

Asurion Mobile⁺ Combined Product Disclosure Statement & Financial Services Guide

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Asurion Mobile+ Combined Product Disclosure Statement & Financial Services Guide

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Product Disclosure Statement (PDS)

1. Welcome to Asurion Mobile+

1.1 About this Combined Product Disclosure Statement and Financial Services Guide

This Combined Product Disclosure Statement and Financial Services Guide is designed to provide you with information to help you decide:

- whether Asurion Mobile+ is right for you – see this PDS section
- whether to use our financial services – see the FSG section on page 14 (below).

1.2 What is Asurion Mobile+?

Asurion Mobile+ is a financial product that provides the following support services for your enrolled device during your 12-month subscription:

- Up to two mobile replacements;
- Unlimited mobile refresh services; and
- Unlimited access to Expert Tech Support.

Please note this is just a summary and you should read the Asurion Mobile+ benefits section starting on page 3 and the other parts of this PDS which contain the terms and conditions of Asurion Mobile+.

1.3 Who is Asurion?

Asurion Mobile+ is issued by Asurion Financial Services Pty Ltd (Asurion) ABN 99 158 359 767 AFSL 422216.

In this PDS/FSG, we refer to Asurion as 'we', 'us' or 'our'. Our contact details are:

Phone	Email and web	Post
1800 961 383	support-asurion-mobileplus@asurion.com www.asurion.com.au	P.O. Box 4083 AusPost Richmond East LPO, Richmond VIC 3121

1.4 Asurion Mobile+ is not insurance!

Asurion Mobile+ is not an insurance product and Asurion is not an insurer authorised by the Australian Prudential Regulation Authority.

This is because you can use the benefits of your Asurion Mobile+ membership at any time, not just when something bad has happened as may be the case with insurance.

1.5 How to become a member

You can become a member of Asurion Mobile+ provided:

- the device you plan to enrol is currently on our eligible device list which can be reviewed at www.asurion.com.au/asurionmobileplus/faq/;
- you are an Australian resident over 18 years old;
- you provide us with valid credit card details;
- you provide us with a valid email address and any information we reasonably request;
- the device you plan to enrol is owned by you and is not held as security for a debt;
- a device with the same IMEI has not previously been enrolled; and
- you are not intending to use Asurion Mobile+ for illegal, fraudulent or other improper purposes, as determined by us acting reasonably.

To enrol in Asurion Mobile+ please visit www.asurion.com.au/asurionmobileplus/join/.

2. Asurion Mobile+ benefits

2.1 Mobile replacement

You can make a mobile replacement service request up to two times for any reason at any time during your 12-month Asurion Mobile+ membership.

We will send you a replacement device which is the same make, model and memory as your enrolled device, and you must send your enrolled device to us if it is still in your possession. The replacement device may be refurbished or new.

If a replacement device of the same make, model and memory is not in stock, you can either:

- get a device of different make/model with similar or better specifications (kind, quality, functionality release age) to your enrolled device and with the same operating system; or
- place a priority order for a device of the same make, model and memory as your enrolled device, however, you may have to wait a long period of time before the replacement device is available.

Where your enrolled device is defective, you may have rights to a free remedy under your existing manufacturer's warranty or Australian Consumer Law. You should contact your manufacturer or retailer if you believe your enrolled device is defective so you do not have to pay the Asurion Mobile+ service request fee and use one of your two mobile replacement entitlements.

If you would like to make a service request for a mobile replacement, please follow the steps below:

Step 1: Make a service request for a mobile replacement

- Please call us on 1800 961 383 to make a service request.
- Pay the \$179 (including GST) service request fee by credit card to complete your service request.
- If your service request is lodged by 3:00 pm (AEST) on a NSW business day, we will dispatch your replacement device the same day using a next-business day delivery service (within metro areas and provided a replacement device of the same make, model and memory is in stock).

