

The complaint

A limited company, which I'll refer to as M, complains that Access Paysuite Ltd unfairly required M to reimburse them £6,796 for three chargebacks. M says Access Paysuite had never notified it of the chargebacks, so it had had no chance to present a defence.

What happened

M was formerly a customer of Pay360. In December 2022, Access Paysuite acquired Pay360 and began providing payment facilitation services to M.

In June 2023, Access Paysuite notified M of a £3,994 chargeback ("chargeback 1"). M challenged the chargeback, but Access Paysuite informed it in August that the defence had been unsuccessful.

In September 2023, another of M's customers initiated a chargeback, for £3,394 ("chargeback 2").

In January and February 2024, two more chargebacks followed, for £954 and £1,794 ("chargebacks 3 and 4") respectively. Access Paysuite says it notified M by email on each occasion, but received no response, so it sent invoices for each chargeback, adding a fee.

In February 2024, Access Paysuite's credit control function chased M for payment of the invoices for the four chargebacks. M replied querying what they were for. This eventually became a complaint about being pursued for repayment of chargebacks it hadn't been told about.

Access Paysuite investigated what had happened. They didn't think they had done anything wrong regarding chargebacks 1, 3 and 4. However, they upheld the complaint about chargeback 2, because they couldn't provide evidence of an initial notification about the chargeback. They therefore deducted £3,412 (£3,394 plus fee) from the outstanding invoice.

M remained dissatisfied, as it said Access Paysuite hadn't provided evidence that they had told M about 3 and 4. M also said that it had been complaining for some time prior to these chargebacks that it was no longer receiving any emails since Access Paysuite had taken over Pay360.

.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.

There is no dispute about chargeback 2 and I haven't seen a complaint about chargeback 1. So in this decision, I'm only going to consider the fairness of Access Paysuite's actions in billing M for chargebacks 3 and 4. Access Paysuite was essentially acting as a middleman in these chargeback disputes. Its role was to receive notifications and pass them on, with information about how to challenge them.

I want to start by making clear that I can only consider M's dispute with Access Paysuite. I cannot consider any dispute M might have with its own customer, and I cannot comment on whether the items sold were as described or not. My role is limited to deciding whether, in the context of these chargeback claims, Access Paysuite has treated M fairly and reasonably.

Having done so, I am sorry to disappoint M's representatives, but I don't think Access Paysuite has made an error. So I am not going to direct it to refund M for the amounts of chargebacks, which I understand M has now paid. I'll explain why below.

I know M would like our investigator to have continued to seek more evidence in the hope of proving beyond doubt what happened to the chargeback notification emails it says it never received. But the Financial Ombudsman is not a criminal court and does not operate like one. I am tasked with resolving cases quickly and informally. As part of this, I need to decide when I have enough evidence to reach a fair and reasonable outcome.

I consider I have enough evidence to conclude it's more likely than not that Access Paysuite sent notification emails regarding chargebacks 3 and 4. I say this because we have, not just copies of the emails themselves, which are specific to each chargeback, not generic, but also the SMTP logs showing emails were sent on the relevant days to the same email address M has given our service. Finally, although it's hard to prove a negative, Access Paysuite has also said that there were no undelivered messages.

M argues that the SMTP logs are incomplete and show only that the emails got as far as the anti-spam gateway, but I think they are enough to show that Access Paysuite fulfilled its notification responsibilities. I would not hold a firm responsible for the non-receipt of correctly addressed postal letters and for the same reason, I don't think Access Paysuite were to blame if these emails didn't ultimately get to M.

M's other main argument is that it says it had been reporting problems with the receipt of emails from Access Paysuite for some time prior to these chargebacks. So it was unreasonable of Access Paysuite to continue to rely on email for such important communications when they knew M wasn't receiving emails.

First, I haven't seen evidence of this issue being communicated prior to these chargebacks – although I have seen an email indicating that M had raised it with its third party supplier. In any case, it isn't true to say M wasn't receiving any emails, since it received and responded to the correspondence about chargeback 1, which came from the same email address as chargeback 3.

Access Paysuite says it's true that M had stopped receiving certain automated notifications, and that this was because its supplier had disabled them. But I don't consider this is relevant to the chargeback emails. I can see that Access Paysuite's chargeback notifications are not automated. They come from named employees using a variety of risk and compliance mailboxes. I cannot see that this approach has changed since Access Paysuite took over from Pay360.

Finally, I haven't seen evidence that Access Paysuite has any contractual obligation to contact M by any means other than email and M says it accepts that this is the case. I don't think it is unfair in these particular circumstances for Access Paysuite to have used only one channel of communication.

I appreciate this may be of limited consolation, but chargeback defences are often unsuccessful, as was M's defence in chargeback 1. It follows that, even if M had provided a defence for 3 and 4, it might well have ended up in exactly the same position as now.

My final decision

For the reasons set out above, I am not directing Access Paysuite Ltd to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 23 September 2025.

Louise Bardell
Ombudsman