



Stud Stock Policy Wording

DATE OF PREPARATION April 2020

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INTRODUCTION

1. About Achmea

Achmea Australia (Achmea) is the Australian branch of Achmea Schadeverzekeringen N.V. ABN 86 158 237 702, AFSL No. 433984. For more than two centuries, **we** have helped farmers protect their livelihoods. **We** are committed to protecting and enhancing agricultural communities.

Achmea Australia
PO Box H359
Australia Square NSW 1215
1800 724 214
info@achmea.com.au
www.achmea.com.au

2. Understanding your policy

In order to properly understand the significant features and benefits of **your policy**, **you** need to carefully read the following:

- the rest of this Introduction which sets out among other things, how **you** can apply for insurance, details of **your** Duty of Disclosure and important general information about the insurance;
- the terms of cover set out in this **policy wording** including the General Conditions, General Claims Conditions and General Exclusions;
- **your certificate of insurance** that contains specific details relevant to **your policy** and any additional terms specific to **you** and which can affect **your** cover.

This **policy** is not renewable.

3. General advice warning

We will give **you** factual information about the insurance **we** issue to assist **you** in deciding whether the product is suitable to **you**. **We** will typically provide **you** with general advice. General advice does not take into account **your** specific personal objectives, financial situation or needs. Where **we** provide **you** with general advice, **you** should consider the appropriateness of any information or advice **we** give **you**, having regard to **your** specific personal objectives, financial situation or needs. **You** should also refer to the policy documentation **we** give **you** (including this **policy wording**) before deciding whether to purchase the insurance.

4. PDS change to policy wording

In this **policy wording** there are words with a specific meaning. **We** have made these words bold. The meaning of these words for the purposes of this **policy wording** is set out in the Definitions at the end of this **policy wording**

5. Headings

Headings in this document have been included for ease of reference. This **policy wording** is not to be construed or interpreted by reference to headings.

6. Singular versus plural

A word which denotes the singular includes the plural and vice versa.

7. Applying for insurance

To apply for insurance, **you** must complete **our** Stud Stock proposal Form and include the purchase price and the

level of cover for the **Stud Stock** you want to insure.

Following receipt of the completed **Stud Stock** proposal form, if **we** agree to provide cover, **we** will issue **you** with a **certificate of insurance**. **You** need to read it carefully and again check that the details are correct to ensure **you** are happy with **your policy**. **You** should keep **your policy** documents in a safe place.

8. Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you**, extend, vary or reinstate an insurance contract.

9. Who needs to tell us

Everyone who is noted on **your certificate of insurance** as an insured must comply with the Duty of Disclosure. If **you** provide information on behalf of another person named, **you** must include in **your** answers to **our** questions everything that they know, and that a reasonable person in the circumstances would include in answering the questions. **We** will treat the information as if that other person had provided that information to **us**.

10. What you do not need to tell us

You do not need to tell **us** about any matter that:

- diminishes **our** risk;
- is of common knowledge;
- **we** know or should have known in the ordinary course of **our** business as an insurer; or
- **we** indicate **we** do not need to know.

11. If you do not comply with the duty of disclosure

If **you** do not tell us something that they are required to tell **us**, **we** may reduce or refuse to pay a **claim**, or cancel the **policy**, or both. If fraud is involved, **we** may refuse to pay a **claim** and treat the **policy** as if it never existed.

12. Duty of Utmost Good Faith

The law requires **you**, any third-party beneficiary under **your policy** and **us** to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under **your policy**.

13. GST input credits

Where **we** make a payment under your policy for the acquisition of goods, services or other supplies, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** are, or would be entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to the acquisition, whether or not the acquisition is actually made.

Where **we** make a payment under **your policy** as compensation instead of payment for the acquisition of goods, services or other supplies, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

If **you** do not disclose or if **you** understate **your** entitlement, **you** may be liable for GST on settlement of the claim. **We** do not insure nor are **we** liable for this GST liability or for any fine, penalty or charge for which **you** may be liable for.

14. When you can cancel your policy

You can cancel **your policy** at any time by writing to **us** requesting cancellation. **We** will refund the **total premium** paid by **you** less a pro-rata proportion to cover the period for which **you** were insured, reasonable administrative costs relating to the issue and cancellation of **your policy** and any federal, state or territory government taxes and levies **we** cannot recover.

