

complaint

Mr S complains that Plus500UK Ltd (“Plus500”) did not credit his account with a EUR50 promotional bonus and, as a result, his positions were closed and he lost money.

background

Plus500 provided a Contract for Difference trading service to Mr S. In 2014, it sent its customers a promotional offer of a EUR50 trading bonus if they uploaded certain identity documents to its website. The message was sent to all customers, but only applied to those who had not already uploaded the documents requested. Mr S uploaded documents but did not receive the bonus. Around the same time, Mr S opened a number of trading positions, which were later closed at a loss, due to there not being enough money (“margin”) in his account to maintain them.

Mr S believed that as he had uploaded documents required to get the bonus, the bonus was due to him. Plus500 did not agree. It said Mr S had already received the bonus for uploading his documents when he first opened his account. But, as a gesture of goodwill, it offered to increase any deposits he made into his account by 20%, subject to a maximum of EUR2,000. Mr S rejected this offer.

An adjudicator investigated the complaint and concluded that it should not be upheld. She said, in summary:

- Plus500 had provided evidence to show that Mr S had already received the bonus when he first opened his account in September 2013.
- Mr S could not have relied on the bonus payment to support his positions because it was not reflected on his account when he started the trading that led to the margin closure.
- It was Mrs S’s responsibility to monitor his account at all times to ensure that he could meet the margin requirements.
- In the circumstances, she recommended that Mr S accept Plus500’s goodwill gesture in settlement of his complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same conclusions as the adjudicator and for the same reasons.

I can understand why Mr S thought he was due a EUR50 bonus. But I don’t think this had any impact on his trading. He ought to have known, when he began trading, that no bonus had been paid, as his account did not show a bonus having been paid.

In any event, the level of extra margin required to keep his positions open was more than EUR50. So, even if the bonus had been paid, it would not have changed things. Mr S’s positions would still have been closed, because he did not have enough margin.

Mr S said in a recent email to the adjudicator that his account was blocked until the documents Plus500 had asked for had been sent. But this is not supported by the available evidence. After the request was made, Mr S made deposits and withdrawals.

So, overall, I do not think that Plus500 has done anything wrong. Plus500 has offered a “deposit bonus” of 20% as a goodwill gesture. I understand this offer remains open. If Mr S now wishes to accept it, he should contact Plus500 direct.

my final decision

For the reasons given, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to Mr S to accept or reject my decision before 6 July 2015.

John Pattinson
ombudsman