Step 2: Transfer your content to your replacement device

- Once your replacement device arrives, transfer the content from your enrolled device to your replacement device.
- If your enrolled device is not in your possession, restore content from your most recent back up of your enrolled device (for example, from your cloud back-up service).

Step 3: If your enrolled device is still in your possession, prepare it for mail-in to Asurion:

- Back up or transfer any important data on your enrolled device before sending it to us.
- Unlock your enrolled device, disable all passwords and turn off any personal lock security features (for example, if you have an Apple device you must turn off the Find My iPhone security feature).
- Erase all content on your enrolled device and complete a factory reset.
- Remove your SIM card, any SD memory card and, if possible, your battery. You do not need to return any accessories (covers, chargers, power cables, headphones). If you send us your accessories, we may not be able to return them to you. We will not return SIM cards left in your enrolled device.

Step 4: If your enrolled device is still in your possession, mail it in to Asurion

- As part of your replacement device delivery, we will provide you with a prepaid reply satchel.
- Put your enrolled device into the prepaid reply satchel and lodge it at your nearest Australia Post Office.
- Request an Australia Post lodgement receipt and keep a copy as confirmation.

You must return your enrolled device (or any replacement device we have provided to you under any previous service request that has become your enrolled device) to us within 14 days of making the mobile replacement service request.

If you don't return your enrolled device to us within 14 days, we will charge a device non-return fee to the credit card that you used to pay for the service request fee. If we are unable to charge a device non-return fee to your credit card, we will network block your replacement device until you pay the device non-return fee or you return your enrolled device to us.

The device non-return fee is calculated by us based on the fair market value to us to replace your enrolled device. We will let you know what the fair market value is when you make your service request.

If you return your enrolled device to us and it is disabled or locked (eg. the Find My iPhone security feature is not turned off for iOS devices), we will take reasonable steps to contact you and request that you unlock or enable your enrolled device. If you do not unlock or enable your enrolled device, we may charge an in-operable device fee to the credit card that you used to pay for the service request fee. If we charge you an in-operable device fee, we will return your enrolled device to you.

The in-operable device fee is calculated by us based on the fair market value to us to replace your enrolled device. We will let you know what the fair market value is when you make your service request.

The replacement device will become the enrolled device for the rest of your Asurion Mobile+ membership.

Other important rules you need to know about service requests are set out on page 7.

2.2 Mobile refresh

You can make a mobile refresh service request for any reason at any time during your 12-month Asurion Mobile+ membership.

You must send us your enrolled device and we will undertake the following services and return it to you:

- Screen replacement;
- Accessory replacement – standard original equipment manufacturer wired headset and charge cable (not including electrical plug);
- Full diagnostic test of your enrolled device's hardware; and
- Detailed clean of your enrolled device's exterior chassis and external ports.

Step 1: Make a service request for mobile refresh

- Please call us on 1800 961 383 to make a service request.
- You will need to confirm the condition of your enrolled device. Where your enrolled device does not function normally (ie. cannot make calls), has liquid damage or has a bent or skewed frame, you should submit a mobile replacement service request instead of a mobile refresh service request.
- Pay a \$49 (including GST) service request fee to complete your request.
- Advise us if you would like us to contact you to discuss the results of the full diagnostic test of your enrolled device's hardware.

Step 2: Prepare your enrolled device for mail-in

- Back up or transfer any important data on your enrolled device before sending it to us.
- Unlock your enrolled device, disable all passwords and turn off any personal lock security features (for example, if you have an Apple device you must turn off the Find My iPhone security feature).
- Erase all content on your enrolled device and complete a factory reset.
- Remove your SIM card, any SD memory card and if possible, your battery. You do not need to return any accessories (covers, chargers, power cables, headphones). If you send us your accessories, we may not be able to return them to you. We will not return SIM cards left in your enrolled device.

