GROUP ACCIDENT POLICY

Underwritten by:
AXIS INSURANCE COMPANY
111 South Wacker Drive, Suite 3500, Chicago, IL 60606
A Stock Company
(Herein called the Company)

The Company will pay the benefits of this Policy subject to its provisions. This page and the pages that follow are part of this Policy.

Group Policy No.: **SRPOHIR3100001-00**

Policyholder: **Independent Pool & Spa Service Association, Inc. (IPSSA)**

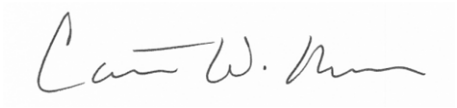
PREMIUM PAYMENTS
This Policy is issued in return for the payment by the Policyholder of required premiums. Premiums are payable at the home office of the Company or to its authorized agent. The first premium is due on the effective date of this Policy. Later premiums are due monthly in advance on the first day of each month. These dates are the premium due dates.

EFFECTIVE DATE
This Policy will take effect on April 1, 2021

POLICY ANNIVERSARIES
Policy anniversaries will be April 1, 2022 and each subsequent April.

APPLICABLE LAW
This Policy is a legal contract between the Policyholder and the Company. This Policy is issued in and governed by the laws of California.

The President and Secretary of the Company witness this Policy.



Secretary President

_____
Registrar

Signed by: _____
(A licensed resident agent where required by law)

GROUP ACCIDENT POLICY
THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS OR DISEASE.
PLEASE READ THIS POLICY CAREFULLY
Non-Participating

POLICY INDEX

PAGE(S)

INCORPORATION PROVISIONS

1. From the effective date of the Policy, changes in the following items will be made a part of this Policy:

    a. the name of the Policyholder;

    b. the premium rates;

    c. amounts of insurance, eligibility, benefit descriptions, or any other provisions incorporated into the Policy.

2. Any change in item "1" above will be given on the Company's forms.

3. The effective date of incorporation of a provision or another change that affects the insurance of any person insured under this Policy will be the later of:

    a. the effective date of this Policy;

    b. the date of any amendment to this Policy that changes the Company's obligation to pay benefits under this Policy.

4. All of the benefits and provisions in an insured person's certificate of insurance issued under this Policy are made a part of this Policy.

PREMIUM PROVISIONS

Grace Period

A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the *Schedule of Benefits*. The Company will provide notifications of premiums due or premium changes, by mail to the most current address in the Company files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Insured Persons The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and The Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Policy Grace Period section.

Premium Rate Changes

We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 25% or more the number of Insured Persons;
3. a change in any federal or state law or regulation is enacted; adopted or amended to the extent it affects the Company's benefit obligations under this Policy;

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

The Company will have the right to audit books and records of the Policyholder at its place of business and during its regularly scheduled business hours, in order to determine the accuracy of premiums paid.

Refund of Premium

The Company will refund any premium paid for coverage of a specified Covered Activity if:

1. that Covered Activity is cancelled; and
2. the Policyholder notifies the Company in writing at least 7 days before the Covered Activity was scheduled to take place.

No insurance will be in effect for any Insured Person while he participates in, travels to, attends or otherwise is involved in the Covered Activity. If this Policy was issued to insure only the Covered Activity that was cancelled, and the Company was notified as required in 2. above, this Policy will be void from its inception.

Cancellation

The Company may cancel this policy at any time by written notice delivered to the Policyholder, or mailed to his last address as shown on the records of the Company, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after the Policy has been continued beyond its original term the employer may cancel this policy at any time by written notice delivered or mailed to the Company, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the Company or the employer, the Company shall promptly return on a prorata basis the unearned premium paid, if any, and the employer shall promptly pay on prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by the Company or to be paid by the Company or to be paid by the employer, any discounts in premium or premium rate actually allowed to the employer because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of the Company's regular and customary premium or premium rate for the coverage of this policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

PREMIUM RATE TABLE

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

$2.50 per member per month, due and payable for the Policy Term

The premium for the Policy Term is the greater of (1) $50,000 (the Minimum Premium) or (2) an amount calculated by multiplying the number of persons insured by a per-person rate of $2.50 per month (the Calculated Premium). The Minimum Premium is due and payable in advance of the Policy.

Effective Date. The Calculated Premium will be determined upon completion of an audit by the Company or its representative during the Policy Term. If the Calculated Premium is greater than the Minimum Premium, the difference between the Minimum Premium and the Calculated Premium is due and payable upon receipt of written notice by the Company to the Policyholder of the amount owed.

Mode of Premium Payment	Monthly
Premium Due Date	Policy Effective Date
Initial Premium	$50,000

Contributions The cost of coverage is paid by the Policyholder

GENERAL PROVISIONS

Addition of New Members

All Members added to the Classes of Covered Classes in the *Schedule of Benefits* are eligible for insurance under this Group Policy.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

Certificates

Where required by law, the Company will provide a certificate of insurance for delivery to the Insured Person. Each certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one certificate to each family unit.

30 Day Right to Examine Certificate

If the Insured Person does not like the Certificate for any reason, it may be returned to the Company within 30 days after receipt. The Company will return any premium that has been paid. In that case, the Certificate will be void as if it had never been issued.

Clerical Error

A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with Statutes

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy, the Master Application and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, any statements made by the Policyholder or any Insured Person will be considered representations and not warranties No such statement shall avoid the insurance or reduce the benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the Policyholder, except a fraudulent misstatement, be used at all to void this policy after it has been in force for three years from the date of its issue, nor shall any such statement of any Insured Person eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or disability (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for three years from the date it became effective.

No change in this Policy will be valid until approved by one of the Company executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

If an enrollment form for an Insured Person is required, it may also be made a part of this Policy at the Company's option.

Examination of the Policy

This Policy will be available for inspection at the Policyholder's; office during regular business hours.

Time Limit on Certain Defenses

No claim for loss incurred or disability (as defined in the policy) commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

Policy Changes

No change in this Policy will be valid until approved by one of the Company executive officers and endorsed on or attached to this Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.

Records

The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to the Company by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by the Company.

The Company, may waive reporting of any information specified above.

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under Worker's Compensation law.

NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

● **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

● **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

● **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

● Life Insurance

80% of death benefits but not to exceed $300,000

80% of cash surrender or withdrawal values but not to exceed $100,000

● Annuities and Structured Settlement Annuities

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

● **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

● A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract

● A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society

● If the person is provided coverage by the guaranty association of another state.

● Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual

● Employer and association plans, to the extent they are self-funded or uninsured

● A policy or contract providing any health care benefits under Medicare Part C or Part D

● An annuity issued by an organization that is only licensed to issue charitable gift annuities

● Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract

● Any policy of reinsurance unless an assumption certificate was issued

● Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at *www.califega.org* , or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

CALIFORNIA DISCLOSURE

An Insured Person has the right to request an independent medical review when he or she believes that a Health Care Service has been improperly denied, modified, or delayed by Our Agent or Us.

EXCESS COVERAGE

Benefits payable under this Policy are subject to reduction, to the extent provided in this Policy, if an Insured Person is entitled to benefits, whether on an indemnity basis or on a provision-of-service basis, for hospital, medical, dental, or surgical expenses under any other valid and collectible individual, group, or blanket insurance policy or contract, hospital or medical service program, or group-practice prepayment plan, except for automobile medical payments insurance.

Form CA Notice

HIPAA PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentially of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION
We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However, all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice – You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:
AXIS Insurance Company
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009
888.870.AXIS (2947)
General questions - please send to USSales.AccHealth@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective March 15, 2021

OFAC NOTICE

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").