

The complaint

Mr M complains that Trading 212 UK Limited ('T212') unfairly restricted access to some money in his account with them.

What happened

Mr M holds a trading account with T212. During the 2024/2025 tax year, T212 ran a promotional campaign offering 1% cashback on deposits made into a stocks and shares ISA with them. Mr M participated in the campaign and deposited £20,000 into a T212 ISA and as a result, he received £200 in cashback. The £200 was paid into Mr M's non-ISA account but the terms of the campaign meant that he couldn't withdraw that money for a period of 12 months.

On 6 May 2025, Mr M deposited £100 cash into his Invest account on the expectation that he could use those monies with his T212 debit card to take advantage of a 1.5% cashback deal or withdraw the monies when needed. However, Mr M subsequently learned that he was unable to either access that £100 or use it on his T212 debit card.

After contacting T212 to let them know he was unable to move the £100 into his debit card account, they explained that he would have to wait a year or deposit a further £200 (an amount equal to the cashback).

Shortly afterwards, Mr M decided to formally complain to T212. In summary, he said he was unhappy the new £100 that he'd added to his account was now locked in.

After reviewing Mr M's complaint, T212 concluded they were satisfied they'd done nothing wrong. They also said, in summary, that they'd hold any deposits until the cash balance was more than the cashback earned or until the waiting period expired.

Mr M was unhappy with T212's response, so he referred his complaint to this service. In summary, he said:

- T212 never informed him of this, neither did he agree to it and it wasn't covered in T212's terms and conditions about the offer.
- T212 are treating the cashback as a 'loan' to be repaid. He was also told, by secure message on 10 May 2025, that those funds were being held to support a 'loan', which isn't covered in the terms and conditions.
- He spent considerable time contacting his bank to try to reverse his deposit.
- Mr M states that he has missed out on a further cashback opportunity (which is the 1.5% deal offered on their debit card).
- He's also unhappy he's been receiving templated, AI-style responses from T212.

- He'd like access to his £100 cash deposit, an investigation into T212's handling of this situation and compensation for the inconvenience, time spent dealing with the issue, and the loss of opportunity for the subsequent cashback.

The complaint was then considered by one of our Investigators. He concluded that T212 hadn't treated Mr M fairly and he also said, in summary:

- T212 didn't do enough to make Mr M aware his cash deposit would be used to offset cashback that had been invested, before he made his cash deposit. This information isn't available in the terms and conditions, and it was only explained to him after he'd made his deposit – by which time he was unable to access the funds deposited.
- As our Investigator had not been told Mr M had made any further deposits, he was of the opinion that if he'd been aware he wouldn't have been able to readily access his cash deposit, then it's likely he wouldn't have made the deposit in question. And this being the case, it's unlikely he'd have taken part in the later cashback promotion.
- There didn't appear to be any explanation about the cashback being a loan in the terms and conditions and this was something Mr M was only told after he'd made his cash deposit.
- He didn't think T212 gave Mr M the relevant information at the correct time.

To put things right, our Investigator felt that Mr M should be compensated for being deprived of the use of his cash deposit. He also felt that T212 should refund the cash deposit to Mr M and to calculate the number of days he didn't have access to his cash deposit and apply 8% simple interest per year to the amount they refund him.

In addition, for the inconvenience T212 caused to Mr M, he recommended they pay Mr M £150.

T212 felt that the £150 award for the trouble caused was excessive but wanted to draw a line under the matter so they agreed to accept the Investigator's findings. Whilst Mr M was happy with our Investigator's view in part, he didn't feel that it went far enough to recompense him for the missed 1.5% cashback offering on T212's debit card that he'd not been able to take part in and as such, 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 M 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 M 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 partially upholding Mr M's complaint - I'll explain why below.

Original investment account cashback offer

It seems to me that there's very little meaningful comment that I can add to what our Investigator has already set out on this issue. I have looked at T212's cashback terms and conditions and I can see why Mr M was confused when they wouldn't allow him to withdraw the £100 deposit he made into the account or use it on his T212 debit card.

Whilst there's four pages of terms and conditions, the main points are:

- The Campaign shall be active in the following period: 29 January 2024, 00:00 AM GMT to 30 April 2024, 23:59 PM GMT (the Sign-up Period). The Campaign applies to Net Deposits made between 06 April 2024, 00:00 AM GMT and 05 April 2025, 23:59 PM GMT.
- Cashback awarded cannot be withdrawn or transferred until 12 months have passed from the date the cashback was awarded.
- During the 12-month period, the cashback amount can be invested.