15. When we can cancel your policy

We can cancel **your policy** if **you** or a person who is or was at any time the insured:

- Fails to comply with the Duty of Utmost Good Faith;
- Fails to comply with the Duty of Disclosure;
- Fails to comply with any part of **your policy**, including any in respect to payment of the premium;
- Makes a misrepresentation to **us** during the negotiations for **your policy** but before the **commencement date**;
- Makes a fraudulent **claim** under **your policy** or under another contract of insurance (whether with **us** or another insurer) during the same period of time that **our policy** insures **you** for.

If **we** cancel **your policy**, **we** will give **you** 30 days' notice in writing. **We** will refund the **total premium** paid by **you** less a pro-rata proportion to cover the period for which **you** were insured, reasonable administrative costs related to the issue and cancellation of the **policy** and any federal, state or territory government taxes and duties **we** cannot recover.

16. Feedback and complaints

We take any complaint made about our products or services seriously and deal with in in a fair, transparent and timely manner with no charge to **you**. If unresolved after talking to **us**, **your** complaint will be deemed a dispute and entered into **our** Internal Dispute Resolution (IDR) System. It will be reviewed by a designated IDR Officer of Achmea with the appropriate experience, knowledge and authority to provide **you** an outcome within 15 business days.

To lodge a Complaint, **you** can write, phone or email **us** at:

IDR Officer
Achmea Australia
PO Box H359
Australia Square NSW 1215
1800 724 214
complaints@achmea.com.au
www.achmea.com.au

If **you** are still dissatisfied or the complaint remains unresolved after 45 days, **you** can lodge a complaint with the Australian Financial Complaints Authority (ACFA). ACFA provides consumers and small businesses with a fair, free and independent resolution service for financial complaints.

AFCA contact details are as follows:

Australian Financial Complaints Authority Limited GPO Box 3, Melbourne VIC 3001
1800 931 678
info@afca.org.au
www.afca.org.au

If **your** complaint is to do with a privacy issue, please refer it to the Office of the Australian Information Commissioner at www.oaic.gov.au or contact by emailing enquiries@oaic.gov.au.

17. Privacy

Protecting **your** privacy and **your** personal information is important to **us**. **We** collect information to decide whether to insure **you**. If **you** do not provide this information, **we** will not be able to insure **you**.

Any personal information **you** give **us** will be treated in accordance with the Privacy Act 1988 (Cth).

We may disclose **your** personal information to third parties as necessary to assist **us** in providing services to **you**.

Those third parties include related companies within the Achmea Group and associated companies of Achmea.

Some of the third parties may be overseas, most likely in the Netherlands.

Our privacy statement contains more information about how **we** manage personal information that **we** collect. **You** may access a copy of **our** privacy statement from the download section of **our** website www.achmea.com.au.

If **you** give **us** personal information about other people, **we** rely on **you** to tell them that **you** will provide their information to **us** and of the information in this notice. **We** may also use the information for **our** business purposes as reasonably necessary.

18. Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme (FCS) in the **event** that **we** become insolvent.

Access to the scheme is subject to eligibility criteria. Information about FCS can be obtained from www.fcs.gov.au.



WHAT YOU ARE INSURED FOR

One Star Cover

You are insured for the death or **necessary slaughter** of **your Stud Stock** due to an **accidental loss** during the **policy period** but only while the **stud stock** is in Australia.

Two Star Cover

In addition to the cover provided under One Star Cover:

You are insured for permanent and total **impotence** or incapability of natural service caused by an **accidental loss**.

Three Star Cover

In addition to cover provided under One Star and Two Star Cover:

You are insured for permanent and total **impotence** or incapability of natural service caused by an **illness** or **animal disease**.

Your claim for coverage under Three Star Cover cannot be considered until and unless a veterinary certificate is provided confirming a diagnosis of infertility which has subsisted for at least 90 days.

Additional benefits

Note: Additional benefits apply to all star covers

Transit

You are also insured for **accidental loss**, damage or **necessary slaughter** of **your stud stock** during **transit** within Australia, including by sea from ports, caused:

- by **fire**; or
- by **flood**; or
- by collision and overturning of the conveying vehicle or trailer; or
- by **theft**; or
- whilst loading or unloading.

Excess

An excess of \$100 per animal per **event** applies.

Reasonable precautions

You agree to take all reasonable precautions to recover and preserve the life and health of your **Stud Stock** following **accidental loss** or **illness**. If **you** do not, **we** may reduce the amount of **our** payment, or not pay at all.

