

The complaint

Mr C brings the complaint on behalf of R, a partnership. R has a merchant services agreement with Paymentsense Limited (trading as “Dojo”).

R believes Dojo sent notification of a chargeback to an incorrect email address which meant it was unable to defend a chargeback claim made against it and as a result has lost money.

R has told us:

- R has only ever used “email address 1” in all its communications with Dojo so there’s no reason for it to have used “email address 2” to communicate with it regarding the chargeback. In doing this it hasn’t correctly informed R of the chargeback as it’s required to.
- Email address 2 was once associated with R, but has since been taken over by another party so R has no access to this account and wasn’t aware of the chargeback claim made.
- R always considered email address 2 to be a ‘secondary’ email address which was mostly used for customer contact and not business administrative purposes so it shouldn’t have been used by Dojo. It also believes Dojo should’ve chased R when it didn’t receive a response to its initial email or tried other means of contact.
- As a result of Dojo using the wrong email address R has lost the opportunity to defend the chargeback claim made against it. Had it had the opportunity it believes it would’ve been able to defend the claim and wouldn’t have lost the money. So it believes Dojo is liable for the loss.

Dojo has told us:

- R provided two email addresses at the point it applied for its account with Dojo – one linked to each of the partners, who are both signatories to the account.
- The terms and conditions allow R to contact either partner regarding the account and on this occasion it used email address 2 which is linked to Mr C, one of the partners and signatories.
- According to Dojo’s records it has used email address 1 and 2 in the past to communicate with R. It has also never been informed that it shouldn’t use either of the email addresses provided at the point of application.
- R was able to see the contact details Dojo had on record in the ‘team members’ section of its Dojo account, so it was able to see what correspondence could potentially be used to make contact.
- The terms and conditions set out that Dojo will use email contact when informing

customers of chargebacks received.

Our investigator looked into things but didn't think Dojo had made a mistake. As R didn't accept this the complaint has been passed to me to 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.

I've reached the same conclusions as the investigator for much the same reasons. The terms and conditions R accepted when it opened its account set out that it can contact either partner about their responsibilities and obligations and that notice given to one person will be considered having given notice to all.

The terms and conditions also set out that Dojo will normally make contact by email and will use the most recent contact details it has been provided.

In this case, the most recent contact details were the email addresses given at the point R applied for the account. I've seen this information which shows two email addresses were provided – email address 1 and email address 2.

I understand that sometimes after R made the application to Dojo, and seemingly around the time it was contacted about the chargeback claim, R lost the use of email address 2. But it doesn't appear it informed Dojo of this or arranged to remove email address 2 from the account.

So whilst I accept that R may well have lost access to this email account, R has confirmed it didn't inform Dojo of this. So there's no way Dojo reasonably should've known not to use it to contact R about the chargeback.

R has said it shouldn't have been used because there was an established pattern of only using email address 1 to contact Dojo about any matters relating to its business. This doesn't appear to be the case, it seems there have been occasions in the past where email address 2 has been used to contact Dojo about matters relating to the account.

But even if this hadn't been the case, and Dojo had only ever corresponded with R using email address 1 as R has said, I don't agree this means it would've been incorrect to use an address it had on file, that had been provided by R as a legitimate contact address.

I accept these things can change over the years, but ultimately R is a business, and part of the administration it's responsible for is ensuring the parties it deals with have up to date contact information. It was able to check the contact details Dojo held for it, and it was R's responsibility to update this contact if it no longer had access to an email account previously given. Each email address was linked to one of R's partners, so Dojo was able to use either to inform R of the chargeback received in line with the terms and conditions applicable.

R has said Dojo should've chased a response when it didn't hear back from it regarding the chargeback. But it wasn't obligated to do this. It can be the case that merchants sometimes won't respond to chargebacks if they can't be defended. And for the reasons given, it was R's responsibility to ensure its contact information was kept up to date with Dojo.

Dojo doesn't set the rules of how chargebacks need to be raised or defended – this process is set by the relevant card scheme. As the scheme will give a set number of days a merchant has to defend a claim, there's nothing Dojo could've done to have extended this.

Overall, I haven't concluded Dojo has acted unfairly or unreasonably here. So I don't think it's responsible for any loss R might've suffered as a result of having been able to defend the chargeback raised.

My final decision

I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 14 May 2026.

Faye Brownhill

Ombudsman