

## The complaint

Mr D complains Trading 212 UK Limited ('Trading 212') banned him from its online forum and closed his accounts.

## What happened

Mr D had an investment account and two ISAs with Trading 212.

Mr D says that in June 2025 he asked Trading 212 to add a stock he wanted to trade to its platform. He says Trading 212 added the stock and then also increased its limit on how much of the stock its customers could buy after Mr D also asked it to do that.

Mr D says he enjoyed using Trading 212's services including the online forum it provided for its customers where he says he became a respected contributor with a large following. But, unfortunately, the stock Mr D had asked Trading 212 to add was associated with a '*pump and dump*' scam. And Mr D says he was criticised on the online forum for having recommended it.

On 26 June 2025 Mr D contacted Trading 212 to complain about the actions of an online forum user. On 27 June 2025 Trading 212 said it had reviewed his communications on the forum and decided to permanently ban him from the forum because he'd repeatedly violated the terms of use by asking other users for their phone numbers and writing posts that could be viewed as financial advice. It provided examples of such posts. Trading 212 said it had given Mr D a temporary ban in the past and lifted that ban early to give him the opportunity to continue using the forum within the terms of use. Trading 212 also said it would look into his complaints about the other user and take action where it was warranted.

Mr D lodged a complaint that day, saying Trading 212 had unfairly banned him from the forum while users who were abusive simply had their posts removed and weren't banned.

On 2 July 2025 Trading 212 wrote to Mr D saying it had reviewed its relationship with him and decided to close his accounts. He could no longer make deposits or open new positions. And he had 30 days to close his existing positions and withdraw his funds.

Mr D wrote to Trading 212 saying he was '*happy*' to close his positions, but Trading 212 had no right to close his account the way it was doing. He said he couldn't withdraw cash and he asked Trading 212 to transfer his funds to his bank account. Trading 212 told Mr D his withdrawals weren't restricted and he could withdraw cash after closing his positions.

On 10 July 2025 Trading 212 replied to Mr D's complaint. It said it had considered what Mr D had said but confirmed its decision to close his accounts. It said section 33.2 of its terms said '*Unless otherwise required by Applicable Law, either party may terminate this Agreement by giving written notice of termination to the other. Termination will be effective as of the date set out in that notice*'.

Trading 212 said, however, that it ought not have told another forum user that Mr D had been banned from the forum. It said this wasn't a data breach but was against Trading 212's own policy. It offered him £100 in apology for that.

Mr D rejected the offer and referred his complaint to this service. He said the closure had made things difficult for him, including because withdrawals took too long and he'd been temporarily unable to use his debit card. And he'd lost out on trades because he could only close positions, and that cost him £20,000. He was also unhappy that users of the online forum had blamed him for the scam and Trading 212 had refused to remove forum posts and had told another user he'd been banned from the forum.

Mr D said the offer of £100 compensation from Trading 212 was insufficient because his name had been damaged online and he'd suffered trading losses which ought to be reimbursed.

Trading 212 told this service that as of 8 August 2025 Mr D's funds had been fully withdrawn and his Trading 212 accounts were closed.

One of our Investigators looked into Mr D's complaint. He said he understood how disappointed Mr D must've been to have his use of Trading 212's online forum withdrawn. But Trading 212 had the right to make a commercial decision about who it would provide services to, as long as it exercised that discretion in a way that was fair. In this case Trading 212 had given Mr D reasons for withdrawing its services and 30 days' notice of the account closure. In doing this it had acted within the parameters of its client agreement and given him a reasonable amount of time to close his positions before his account would be closed. So the investigator thought it had acted reasonably. The investigator also noted that it was fair for Trading 212 to have offered Mr D compensation for the shortcoming it had acknowledged.

Mr D said he didn't agree with the investigator's view because Trading 212 had cost him a lot of money by preventing him without warning from buying positions so he couldn't '*trade out*', and because Trading 212 was complicit in the '*pump and dump*' scam and had closed his account to silence him. He said he didn't think the investigator had been impartial.

Because no agreement could be reached, the complaint was passed to me to review afresh and make 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.

Having done so, I'm partly upholding the complaint. I don't find that Trading 212 acted unreasonable by withdrawing its services from Mr D the way it did. But I do find that Trading 212 must pay Mr D the £100 compensation it offered him for the failing it acknowledged. I'll explain why.

