211456 - Should damage caused by misuse be included in the company's warranty?

the question

I am a young man who has been religiously committed for a while, praise be to Allah. I began to pay attention to the teachings of my religion, by Allah's grace, but there is something that has been on my mind a great deal and is worrying me. It has to do with restoring people’s rights. I bought a cell phone a while ago, and I got a warranty from the company, which comes with the phone at no extra cost. During the warranty period, I messed about with the phone and wrecked it without meaning to. Then I went to the shop where I had bought the phone and asked them to repair it. The company sent me a new phone, and after that I began to feel guilty.

My question is:

Is the value of the warranty regarded as a gift from the company to me; is it part of my rights and do I not have to repay the value of the warranty?

If what I did was a transgression against the company's wealth, then how can I return the money?

What should my intention be if I give it in charity instead?

I am a student and do not have anything other than my pocket money. My family offered to help me pay this money, but I refused. Am I sinning by refusing help – and thus delaying repayment of the debt – because I want to rely on myself?

Detailed answer

Praise be to Allah.

Firstly:

We praise Allah, may He be exalted, Who has helped you, guided you and bestowed upon you the blessing of religious commitment. We ask Him, may He be glorified, to increase you in faith, guidance and piety.

Secondly:

Selling an item with a warranty from the seller or the company that produced it is permissible, even if the price of the item is increased as a result, so long as it is included in the price of the item and the warranty does not have a price that is separate from the price of the item. For more information, please see the answer to question no. 176025

Thirdly:

The basic principle with regard to damage caused after taking possession of the item sold is that the purchaser is liable for it, whether the damage is caused by the actions of the purchaser or someone else.

An-Nawawi (may Allah have mercy on him) said:

If damage occurs after taking possession of the item, and it cannot be traced to some cause that occurred before taking possession of it, then it cannot be returned (to the seller).

End quote from al-Majmoo‘ Sharh al-Muhadhdhab, 12/127

Ibn Qudaamah (may Allah have mercy on him) said:

With regard to damage that occurs after taking possession, the purchaser is liable for it and he does not have the option (of returning it to the seller). This is the view of Abu Haneefah and ash-Shaafa‘i.

End quote from al-Mughni, 4/114

Ibn Rushd (may Allah have mercy on him) said:

There is no difference of opinion among the Muslims that the purchaser is liable for the sold item after he has taken possession of it.

End quote from Bidaayah al-Mujtahid, 3/202

Similar to that are manufacturing faults, in which case the seller or manufacturing company is responsible for them.

Fourthly:

If the seller offers a warranty that is not binding upon him according to shar'i principles, such as if he commits to repairing or accepting return of an item when he is not obliged to do so in the first place, but he took that upon himself by way of encouraging people to buy his product, then there is nothing wrong with benefiting from that warranty.

Shaykh Ibn 'Uthaymeen (may Allah have mercy on him) was asked:

If I buy a new car from the agency and it breaks down, and I bring it to them, and they say, "We will repair it for you for free, because it is still under warranty," am I obliged to refuse?

He replied: No.

End quote from Thamaraat at-Tadween, question no. 383

But the seller's obligation to fulfill the warranty is according to the conditions stated in the contract. If the warranty does not include damage resulting from misuse or carelessness on the part of the purchaser, then it is not permissible to deceive the company in order to make use of the warranty. Rather the user must explain to the company what really happened, then the company may decide whether it will honour the warranty or not.

Fifthly:

In the event that the purchaser deceived the company so that they would do something that they were not obliged to according to the contract, then what he must do is return the new phone to

them and compensate them for any depreciation in its value, and you have the right to take back the damaged phone.

If that is not possible, then you must either give them the value of the new phone or reach some other agreement with them by mutual consent. If it is not possible to return the value of the phone to them directly or put it in their account, then you may give it in charity on their behalf. If you cannot do that, then it remains a debt that you owe until you are able to do it.

Sixthly:

With regard to accepting help from your family to pay off the debt, you do not have to do that, whether it is in the form of a gift or a loan, but if you did accept it, that would be better so long as you do not fear harmful reminders from them in the future.

An-Nawawi (may Allah have mercy on him) said:

If a person is offered wealth from a permissible source, in a manner in which it is permissible to take it, without him having asked for it or hoped for it, it is permissible for him to take it and there is nothing wrong with doing so, but he does not have to take it..

End quote from al-Majmoo‘, 6/234. See also: al-Mughni by Ibn Qudaamah, 4/337

Shaykh ‘Abd ar-Rahmaan al-Barraak (may Allah preserve him) was asked:

Is a son sinning if he does not accept a gift from his father to pay a debt that he owes or pay some liability, when he is unable to pay it off?

He replied: I do not think that he is sinning.

End quote.

And Allah knows best.