

## The complaint

Mr V complains that Trading 212 UK Limited (“T212”) failed to protect him from foreseeable harm when he was experiencing severe mental health issues. He says T212’s failure to stop him trading meant he lost money he couldn’t afford to lose and that, as a result, he’s experiencing financial hardship.

He wants T212 to return the money he deposited with it - £18,580. And to pay him compensation of £10,000. Since the complaint has been with this service, Mr V has reconsidered and said £30,000 more accurately reflects his trading losses, forced sale of personal assets, lost education opportunity and severe ongoing emotional harm.

## What happened

Mr V opened a general investment account with T212 in November 2022 and a stocks and shares ISA in November 2023. Both are execution only accounts.

When he opened the accounts he was employed full time. He told T212 he had an income of between £25,000 and £49,999, that he had savings of up to £19,999, and expected an annual turnover of up to £49,999 in his accounts.

On 23 April 2025, Mr V confirmed this information was accurate. But he’d left his job in August 2024, because he was suffering poor mental health, and in April 2025 he was a full-time student with no income.

On 24 April 2025, Mr V deposited £18,580 in his stocks and shares ISA and placed numerous trades over a short space of time. He said this was out of character and was during a period of severe mental vulnerability. He says T212 sent him two warnings about his trading but allowed him to continue.

He complained to T212 on 19 June saying it hadn’t acted in line with the Financial Conduct Authority’s (“FCA”) rules and guidance, failing to recognise signs of vulnerability and failing to act to prevent foreseeable harm. He explained his current circumstances.

T212 said its systems monitored Mr V’s trading but, bearing in mind the circumstances he had declared, and reaffirmed in April 2025, it didn’t have any cause for concern. It sent “low level messages” when the associated fees being accrued started to become a higher proportion of Mr V’s declared finances, but Mr V didn’t respond to these messages and his trading didn’t trigger any other concerns – the activity, and losses incurred, weren’t beyond his means, based on the information it was aware of.

T212 confirmed that, now it was aware of Mr V’s true circumstances, it had placed an indefinite trading break on his account.

T212 said that, when Mr V changed his loss impact to “high” on 19 June, a trading restriction was placed on his account to prevent him opening new positions. But on 25 June, Mr V was able to change the loss impact to “medium” which lifted the trading restriction. T212 accepted the trading restriction should have remained in place and it offered to reimburse

Mr V for the losses he incurred from 19 June until 26 June when the account was fully restricted. It calculated this to be £366.30, including currency fees.

Our investigator didn't recommend that the complaint should be upheld. He said T212 hadn't been made aware of Mr V's circumstances, so it wasn't fair to ask it to cover his losses. He thought T212's offer to refund the losses incurred from 19 to 26 June was fair and reasonable.

Mr V didn't agree. He said, in summary, that:

- He'd set a long-term investment goal for his ISA. The pattern of trading on his account since it was opened makes it clear that the sudden large deposit followed by constant irrational trading was highly unusual. T212 failed to act and treated it as if it was his usual behaviour.
- T212 ignored its own alerts.
- He provided us with up-to-date information and evidence about his mental health and his financial difficulties.

### **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 want to thank Mr V for sharing information about his circumstances with us. I appreciate this hasn't been easy for him. I'm sorry for the position in which he finds himself and I hope things do improve for him.

I'm sorry to disappoint Mr V but, having considered everything very carefully, I find I have come to the same conclusion as the investigator for the following reasons:

T212 wasn't made aware of Mr V's change of circumstances until Mr V complained on 19 June 2025. I find T212 didn't know that Mr V was no longer in full time employment. And it reasonably relied on what Mr V had told it in November 2022, and reconfirmed in April 2025, that losing most of the invested funds on T212's platform would have a low impact on him.

I've thought about what Mr V says about T212 failing to recognise the signs of vulnerability and to put measures in place to stop him trading. I accept that, following Mr V's deposit of £18,580 he carried out numerous trades within around five days. But the amount deposited wasn't particularly large – taking into account Mr V had told T212 he was in full time employment and expected to turnover up to £49,999 each year in his accounts. And it isn't unusual for someone in these circumstances to start investing any money they deposit in the short term and by making multiple investments.

I find T212 did reasonably identify that there had been a change in the activity on Mr V's account. And I find it contacted Mr V – on 1 May and 15 June to warn him that it was monitoring the activity on his account to prevent him from harm. Mr V didn't respond to these emails and continued to trade. But at this point, I wouldn't have expected T212 to make any further interventions, such as suspending Mr V's ability to trade, because it fairly understood, from what Mr V had told it, that he was able to withstand any resulting trading losses.

I'm satisfied that T212 treated Mr V fairly and reasonably once it was made aware of his up-to-date circumstances and vulnerabilities on 19 June, by restricting his account. In its final

response to Mr V's complaint, it accepted that Mr V shouldn't have been able to amend his loss impact, which then lifted the trading restriction. But I'm satisfied that T212 offered to reimburse Mr V for the trading losses he made from 19 June until his account was fully restricted on 26 June.

Mr V has confirmed he received the loss reimbursement of £366.30 in September. For the reasons I've explained, I don't require T212 to do anything more.

### **My final decision**

My final decision is that I do not uphold this complaint.

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

Elizabeth Dawes  
**Ombudsman**