

## The complaint

Mr G complains that he lost out because Trading 212 UK Limited gave him a fraction of a share only when he took part in a promotion that advertised successful participants would receive a free share.

To put things right, Mr G wants Trading 212 to make up the part share he was given to a whole share.

## What happened

Mr G took part in the 'Invite-A-Friend' promotion campaign run by Trading 212.

The terms of the scheme included the following:

*'Help your friends make the right choice as well by inviting them to join Trading 212. Both of you will be rewarded with a free share! It's a win-win!'*

Under the definitions part, the 'Reward share' was described as:

*'each and any of the equity-based financial instruments transferred by Trading 212 to both the Referrer and the Referral as a reward pursuant to the Terms of the Campaign or the monetary value of such equity-based financial instruments where Trading 212 is unable to provide the instruments...'*

Trading 212 went on to say: *'Reward Shares are randomly selected and unique to each Participant with a price of up to 100 EUR (which will appear in the default currency of the Participant's account).'*

On 11 January 2023, Trading 212 rewarded Mr G with 0.147968 free shares in a well-known global company I will call B. The monetary value of the received B shares was 11.01 EUR.

Unhappy that he'd received only a fractional share instead of a whole share, Mr G complained. Trading 212 didn't uphold his complaint. In brief summary, it said the terms of the scheme (to which it provided a link) were that he would be rewarded with a bonus share, which could consist of either full shares or fractional shares of companies whose shares were potentially more valuable. Trading 212 however confirmed an offer it had made to Mr G as a gesture of goodwill, which enabled him to use a one-off code to redeem another bonus share.

Mr G didn't feel this was enough to resolve his complaint, saying that Trading 212 had modified its terms and conditions since he'd complained to justify not having given him a full share.

One of our investigators looked into what happened. Our investigator didn't feel he had seen enough to uphold Mr G's complaint, saying (in summary):

- the terms and conditions originally didn't state that Mr G would receive only a fraction

of a share but equally, they didn't state that Mr G would receive a whole share

- Trading 212 had amended the terms to make them clearer and wasn't at fault for doing this
- Trading 212's offer of an additional promotional share acknowledged the fact that Mr G felt he'd been misled, which the investigator thought was reasonable.

Mr G disagreed with our investigator. He mainly said:

- he was promised '*a share*' not '*a fraction of a share*'
- his view reflected general understanding of the ordinary meaning of '*a share*' and the dictionary definition of '*a single unit of a thing*'
- his complaint should be judged against the original terms and conditions and he questioned the legality of the revised terms and conditions.

As the complaint hasn't been resolved, it comes to me 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.

We provide an informal complaints handling service and this is reflected in the way I've approached the complaint. My role is to consider the evidence presented by Mr G and Trading 212 and reach an independent, fair and reasonable decision based on the facts of the case. And having thought about everything I've seen and been told, I've independently reached the same overall conclusions as our investigator. I'll explain why I say this.

Despite what Mr G has said about the legality of Trading 212 revising its terms and conditions following his complaint, it's not for me to determine whether or not there's been any wrongdoing in law, in the same way that a court or tribunal would. That would go beyond the scope of what we can offer as an alternative dispute resolution service and outside my role as an ombudsman.

I can however consider the way Mr G was treated by Trading 212.

Mr G was entitled to expect that Trading 212 would act towards him in a fair and reasonable way. So this is the focus of my decision.

Looking at the terms and conditions that Mr G responded to when he decided to take part in the scheme, I appreciate Mr G's disappointment at not receiving a full share. But I think it's fair to say that the terms and conditions didn't specify this would happen and that the wording does arguably allow scope for Trading 212's preferred interpretation.

I've also kept in mind that Trading 212 said its understanding and intention all along was that '*a share*' might mean a fractional share and this is the way the scheme worked for all its customers who participated.

Mr G received a fractional share within the promised value range. So, on balance, I don't find that I've seen enough to be able to uphold Mr G's complaint on the grounds that he was treated unfairly or unreasonably by Trading 212 when he wasn't rewarded with a full share.

I also find it was fair and reasonable for Trading 212 to update the wording used in the offer as this could have been helpful to anyone participating in the scheme. It was clearly stated in the new version of the terms and conditions that '*The Reward Shares may be less than one share...*'. This removed any ambiguity and clarified that the way the scheme worked might result in participants receiving a fractional share, as happened in Mr G's case.

In order to uphold Mr G's complaint I would have to find that Trading 212 acted unfairly or unreasonably – and for the reasons I have explained, I haven't seen enough here to do so. So I can't award the redress Mr G would like me to.

Trading 212 has indicated that its goodwill offer remains open to Mr G and it has said that if he tries and the code it gave him previously is no longer valid, it can arrange for an additional code to be sent to him. I am aware that Mr G has previously said that he didn't want to accept Trading 212's offer, but he can contact Trading 212 directly about this if he changes his mind.

I appreciate that my decision will be disappointing for Mr G but I hope that setting things out as I've done helps to explain how I've reached my conclusions.

**My final decision**

My decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 January 2024.

Susan Webb  
**Ombudsman**