

EML Offers Terms & Conditions

On behalf of our customers, we have negotiated a range of exceptional deals on innovative products and services.

Important information

Please take a moment to read the full Terms and Conditions related to our EML Offers below.

If you have any queries, feedback or comments regarding EML Offers please email mutualbenefits@eml.com.au

EML Offers Terms & Conditions

As a general rule, the following Terms & Conditions apply to all EML Offers.

- 1. Eligibility: Only EML Customers are eligible to access EML Offers. An EML Customer is defined as an employer organisation who receives claims management services or has an insurance policy from EML, or any of its related bodies corporate or affiliate, via:
 - (a) EML or any of its related bodies corporate or affiliate's relationship as an agent through the state government workers compensation schemes;
 - (b) EML or any of its related bodies corporate or affiliate as an insurer pursuant to the specialized insurer scheme by the State Insurance Regulatory Authority (SIRA); or
 - (c) EML or any of its related bodies corporate or affiliate as a claims manager for various self-insurer schemes by SIRA and Comcare"
- 2. Where an EML Customer signs up for an EML Offer with an approved EML Offers Provider ("Provider"), the relationship between the EML Customer and the Provider shall be a direct relationship in the ordinary course, without the involvement of EML. Payment, licensing, agreement and ongoing support as regards to the product or services shall be as between the EML Customer and the Provider.
- 3. EML reserves the right to change these terms and conditions.
- 4. These terms and conditions and the Member Benefits Program itself are subject at all times to the requests made, by its scheme principals including icare, RTWSA, Insurance for NSW, WorkSafe VIC and Comcare. As a result, EML reserves the right to change these terms and conditions, the Member Benefits Program and/or to withdraw or amend EML Offers at anyt time if required so as to comply with its obligations as a Scheme Agent.
- 5. Shared knowledge, information & privacy: As part of its agreement with any particular Provider, EML may have entered into an agreement with that Provider that provides EML with de-identified data such as data analysis of injury trends for the purpose of sharing knowledge with EML Customers as well as marketing activities. Data contained within reports will be de-identified and captured as part of a broader, multi-client data set so as not to compromise the privacy of individual Customers or their employees.
- 6. Case studies, testimonials and feedback: Access to EML Offers is condition on the Customer agreeing to provide feedback, testimonials and case studies if and when required, with the intent being to share information and learnings to benefit other EML Customers. Feedback, testimonials and case studies may also be used to support EML marketing & tender activities. Where this is required, the Customer will be consulted to provide consent to use this information with details provided as to how this information will be utilised.



- 7. No liability of EML: Customers access EML Offers at their own risk. EML hereby excludes to the fullest extent permitted by applicable law, all liability for any claim (whether in common law, equity, contract, tort (including negligence) breach of statutory obligation or duty, repudiation or otherwise) for injury, loss or damage arising from the undertaking of the program or initiative whilst accessing any EML Offer.
- 8. Specific terms and conditions as they apply to each individual EML Offer: As each EML Offer is unique, there may be additional terms and conditions that apply, dependant upon which EML Offer the Customer is seeking to access. Customers should discuss these terms and conditions with the product or service provider prior to determining whether they wish to purchase the product or service.

Please contact individual suppliers to discuss their specific Terms and Conditions. Their details can be found on the EML Offers page.