There's no mention of any cash deposits being used to replace invested cashback and there's no mention of cashback amounts being treated as loans.

Whilst T212's complaint resolution letter does try to explain why he couldn't withdraw the £100, it used terminology that from what I've seen, wasn't included within their original cashback conditions.

I think in this instance, while T212's terms and conditions made clear that cashback awarded cannot be withdrawn for 12 months, they did not say that subsequent cash deposits up to the cashback amount would be treated as replacing invested cashback, nor did they describe cashback as a 'loan'. The first time Mr M learned of this was after he had deposited the £100.

Therefore, I'm of the opinion that I don't think that T212 did enough to make Mr M aware of the restrictions that formed part of the cashback promotion nor did they make clear that they would treat any such money as a 'loan' until the end of the 12-month qualifying period. I find that this lack of timely, clear information caused him detriment and it therefore follows that I'm upholding this part of his complaint.

Debit card cashback

Mr M states that as a result of T212 locking in the £100 deposit that he made, he then wasn't able to take advantage of their 1.5% cashback promotion on their debit card which ran from May to September 2025; he says that the £150 that our Investigator has awarded him doesn't properly recognise those potential wider losses.

Our Investigator explained that he had not been told Mr M had made any further deposits into his T212 cash account, so he was of the opinion that if he'd been aware he wouldn't have been able to readily access his cash deposit, then it's likely he wouldn't have made the £100 deposit in question. And this being the case, it's unlikely he'd have taken part in the

later cashback promotion. I think it's clear to me that Mr M quickly became aware that he couldn't access the £100 deposit he made into his T212 account or make use of it within his T212 debit card. Whilst I recognise that T212's explanation of why he couldn't access the money was initially confusing, they did make it clear that the reason behind it was because of their earlier £200 cashback promotion.

That meant to take advantage of the 1.5% debit card cashback promotion, Mr M would simply need to maintain a positive balance of at least £200 in his T212 debit card, but he chose not to. By 10 May 2025, Mr M knew his £100 was restricted due to the earlier cashback. To benefit from the debit card promotion, he could have maintained a \geq £200 positive card balance during the promotional period but he chose not to. On balance, I don't find it fair or reasonable to award compensation for a benefit that Mr M could have obtained with that knowledge but did not pursue.

Overriding T212's cashback rules

Mr M wants this service to tell T212 that they must override their procedures and allow him to freely deposit and withdraw from his debit card with them, regardless of their cashback rules; however, I can't do that. Whilst I've already stated that I don't believe T212's terms and conditions covered the situation that Mr M found himself in with them, it's not within the remit of this service to direct T212 to do something that the original cashback offering never intended. Mr M is free to deposit and withdraw monies from his T212 account any amount after the 12-month window has elapsed but now that he is aware of the £200 requirement, it wouldn't be fair or reasonable for me to direct T212 to alter their rules or put a manual intervention in place to facilitate that for him. But in any event, it's my understanding that Mr M has now passed the 12-month window that would prevent him from withdrawing his monies anyway.

Use of AI Bots

Mr M wasn't happy that his initial queries were filtered through an AI Bot. Whilst I can appreciate his desire to want to speak to a human to discuss his issue, I do think automated help assistants have a useful place within financial service as they're able to address common concerns quickly and successfully without the need to keep consumers waiting. However, in some instances, human intervention is needed but it's not the role of the service to instruct T212 on how they should structure their customer service help offering.

Putting things right

- T212 should return Mr M's £100 deposit to him (paid to the original bank from where it came).
- T212 should add 8% simple interest p.a. on the £100 from the date it was deposited (6 May 2025) until the date that it is refunded to him.
- If required to do so by HMRC, T212 can deduct income tax from the interest.
- Whilst T212 initially stated that they had a wish to draw a line under the matter, they did take the view that the £150 our Investigator set out in his view was excessive. Using financial services won't always be hassle free and sometimes problems arise. Given the confusion created by terminology not reflected in the published terms, and the time and trouble involved in seeking access to his funds, I consider £150 to be a fair and reasonable award. Therefore, T212 should also pay Mr M £150 if they've not already done so (and to an account of his choice).

- T212 must undertake the steps above within 14 days of Mr M accepting my final decision.

I'm satisfied that this is fair and reasonable in all of the circumstances.

My final decision

I'm upholding Mr M's complaint in part and as such, I require Trading 212 UK Limited to put things right for him in the manner that I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 February 2026.

Simon Fox
Ombudsman