

complaint

Mrs D is unhappy with a hair system which she purchased for £1000 using her credit card. She brings her complaint against Vanquis Bank Limited under section 75 of the Consumer Credit Act 1974. In summary, she says that the hair system is not as described (hairpiece is not properly blended to match her hair and is too long) and it has caused painful sores on her head.

our initial conclusions

Our adjudicator recommended this complaint be upheld. In summary, she was satisfied that the hairpiece is not fit for purpose. Vanquis disagrees with this. In summary, it says that the supplier fulfilled its contractual obligations by providing Mrs D with a hair system and that it has offered her a free appointment to re-fit and style the hairpiece to her liking.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs D and the business have provided.

I have read Mrs D's submissions and I find them to be consistent and credible. They are backed up by several photos which she has submitted to this service. Overall, I am not satisfied that the hair system provided is of satisfactory quality considering its intended purpose. I am satisfied that Mrs D was told that it would blend with her existing hair and provide volume to areas that are thinning and balding. However, from the evidence available I am not persuaded that it has satisfactorily achieved this effect. Furthermore, I am persuaded that it has caused Mrs D sores which she has had to see a doctor about. Vanquis says that the supplier has offered Mrs D another appointment to rectify the problems. However, from Mrs D's credible submissions I am satisfied that she did go back on at least one occasion to have the issues rectified. I consider the supplier has had reasonable opportunity to remedy any problems and has failed to do so.

My final decision is that I uphold this complaint and direct Vanquis Bank Limited to take back the hairpiece at no cost to Mrs D and re-work her credit card as if the £1000 payment was never made, refunding her any resulting credit balance plus 8% annual interest from the date of that credit balance to the date of settlement.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D either to accept or reject my decision before 2 September 2014.

Mark Lancod

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

In its submissions Vanquis has indicated that Mrs D paid £1000 for the hairpiece only and not the fitting. No contract has been provided by the supplier but considering the nature of the item and the way the service is described as a 'hair system' I consider it likely that the £1000 included the cost of fitting. In any event, even if the fitting were not part of Mrs D's purchase I consider that the hairpiece itself is not of satisfactory quality in the particular circumstances of this complaint.

Vanquis should deduct basic rate tax from any interest element of my award and provide Mrs D with a certificate of tax deduction so she may claim a refund, if appropriate.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.