

## The complaint

Mr A has complained that American International Group UK Limited (AIG) has not undertaken an adequate repair of his tablet.

References to AIG include its agents and policy administrators.

I previously issued a provisional decision in this case. As I didn't receive any additional information from either Mr A or AIG, I'm now issuing my final decision.

## What happened

Mr A has a tablet that is insured with AIG. On 22 October 2022 he made a claim on his policy with AIG as his son had dropped the tablet and damaged the screen. Mr A paid an excess of £29 and AIG replaced the screen.

Mr A says that on 4 March 2023, the tablet screen cracked again in the same place without any apparent cause. Again, AIG replaced the screen and Mr A paid a second £29 excess.

On 16 March 2023 the screen cracked again, also without any apparent cause.

Mr A believes that the original breakage in October 2022 caused a structural defect in the tablet and that replacing the screen each time it broke would not solve the problem. He wants AIG to do a full repair to his tablet without any excess payable, or a replacement tablet if a full repair isn't feasible. He also wants the second excess he paid to be refunded because the original fault wasn't properly repaired, and he has a concern about the quality of the replacement screen which he says is much flimsier than the original.

Having seen photos of Mr A's tablet, AIG determined that it had been damaged and therefore the 24-month warranty was void. It said that if he wished the tablet to be repaired, he would need to log a damage claim and pay another excess.

It referred Mr A to his policy terms and conditions which include the following:

*"Repair of your Device*

*Repairs will be made in accordance with the following: (i) using readily available parts, (ii) with refurbished products which may contain parts which are of similar or equivalent specification, and which may include non-original, third party, or unbranded parts, and/or (iii) may be performed by non-authorised OEM repair providers. [AIG] will provide a twenty-four (24) month warranty on the completed repair performed on the Tablet."*

As he wasn't satisfied with AIG's response to his complaint, Mr A brought a complaint to this service.

Our investigator's view was that Mr A's tablet had been repaired in accordance with the terms of his policy and that there was no evidence of structural damage. She therefore didn't uphold Mr A's complaint.

Mr A asked that his complaint be reviewed by an ombudsman. I reviewed it and issued a provisional decision. As I didn't receive any further information from either Mr A or AIG, I'm now giving my 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.

Having done so, I'm upholding Mr A's complaint and I'll explain why.

In my view, the recurring breakages of Mr A's tablet screen are likely to be attributable either to repeated trauma to the tablet, damage having been done to the body of the tablet causing the screen to repeatedly break, or poor-quality repairs being done and/or poor quality parts being used.

I don't consider it likely that the tablet has suffered repeated trauma. Mr A's model of tablet is third generation and is therefore quite old in mobile device terms and it's been insured since 2017. Three defects within four months would suggest an issue with the tablet rather than with its handling.

Following the second screen breakage on 4 March, AIG stated that it noticed damage from a photograph that Mr A provided and, on that ground, said that the warranty it provides didn't apply to the repair that it had undertaken. It hasn't provided any evidence of what damage it noticed.

Mr A has suggested that the body of the tablet was damaged by the incident in October 2022 in such a way as to lead to damage to a new screen, although if this were to be the case, it's surprising that the screen didn't break again sooner after the first repair was undertaken.

I've noted the repair reports, and these make no reference to any inspection of the body of the tablet. In the absence of any actual evidence of damage to the body of the tablet, I consider that on the balance of probabilities the third breakage was attributable either to a poor repair or materials of inadequate quality.

Whilst I don't consider it unreasonable for AIG to use non-branded parts when carrying out repairs, I don't consider it reasonable for such parts to be of inferior quality. Mr A commented that the replacement screen appeared "much flimsier" and when pressed hard the screen went fuzzy, which he says didn't happen with the original branded screen.

I consider that AIG has acted unfairly in requiring that Mr A submit a new damage claim and pay another excess for another repair. AIG should undertake another repair of Mr A's tablet screen and at the same time investigate whether there is any damage to the body that might impact on the integrity of the new screen. No excess should be charged. Alternatively, if Mr A requests that he be provided with a replacement tablet, AIG should provide this.

### **My final decision**

For the reasons I've given above, I'm upholding Mr A's complaint and require AIG to undertake a further repair or to replace Mr A's tablet at Mr A's option. No excess should be charged.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or

reject my decision before 20 November 2023.

Nigel Bremner  
**Ombudsman**