The purpose of this decision is to set out my findings on what's fair and reasonable, and explain my reasons for reaching those findings, not to offer a point-by-point response to every submission made by the parties to the complaint. And so, while I've considered all the submissions by both parties, I've focussed here on the points I believe to be key to my decision on what's fair and reasonable in the circumstances.

Mr D is dissatisfied with Trading 212's decision to withdraw services from him and the way it went about that. Having looked at what happened I'm satisfied Trading 212's terms and

conditions gave it the discretion to end its relationship with him, and Trading 212 exercised that discretion in a way that wasn't unfair or unreasonable.

Mr D has expressed concern that Trading 212 treated him harshly compared with other customers. However, Trading 212 had legitimate reasons for withdrawing services from Mr D. It made him aware of its view that he repeatedly violated terms and conditions. And in the face of his unwillingness to accept Trading 212's position on that it wasn't unreasonable for Trading 212 to decide to stop doing business with him.

I haven't seen any evidence that Trading 212 was complicit in the '*pump and dump*' scam or that it acted to prevent Mr D from exposing any such fact. It reviewed its online forum content to see if any of its customers appeared to be involved in the scam. It noted that Mr D had, on many occasions, encouraged investment in the relevant stock, in breach of its terms and conditions. But it also noted that, despite that, Mr D had himself lost money on the stock and so it thought he was likely to have been a victim rather than a perpetrator of the scam. Nevertheless, it remained the case that in Trading 212's view Mr D had repeatedly failed to comply with the stated terms and conditions of Trading 212's service provision. Having seen examples of the posts Trading 212 took issue with, I'm not persuaded its position was unreasonable or that it had any other motive for withdrawing services from Mr D.

I'm also satisfied that Trading 212 gave Mr D reasonable notice that it was withdrawing its services. Before it decided to close his accounts Trading 212 had made him aware that it considered him in breach of its terms and conditions. It did that by deleting more than 100 of his online posts for violations and giving him a temporary ban from the online forum before permanently banning him from the forum. And once it had decided to proceed with closing his accounts Trading 212 gave Mr D 30 days' notice to manage the closure of his positions.

I understand Mr D says he made losses because of having to close trades without the opportunity to open new positions. But once Trading 212 had decided to close his accounts, it made sense to stop him adding funds and opening new positions. The notice it gave allowed him time to close his open positions in an orderly manner. During that time he was able to withdraw available funds, even if his debit card didn't work for a time. If Mr D wanted to open new positions Trading 212 didn't prevent him doing that with another provider. He could've used another provider to reopen any positions he hadn't wanted to close. In short I don't see that any trading losses Mr D made were caused by a failure on the part of Trading 212.

Having said all of that, Trading 212 did fall short of the service it ought to have provided when it wrongly disclosed information about Mr D to a third party. Trading 212 acknowledged having made an error on that occasion and offered Mr D £100 in recognition of that. That was appropriate. And because I don't think that compensation has yet been paid, I'm partly upholding Mr D's complaint and making an order for Trading 212 to pay the compensation.

Mr D has expressed dissatisfaction with Trading 212's treatment of other forum users, in particular because some had posts deleted but weren't banned. But commenting on Trading 212's moderation of its forum generally is beyond my role here. I'm looking at how Trading 212 treated Mr D. As I've said I find its position on Mr D's use of the forum was reasonable, even taking into account what Mr D says about the conduct of other users. Also, given that Trading 212 acknowledged it ought not to have told other users it had banned Mr D, it wouldn't be right for Trading 212 to tell Mr D how it was dealing with other users whose posts had been reported.

I'm sorry Mr D feels he hasn't been treated fairly. But I can only uphold his complaint if I find Trading 212 has done something wrong. As it is I've found it was entitled to withdraw Mr D's access to its services. And the way it carried out the withdrawal wasn't unreasonable. But on

the basis that Trading 212 acknowledged having wrongly shared Mr D's personal information with a third party and hasn't yet put that right, I'm partly upholding this complaint.

### **Putting things right**

To put things right for Mr D Trading 212 UK Limited must pay him £100 for the distress and inconvenience it caused by wrongly sharing information about him with a third party.

### **My final decision**

For the reasons I've set out above, my final decision is that I partly uphold this complaint.

Trading 212 UK Limited must pay the amount specified above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 April 2026.

Lucinda Puls  
**Ombudsman**