undertake identification checks when accounts are set up and it did that here.

It acknowledged Mr P's point that he never used the account and his right to erasure. But it said following the account being verified it now had a formal business relationship and so the rules of retention applied. I've no reason to doubt this. I think that's reasonable.

I can understand why Mr P would rather his details were removed and deleted from its systems. Like he said he never used the account. Trading 212 concluded that it wasn't looking to cause any inconvenience, it was only trying to act in line with requirements and its terms and conditions. And I think that's fair and reasonable, Trading 212 has explained and highlighted what it has done and why.

If there are other concerns Mr P may wish to go to the Information Commissioner's Office (ICO).

My final decision

I don't uphold this complaint.

I make no award against Trading 212 UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 18 November 2025.

John Quinlan
Ombudsman