GENERAL EXCLUSIONS

You are not insured for any loss or damage, actual or alleged legal liability or business interruption caused by, arising from, or in connection with any of the following:

- a. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any federal, state or territory government or public or local authority;
- b. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- c. the mining, use, storage, handling or transportation of radioactive materials;
- d. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- e. any other operation or process that uses nuclear fission, fusion or radioactive materials;
- f. any product that contains or uses nuclear fission, fusion or radioactive materials;
- g. any act of **terrorism** as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**;
- h. where an insured property is lawfully repossessed, confiscated or seized, detained, nationalised, requisitioned by a federal, state or territory government or volunteer body;
- i. damage that arose from the improper functioning of climate control devices, unless this is a result of an accident during which the means of transport suffered loss or damage;
- j. asbestos;
- k. any deliberate, criminal or dishonest acts by **you**, **your** directors, partners, employees or any member of **your** family or anyone acting with **your** knowledge or consent;
- l. any unlawful activity carried on in **your building**;
- m. Genetically Modified Organism (GMO), such as, but not limited to:
 - i. **claims** attributable to the genetic instability, inadequate characterisation or performance of GMOs, blending or contamination claims; or
 - ii. loss or damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other **organisms** or products, or their pollination by GMOs, pure financial and/or economic **claims**, environmental impairment, ecological damage, or damage to biodiversity;
- n. contaminated feed; or
- o. Transmissible Spongiform Encephalopathy (TSE), including but not limited to Bovine Spongiform Encephalopathy (BSE or mad cow disease), new variants of Creutzfeld-Jakob Disease, Enzootic Bovine Leucosis (EBL), Foot and Mouth Disease, Footrot, Scrapie, Anthrax, Anaplasmosis, Babesiosis, Johnes Disease, Pleuro Pneumonia, Ovine Brucellosis, Swine fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis, Contagious Bovine Pleuropneumonia. This exclusion applies regardless of any other contributing or aggravating cause or **event** that contributes concurrently or in any sequence to the loss, damage, cost or expense.

- p. **You** are not insured for any loss or damage to **your Stud Stock** arising from, or as a consequence of or in connection with:
- i **animal disease** or defects that already existed or symptoms caused before the cover took effect, regardless of whether **you** were aware of such **animal disease** or defect at the time; or
 - ii **animal disease** or defects that arose because the veterinarian's advice was not followed; or
 - iii ailments to legs or udders, except when these ailments are the result of an accident; or
 - iv internal parasites or clostridal disease (Enterotoxaemia, Black leg, Blacks disease, Tetanus and Malignant Oedema), unless **your Stud Stock** have a vaccination and drenching program in place and being followed.
 - v castration, inoculation, spaying or firing; or surgical operations unless on veterinarian's advice to preserve the life of **your Stud Stock**; or
 - vi slaughter by order of a federal, state or territory government authority acting under any statute or regulation relating to **Stud Stock**.
 - vii **loss** or damage to **your Stud Stock** arising from or in connection with not immediately isolating **your Stud Stock** from a contagious diseased animal following discovery or suspicion of the disease and placing **your Stud Stock** on a property or in an area where **you** know contagious diseased animals have been.



GENERAL CONDITIONS

Commencement of cover

Cover will commence on the date shown as the **commencement date** on **your certificate of insurance**.

Amendment of cover

If **you** change **your** cover, **we** issue **you** with a new **certificate of insurance** that replaces **your** previous **certificate of insurance**.

Duration of insurance

The duration of this insurance is for the **policy period**. The **policy period** is the period of time from the **commencement date** noted on **your certificate of insurance** to the expiry date also noted on **your certificate of insurance**. When cover for an **insured item** is changed the **policy period** for the changed cover means the period of time from the **amendment date** noted on **your certificate of insurance** to the expiry date also noted on **your certificate of insurance**. This **policy** is not renewable.

Care and protection

Reasonable care must be taken to avoid and minimise injury, **loss** or damage to your **Stud Stock** insured.

Alteration to risk

You must tell **us** immediately:

- a. of any change in circumstances **you** are aware of which increases or alters any risk insured by **us**; or
- b. if **you** no longer have any interest in any of **your** insured property;

If **you** fail to notify **us** of any of the above, **we** may, at **our** discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a **claim** and/or cancel **your policy**.

Other insurance

You should inform **us** immediately of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, any property or liability **you** insure with **us**.

Interests of other parties

Lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured will only be included as third-party beneficiaries if their interest is noted on your **certificate of insurance**. All third-party beneficiaries must comply with the terms and conditions of this **policy wording** and any additional terms in your **certificate of insurance**.