Step 3: Send in your enrolled device from an Australia Post Office

- Following your service request approval, we will send you a prepaid return label via email.
- Please bring this return label with you to your nearest Australia Post Office.
- Put your enrolled device into the shipment box that will be provided to you at your nearest Australia Post Office after scanning the return label (at no additional charge).
- Request an Australia Post lodgement receipt and keep a copy as confirmation.

Step 4: Restore the content on your enrolled device

- Once we have received your enrolled device, we will aim to complete your mobile refresh service within 2 business days.
- Once the mobile refresh service has been completed, we will send your enrolled device to the address you provided during your service request. Upon receipt of your enrolled device, restore content from your most recent back up of your enrolled device (for example, from your cloud back-up service).
- Other important rules you need to know about service requests are set out further below on this page 7.

2.3 Asurion Expert Tech Support

Our Expert Tech Support service provides you with technical support for your enrolled device.

The service is available to you between 8am and 9pm (AEST) seven days a week by calling 1800 961 383 (or +61 1800 961 383 from overseas) provided that you are an active Asurion Mobile+ subscriber.

Asurion Tech Experts can assist you with the following:

- Setting up your enrolled device;
- Technical support to troubleshoot and resolve technical issues on your enrolled device;
- Advice, tips and tricks to help you maximise use of your enrolled device;
- Technical support for your enrolled device's operating system and software applications;
- Technical support to help you use your enrolled device with other services and devices that are compatible with your enrolled device.

Asurion Expert Support does not include assistance with network coverage issues, where modified or unsanctioned operating systems, drivers and software applications are in use, or when it is not related to your enrolled mobile.

2.4 Other important rules you need to know

- We do not ship to Post Office (P.O.) boxes.
- You cannot lodge a service request if one is already in progress and incomplete. You cannot lodge a mobile replacement service request if you have already lodged two mobile replacement service requests during your 12-month membership.
- You cannot lodge a service request if, in respect of any device you have enrolled with Asurion Mobile+ you have failed to:

- return an enrolled device to us as part of a previous mobile replacement service request and where you indicated during the service request that your enrolled device was still in your possession.
- return to us for assessment a previous replacement device that has developed a defect and for which you are making a claim under your warranty or under a consumer guarantee, as further set out in section 9 below.
- unlock or enable an enrolled device as part of a previous mobile replacement service request or failed to pay the inoperable device fee.
- If you notify us that you want to cancel your mobile replacement service request before we have dispatched a replacement device to you, we will cancel your service request and refund the service request fee paid.
- You cannot cancel a mobile replacement service request after we have dispatched a replacement device to you and the service request fee will not be refunded.
- Following a mobile replacement service request, we may arrange for your enrolled device to be blocked through the Australian Mobile Telecommunications Association (AMTA) so that it cannot be used on any network. We will not do this if you have paid the device non-return fee following a mobile replacement request, unless you subsequently return your enrolled device to us and we refund this amount.
- Once you make a valid mobile replacement service request and we receive your enrolled device, ownership of your enrolled device transfers to us and you assign to us any rights and benefits under any manufacturer's warranty for your enrolled device (to the extent that it can be assigned at law).
- We can reject a service request if your enrolment details are incorrect until such time as you correct those details.
- We can reject a service request or ask for additional information from you if we suspect, acting reasonably, that you are using Asurion Mobile+ for illegal, fraudulent or other improper purposes. We can reject a service request if the details of the device you are providing under a service request do not match the details of the enrolled device.
- You cannot lodge a service request or access Asurion Expert Tech Support if you are not up to date with payment of your monthly subscription fees. You can lodge a service request and access Asurion Expert Tech Support once you pay all of your outstanding subscription fees.

3. Cost of Asurion Mobile+

3.1 Monthly fee

You must pay \$12 (including GST) per month to be a member of Asurion Mobile+. The Monthly fee will be automatically deducted from your nominated credit card each month.

In addition to the monthly fee, you must also pay the service request fees when you make a service request and, if applicable, the device non-return fee or in-operable device fee.

