

# Horizon Pro Air – Pro Air Elite Protection

## Terms & Conditions

### 1. Introduction

These Terms & Conditions (“Terms”) govern the subscription services offered by Horizon Pro Air Engineering Pty Ltd (“HPA”, “we”, “our”, “us”) through the Pro Air Elite Protection Program (“the Program”).

By purchasing a plan, you (“the Subscriber”, “the purchaser”, “you”, “your”) agree to these Terms.

### 2. Business Details:

Business Name: Horizon Pro Air Engineering

Trading As: Horizon Pro Air

ABN: 45 221 951 658

Address: Suite 8, Level 25, 108 St Georges Terrace, Perth, WA, 6000

Email: sales@horizonproair.com.au

### 3. Nature of the Program

The Pro Air Elite Protection Program provides additional cost coverage and reimbursement for air conditioning (AC) repairs and breakdowns only. It is a reimbursement-based support program that provides capped financial assistance for eligible AC repairs, subject to annual limits and fair-use rules.

This Program

- IS NOT an insurance product,
- IS NOT a manufacturer warranty,
- IS NOT an extended warranty
- IS NOT a guarantee of repair.

### 4. Subscription Plans

Subscribers may choose from the following annual plans:

- Starter Plan
- Essential Plan
- Premium Plan

Plan inclusions, coverage percentages, and annual limits are displayed on our website and are subject to change periodically.

### 5. Coverage and Waiting Period

#### 5.1 Immediate Partial Coverage

Following the full payment of a subscription plan, the Immediate Coverage begins on Day 1 of your subscription, reimbursable up to 80% of the plan purchase price, for eligible service requests. For example, if the plan price is \$499, the Immediate coverage will be \$399.20.

#### 5.2 Full Coverage After Waiting Period

Eligibility for full reimbursement of the Coverage Limit begins after a 6-month waiting period, subject to the plan’s limits. The Coverage Limit is the maximum reimbursement you can potentially have in a 12-month period. If you have already claimed within the first six months, the available limit is calculated based on the maximum coverage minus the claimed amount.

### 6. Claim Processing Fee (CPF)

There will be a \$50 charge for each claim you submit. This fee is added to your invoice. The CPF is NOT reimbursable.

Please refer to your plan’s inclusions to see the allowable claims per 12 months (Covered Service Calls).

### 7. Eligibility

You must meet the following conditions to qualify for the Pro Air Elite Protection Program:

- Air conditioning units must be located within Western Australia.
- Air conditioning units must be in safe working condition at the time of subscription.
- You must keep AC well-maintained
- Any misuse, physical damage, or non-standard installation will void coverage
- Subscribers must provide accurate personal and property information.
- Subscriber must be owner, landlord, or authorised manager.
- We may request proof of ownership or authority
- Plan applies ONLY to the address listed at signup.

### 8. What Is Covered

The Program reimburses eligible AC-related expenses, including:

- Call-out fees
- Breakdown diagnostics fees
- Repair labour
- Partial Parts reimbursement as outlined in your plan inclusions.

Your coverage is capped at the plan’s **annual reimbursement limit** and may vary by plan type.

### 9. What is Not Covered

The subscription plans do **NOT** cover the following:

- Pre-existing faults at the time of subscription
- Damage to your AC caused by negligence, misuse, or accidents
- Damage caused by pests, weather, or electrical surges
- Delivery/freight costs
- Duct cleaning, mould removal, or non-HVAC services.
- Air Conditioning system **replacements**: Indoor unit, Outdoor unit, or both.
- Repairs carried out by non-licensed technicians
- Units that are older than **8 years**. Evidence of the manufacturing date **MUST** be provided (by homeowner/subscriber).

Horizon Pro Air reserves the right to access your premises (by appointment) and request additional information to verify eligibility.

### 10. Fair Use Policy

HPA reserves the right to apply a fair-use policy to ensure reasonable use of the Program. If claim behaviour is excessive, unreasonable, abusive, or inconsistent with normal AC maintenance standards, HPA may:

- Request additional verification
- Reduce claim eligibility
- Suspend coverage, or terminate the subscription

### 11. Suspension or Termination Rights

HPA may suspend or terminate a subscription if:

- payment fails
- fraudulent activity is detected
- eligibility requirements are breached
- or fair-use policy is violated

No refunds apply in these circumstances.