Notices

Any notice **we** give **you** will be in writing or by electronic means and will be effective if it is delivered to **you** personally or if it is delivered to **your** address or email address last known to **us**. Accordingly, **you** must tell **us** of any change of postal and email address as soon as possible.

Total loss

In the circumstances where **you** have made a **claim** under **your policy** and **we** have agreed to pay the full Insured Sum noted on **your certificate of insurance** for **your** insured **Stud Stock**, no return of premium will be made for any unused portion of the annual premium and any outstanding annual premium payments will remain payable by **you**. Cover ends upon the date of the **event** which caused the **total loss**.

Premium payment

You can pay **your total premium** in one payment by bank transfer from **your** nominated bank account.

Premium conditions

- a. The **total premium** must be paid by the due date as noted on the tax invoice
- b. **We** will give **you** a tax invoice at least 14 days before the due date.
- c. If **you** do not pay the **total premium** by the due date, **we** may refuse to pay a **claim** and/or cancel **your policy** as if it never came into existence.
- d. A minimum premium of \$100 applies, despite the value of the sum insured

Jurisdiction

Your policy is subject to the laws of the Australian state or territory where **you** purchased the insurance and the federal laws of Australia. Any dispute under **your policy** will be submitted to the exclusive jurisdiction of the courts of that state or territory and any courts of appeal from them.

Additional Conditions

In the case of the death or **necessary slaughter** of **your stud stock** due to an **accidental loss** or **animal disease** following as a direct consequence of an insured **loss**, **you** must:

- Within three business days, send **us** a certificate signed by the veterinarian detailing the cause of the death or **necessary slaughter**;
- If **we** request, have a post-mortem performed and submit the report to **us**; and
- Submit to **us** receipts of reasonable costs, including veterinarian costs for the above that are eligible for compensation due to an Insured loss.

GENERAL CLAIMS CONDITIONS

What you must do

When a **claim** happens, **you** must:

- a. report the **claim** to **us** as soon as practically possible;
- b. on request, provide **us** with a written and signed statement describing how the **event** arose and the extent of the loss or damage that has resulted from the **event**;
- c. cooperate with **us** ensuring **you** provide all information to **us** or to the specialist appointed by **us**;
- d. not do anything that can lead to an acknowledgement of liability;
- e. notify the police immediately in the **event** of stolen insured property; and
- f. in case of **theft**, transfer rights in, to or of the stolen **insured item** to **us** if **we** request this.
- g. in case of the death of **Stud Stock** from any cause other than an accident, arrange a post-mortem examination by a qualified veterinarian.

Damage assessment

We are responsible for the settlement and assessment of every **claim**.

What we will pay for your Stud Stock claim

We will at **our** option pay **you** the lower amount of:

- the insured sum at purchase price; or
- where compensation for an insured loss is paid by federal, state or territory government, semi-government or another organisation, **we** will only pay for the insured **loss** not covered by this payment; or,
- the difference from the sale of the carcass or **stud stock** and the sum insured.

Waiver of subrogation rights

You must not agree to waive rights to recover loss or damage from any party without **our** consent.

Our rights to recover damages

After **we** have paid a **claim** under **your policy**, **we** reserve the right to take over any legal or equitable right of recovery which **you** may have. If **we** do this, it will be at **our** expense and for **our** benefit.

If **you** receive any payment or compensation in any form for **your** claimed loss in respect of a **claim** from any other party after **we** have paid the **claim**, **you** must reimburse **us** for any claim payment made to **you**. **You** must do this as soon as **you** have received the payment or compensation.

You must not do anything which prevents **us** from recovering funds and **you** must give **us** any information or assistance **we** reasonably require.

If **you** do not comply with the above, **we** may refuse to pay a **claim** or reduce the amount **we** pay for a **claim**, to the extent permitted by law.

DEFINITIONS

Accidental means sudden, unintended and unforeseen.

Animal disease means a disease or period of sickness affecting the body or mind of **Stud Stock** caused by something other than an accident, aging or wear and tear.

Building means any structure enclosed within exterior walls or a roof, including foundations and basement.

Buildings include all attached apparatus, equipment and fixtures that cannot be removed without cutting into ceilings, floors or walls and are shown as an item on **your certificate of insurance**. **Buildings** include a **glasshouse** and a **greenhouse**.

Building does not include property and terrain boundaries or grounds and areas.