3.2 Service request fees

In addition to the Monthly fee, you must pay the fees set out in the table each time you make a service request:

Service request	Fee (including GST)
Mobile replacement	\$179 + Device non-return fee of fair market value of the enrolled device you've promised to return to us if you don't return it within 14 days (see mobile replacement benefits on page 3) + Inoperable device fee of fair market value of your enrolled device if you send us your enrolled device and it is disabled or locked (eg. the Find My iPhone security feature is not turned off for iOS devices).
Mobile refresh	\$49
Expert Tech Support	No additional cost - included as part of your Asurion Mobile+ membership

4. When does your Asurion Mobile+ membership start and end?

4.1 Start of your membership

Your membership of Asurion Mobile+ starts as soon your first month's payment has been successfully received and you've received your welcome email.

4.2 Cooling-off (within the first 14 days)

You can cancel Asurion Mobile+ within the first 14 days of your membership and we will refund the \$12 (including GST) monthly fee paid, as long as you haven't already made any service requests. You can still exercise your Cooling-off right if you have accessed the Asurion Expert Support services in the first 14 days of your membership.

4.3 End of your membership (after the first 14 days)

Your Asurion Mobile+ membership ends exactly one year (12 months) from when your membership commenced, unless you or we cancel it sooner as described below.

After expiration of the Cooling-off period, you can still cancel your membership at any time. Cancellation will become effective at the end of your monthly billing cycle following your cancellation request and you can use Asurion Mobile+ benefits up to that time.

There are no cancellation fees. However, there is no refund of the \$12 (including GST) monthly fees already paid as you can access all the benefits of Asurion Mobile+ until the cancellation becomes effective.

We will suspend and/or cancel your membership if:

- You miss a \$12 (including GST) monthly fee. We will send you a reminder notice, however, if you fail to pay the outstanding amount and the following month's fee by its due date, your membership will be cancelled.
- We suspect, acting reasonably, that you are using Asurion Mobile+ for illegal, fraudulent or other improper purposes. Where you have more than one enrolled device with Asurion Mobile+, this may result in the suspension or cancellation of the memberships for each and every enrolled device.
- Australia Post will not accept your enrolled device into the postal system for health and safety reasons.

5. What to do if you're unhappy with us or Asurion Mobile+?

5.1 Contact us

If you have a complaint about Asurion Mobile+ or our services please contact us in the first instance:

Phone	Email and web	Post
1800 961 383	support-asurion-mobileplus@asurion.com www.asurion.com.au	P.O. Box 4083 AusPost Richmond East LPO, Richmond, VIC, 3121

We will review the issue carefully and attempt to resolve it with you within 5 business days.

5.2 Australian Financial Complaints Authority

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Phone	Email and web	Post
1800 931 678	info@afca.org.au www.afca.org.au	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

6. Risks of Asurion Mobile+

We have designed Asurion Mobile+ to be the best possible mobile support solution for you. However, there are some risks of holding the product which you should be aware of such as:

- It takes time to post your enrolled device when you make a mobile replacement or mobile refresh request and you may be without a device for a period of time, particularly if you live outside a metropolitan area or your service request is made on a weekend or public holiday.
- If your service request is lodged by 3:00 pm (AEST) on a NSW business day, we will dispatch your replacement device the same day using a next-business day delivery service only if your registered address is within a metropolitan area and provided a replacement device of the same make, model and memory is in stock.