### 12. Claim Submission Process

All claims must be submitted through our official Claim Form on the Horizon Pro Air website. Claim Requirements:

- Subscriber name
- Customer Number (CN)
- Property Address

# Horizon Pro Air – Pro Air Elite Protection

## Terms & Conditions

- Invoice from a licensed technician
- Breakdown of the fees for Labour, Parts, Call-out, etc.
- Payment receipt for the AC repair (issued by the licensed tech).
- HPA reserves right to verify claims and may request technician verification call/photos.
- A false claim terminates the subscription immediately.

### 13. Claim Reimbursement

Claims are reviewed and processed by the Horizon Pro Air team. Submission of a claim does not guarantee approval. All claims must meet eligibility requirements, program rules, plan limits, and verification standards. HPA reserves the right to decline claims that do not comply. Approval is subject to:

- Valid subscription status – You must have an active plan at the time of a claim.
- You cannot submit a claim if your plan ended already.
- Waiting period compliance (first year only)
- Eligibility under your plan: Annual Limit, number of Ac units covered,
- Legitimacy of the submitted invoices. HPA may decline claims that appear fraudulent, unreasonable, inflated, or unrelated to AC performance.
- Reimbursement is paid only after proof of payment.
- Approved claims are reimbursed within **10 business days** via EFT.

### 14. Discretion & Decision Authority

HPA reserves the exclusive right to review, assess, approve, partially approve, or decline any claim at its discretion, based on the evidence provided and these Terms & Conditions.

### 15. Payment, Renewal & Billing

- Plans are billed annually via secure payment gateways on our website.
- Plans automatically renew unless cancelled before the renewal date.
- Renewal pricing may change. HPA will advise customers in case of the plan pricing changes.
- Auto-renew email notice is sent at least 14 days before renewal.
- It is the subscriber's responsibility to ensure payment details remain valid and up to date.
- Failed payments will suspend your plan

### 16. Cancellations & Refunds

You may cancel your plan up to 60 days after your plan activation date (the date your payment is received), provided you have had no claims in that period. Also, plans cannot be paused or frozen due to vacant property or unused AC systems.

You **cannot cancel** your subscription plan if you have submitted a claim within the first 60 days. The following cancellation fees will be applied:

- Within the first 15 days: Cooling-off period - Full refund.
- Within Day 16 – 60: Refund available, minus a **20%** cancellation fee.
- After 60 days: Refund **unavailable**.

### 17. Non-Refundable Situations

No refunds apply if:

- A claim has already been approved or paid, OR
- Fraudulent information was provided during signup.

### 18. Transfer of Subscription

Subscriptions may be transferred to a new property manager or a new owner at the same property address. Transfer requests must be submitted in writing and be approved by HPA. ProAir Elite Protection plans apply to the property and its air conditioning system. If ownership

or management changes, the plan continues to protect the air conditioner at that property until the end of the current plan term, provided the subscription remains active and approved by HPA.

### 19. Upgrade Your Subscription Plan:

You can only upgrade your plans within the first 30 days, OR at the renewal date (after 12 months).

### 20. Our Liability

Nothing in these Terms limits your rights under the Australian Consumer Law (ACL).

Horizon Pro Air's maximum liability is limited to the **annual claim/coverage limit** of the selected plan.

Horizon Pro Air is **NOT liable** for:

- The performance or workmanship of any HVAC technicians.
- Damages to your property caused by the repair service providers, technicians, and staff.
- Loss of income, property damage, or indirect losses

In addition,

- HPA do NOT guarantee to repair AC units
- HPA do NOT guarantee AC units ongoing performance
- HPA do NOT cover consequential economic loss
- Subscriber is responsible for choosing technician

### 21. Force Majeure

HPA will NOT be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, pandemics, system failures, or power supply disruptions.

### 22. Responsibility for Technicians

Repairs must be carried out by a fully licensed and qualified technician. HPA is not responsible for workmanship quality, delays, damage, or costs caused by any third-party service provider.

### 23. Dispute Resolution

If you disagree with a claim decision, you may request a review in writing within 14 days of notification. HPA will reassess the claim and issue a final decision. This decision will be considered final.

### 24. Privacy

We collect and store subscriber information in accordance with Australian Privacy Laws.

Some data may be shared with authorised HVAC technicians for claim verification purposes only.

### 25. Amendments

- We may update these Terms from time to time. The latest version will always be available on our website.
- If Terms materially change, HPA will notify subscribers.
- Continued use of the Program constitutes acceptance of updated Terms.

### 26. Governing Law

These Terms are governed by the laws of **Western Australia**, in accordance with the **Australian Consumer Law (ACL)**.

### 27. Acceptance

By purchasing a plan, submitting a form, or making a payment, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.