Bushfire means a freely burning, uncontrolled and unplanned **fire** in woods or forest, mixtures of scrub, bush and grass, or plantation.

Certificate of insurance means the document **we** provide to **you** which forms part of **your policy** and shows **your policy** number, the covers **you** have selected, the premium **you** have to pay, the excesses that may apply, the limits that may apply and any special terms.

Claim means a demand made by **you** upon **us** to pay you under the terms of **your policy** or demand made either in writing or verbally to **you** from someone else for monetary damages arising out of an **event**

Commencement date means the start date for the **policy** taken out by **you** with **us**.

Event means a single loss or damage and/or bodily injury, or a series of losses or damages and/or bodily injuries which have the same proximate cause. All loss or damage resulting from earthquake, volcanic eruption, subterranean **fire, flood, storm** or occurring during each period of 72 consecutive hours will be considered one **event**.

Fire means **fire** outside a fireplace or caused by burning, accompanied with flames and that is capable of growing on its own account. **Fire** does not include scorching, singeing, melting, charring, brewing, of electrical equipment and engines, overheating, burning out, breaking of ovens and boilers.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek, other natural water course whether or not altered or modified or any reservoir, canal or dam.

Hail means precipitation in the form of balls, pellets or particles of ice.

Illness means any sickness, **animal disease** and parasitic or fungal infection, the effects of heat and sun stroke and the effect of inoculation first diagnosed during the period of insurance.

Impotence means an animal's state of impotency.

Impotent means permanently:

Impotent; or Infertile; or

Incapable of natural service.

Insured loss means loss or damage covered under **your policy** for which **we** have agreed to provide indemnity.

Insured item means the items described on **your certificate of insurance**

Necessary slaughter means the killing of an animal that is in immediate mortal danger and whose life cannot be saved or on advice of a veterinarian.

Organism means any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, microorganisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds.

Policy means this policy document, **your certificate of insurance**, **your** "Stud Stock Proposal Form" and **your** Tax Invoice

Policy period means the period of time from the **commencement date** noted on **your certificate of insurance** to the expiry date also noted on **your certificate of insurance**. When cover is changed to **your policy**, the **policy period** for the changed cover means the period of time from the **amendment date** noted on **your new certificate of insurance** to the expiry date also noted on **your new certificate of insurance** except for cover for the perils of **hail, bushfire** and **flood**, where cover will commence 48 hours after the **amendment date** unless **we** have specifically agreed otherwise.

Purchase price means the purchase price evidenced by receipt or equivalent.

Reasonable costs mean the amount and nature of the costs that are consistent with what a reasonable person would incur in the conduct of the same business in the same or similar circumstances.

Storm means violent wind including tornadoes, thunderstorms, hailstorms which may be accompanied by snow or rain, but not **tropical cyclones**

Stud stock means any of the following animals older than six months retained for breeding and noted as an **insured item** on **your certificate of insurance**:

- a. Bulls not older than seven years.
- b. Rams not older than four years.

Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- Involves violence against one or more persons.
- Involves damage to property.
- Endangers life other than that of the person committing the action.
- Creates a risk to health or safety of the public or a section of the public.
- Is designed to interfere with or to disrupt an electronic system.

Theft means where a person intentionally and fraudulently takes property of another without permission or consent and with the intent to convert it for their use.

Total loss means the complete loss or death of **your** insured Stud Stock

Total premium means the premium **we** charge for the **policy period** including any applicable federal, state or territory levies and taxes.

Transit means the transportation of items from one place to another. **Transit** includes the loading and unloading of the means of transport.

Tropical cyclone means a non-frontal low-pressure system of synoptic scale developing over warm waters having organised convection and a maximum wind speed of 34 knots or greater extending more than halfway around the centre and persisting for at least six hours.

We/our/us is referring to Achmea which is an Australian Financial Services Licensee AFSL No. 433984. This is the business name of Achmea Schadeverzekeringen NV (ABN 86 158 237 702).

You/your means the person or persons noted on your **certificate of insurance** as the insured. **You** can also be a company, partnership or other legal entity.

The information contained in this document was prepared on 29th April 2020. The information in this Policy Wording is current as at that date. From time to time, we may include more up to date information in this Policy Wording that is not materially adverse without notifying you. You can get more up to date information by calling us on 1800 724 214 or visiting the website www.achmea.com.au

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Keeping Farmers Farming



achmea.com.au
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achmea 
farm insurance