- If you fail to pay the \$12 (including GST) monthly fee, we may cancel your membership and you will not be able to make any services requests or access Asurion Expert Tech Support.
- If you fail to pay the services request fees, you will not be able to make a service request and may be without a device.
- If you choose to cancel Asurion Mobile+ outside of the cooling-off period, you will not receive a refund for monthly fees already paid.
- Asurion Mobile+ is not an insurance product and we are not regulated by the Australian Prudential Regulation Authority.
- If you make a mobile replacement service request, you may receive a refurbished device and will not necessarily receive a brand new device even if your enrolled device was purchased new.
- A replacement device may not be the same colour as your enrolled device.
- If a replacement device of the same make, model and memory is not in stock, you can either:
 - get a device of different make/model with similar or better specifications (kind, quality, functionality release age) to your enrolled device and with the same operating system; or
 - place a priority order for a device of the same make, model and memory as your enrolled device, however, you may have to wait a long period of time before the replacement device is available.

7. The Australian Consumer Law:

Our replacement screens, replacement accessories and replacement devices come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have your replacement screen, replacement accessories and/or replacement device (as applicable) repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure. Our warranty in section 8 below is in addition to other rights or remedies available under law including the Australian Consumer Law.

8. Our warranty

Your replaced screen and accessories (for mobile refresh services) and your replacement device (for mobile replacement) are backed by a 12-month warranty. You are covered by this warranty if the replaced screen, accessories or replacement device develop a defect within 12 months of you receiving it.

9. Making an Australian Consumer Law or warranty claim:

You can make a warranty claim by following the steps below:

Step 1: Make a warranty claim

- Please call us on 1800 961 383 (+61 1800 961 383 from overseas) to make a warranty claim or contact us via email: www.asurion.com.au/contact-us.

Step 2: Prepare your enrolled device for mail-in

If your warranty claim is for defective accessories, please proceed directly to Step 3.

- Back up or transfer any important data on your enrolled device before sending it to us.
- Unlock your enrolled device, disable all passwords and turn off any personal lock security features (for example, if you have an Apple device you must turn off the Find My iPhone security feature).
- Erase all content on your enrolled device and complete a factory reset.
- Remove your SIM card, any SD memory card and, if possible, your battery. You do not need to return any accessories (covers, chargers, power cables, headphones). If you send us your accessories, we may not be able to return them to you. We will not return SIM cards left in your enrolled device.

Step 3: Send in your enrolled device or defective accessories at an Australia Post Office

- Following your warranty claim, we will send you a pre-paid return label via email.
- Please bring the pre-paid return label with you to your nearest Australia Post office.
- Put your enrolled device or defective accessories (as applicable) into the shipment box that will be provided to you in your nearest Australia Post office after scanning the pre-paid return label.
- Request an Australia Post lodgement receipt and keep a copy as confirmation.

Note: If warranty claim is for defective accessories they should be sent in without the enrolled device.

Step 4: Repair or replace

- Once we have received your enrolled device or defective accessories (as applicable), we will either repair or issue another replacement device or replacement accessories (as applicable).
- We will mail your repaired enrolled device, your replacement device or your replacement accessories (as applicable) to you at your nominated address.

Please note that there is no cost to you to make a warranty claim. Asurion will cover the cost of your warranty claim, including by posting to you a pre-paid return label that enables you to post your enrolled device or defective accessories (as applicable) to us for repair or replacement.

10. Privacy

By applying to join, or joining, Asurion Mobile+ you consent to us to collecting, handling, storing and/or disclosing your personal information in accordance with data privacy laws and our privacy policy, a copy of which is available at www.asurion.com.au/eng/privacy-policy/. We can disclose your personal information to our related bodies corporate and each of their representatives which may extend to other jurisdictions in which they operate, such as The Philippines, Japan and the United States and so that they can assist us in administering Asurion Mobile+.

11. Varying these terms

After your Asurion Mobile+ membership starts we can vary the terms and conditions contained in this PDS at any time:

- with your prior written agreement;
- without your agreement where there would be no material detriment to you, in which case we will provide you with reasonable notice after the variation;
- without your agreement where there may be material detriment to you, in which case we will give you at least 30 days' notice prior to the change unless a shorter period is required as the result of law or a regulatory requirement.

12. Updating this PDS

Information contained in this PDS that is not materially adverse information is subject to change from time to time and may be updated on our website at www.asurion.com.au/asurionmobileplus.

A paper copy of any updated information will be given, or an electronic copy made available, to you without charge on request.

13. Liability

13.1 No exclusion or limitation

Nothing in this section 13 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:

- contravene that statute; or
- cause any term of this PDS to be void,

(Non-excludable Obligation).

13.2 Exclusion of implied obligations

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under this PDS.

13.3 Limitation of liability

Except in relation to Non-excludable Obligations, our liability to you arising directly or indirectly under or in connection with this PDS or the performance or non-performance of this PDS and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

- we will have no liability whatsoever to you for any loss, harm, damage, cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
- the aggregate of our liability to you is otherwise limited to an amount not exceeding the monthly fees and service request fees paid by you under this PDS.

14. Governing Law

This PDS will be governed by and construed in accordance with the laws of Victoria, Australia.

Financial Services Guide (FSG)

1. About this Financial Services Guide

This Financial Services Guide (FSG) is issued by Asurion Financial Services Pty Ltd (Asurion or 'we', 'us' or 'our') ABN 99 158 359 767 AFSL 422216.

This FSG is designed to help you decide whether to use the financial services that we offer.

It includes information on:

- the financial services we are authorised to provide under our licence and our capacity
- how you can give us instructions
- the remuneration and other benefits we may receive
- dispute resolution
- compensation arrangement

The PDS section includes information to help you decide if Asurion Mobile+ is right for you.

2. Authorised financial services and our capacity

2.1 Financial services we are authorised to provide

Our licence authorises us to:

- provide financial product advice in relation to general insurance products and miscellaneous financial risk products; and
- deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of general insurance products and miscellaneous financial risk products; and
- deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of general insurance products and miscellaneous financial risk products, in relation to both retail and wholesale clients.

Asurion Mobile+ is a miscellaneous financial risk product and is not a general insurance product.

2.2 The capacity in which we act

When we provide these authorised financial services we act on our behalf and not on your behalf.

3. How to give us instructions

You can provide us with instructions in relation to the financial services that we provide by contacting us:

Phone	Email and web	Post
1800 961 383	support-asurion-mobileplus@asurion.com www.asurion.com.au	P.O. Box 4083 AusPost Richmond East LPO, Richmond, VIC, 3121

4. Remuneration and other benefits

We receive the following remuneration in relation to financial services provided in relation to Asurion Mobile+:

- The \$12 (including GST) monthly fee;
- The \$49 (including GST) mobile refresh service request fee;
- The \$179 (including GST) mobile replacement service request fee;
- The device non-return fee is payable when your enrolled device is not returned to Asurion following a mobile replacement service request where you have indicated that your enrolled device is still in your possession. The device non-return fee is based on the fair market value of your enrolled device. For example, if a customer fails to return an iPhone which is worth \$475 (including GST) on the secondary market, the device non-return fee will be \$475 (including GST).
- The inoperable device fee is payable when your enrolled device is returned to Asurion following a mobile replacement service request, however your enrolled device is disabled or locked (eg. the Find My iPhone security feature is not turned off for iOS devices).

5. Dispute Resolution

5.1 Contact us

If you have a complaint about Asurion Mobile+ or our services please contact us in the first instance:

Phone	Email and web	Post
1800 961 383	support-asurion-mobileplus@asurion.com www.asurion.com.au	P.O. Box 4083 AusPost Richmond East LPO, Richmond, VIC, 3121

We will review the issue carefully and attempt to resolve it with you within 5 business days.

5.2 Australian Financial Complaints Authority

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Phone	Email and web	Post
1800 931 678	info@afca.org.au www.afca.org.au	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

6. Compensation arrangements

We are covered by professional indemnity insurance that satisfies the requirements for compensation arrangements under the Corporations Act 2001 (Cth).

Our insurance cover claims made against us as the licensee and for the conduct of our representatives and employees.