

Effective April 1, 2020

Standard

MASSACHUSETTS PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING ENDORSEMENT

As used in this endorsement, "employee leasing" shall mean an arrangement, whereby an entity utilizes the services of another entity to provide it with some or all of its workforce for a fee or other compensation under an employee leasing arrangement. The entity providing employee leasing services shall be referred to as the "employee leasing company" or "ELC." The entity receiving the services shall be referred to as the "client" or "client company."

As used in this endorsement, "professional employer agreement" shall mean a written contract by and between a client and a professional employer organization that establishes the PEO co-employment relationship, identifies covered employees, and allocates employer rights, responsibilities and obligations between the client and the PEO with respect to the covered employees. The entity providing professional employer services shall be referred to as the "professional employer organization" or "PEO." The entity receiving the services shall be referred to as the "client" or "client company."

Employees provided by either an ELC or a PEO to a client shall herein be referred to as "leased employees" or "leased workers."

This endorsement applies only with respect to those of your workers provided to the client company named in the Schedule below under either an employee leasing arrangement or a professional employer agreement that allocates to the PEO the responsibility of obtaining workers' compensation insurance. These are arrangements that are long term and not used to provide the client company temporary help services during seasonal or unusual conditions, such as temporary skill shortages or temporary special assignments and projects.

Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the client is the employer and is insured under this policy.

The insurance afforded by this endorsement is not intended to satisfy the client company's duty to secure its obligations under the workers' compensation law. We will not file evidence of this insurance on behalf of the client with any government agency.

We will not ask any other insurer of the client to share with us a loss covered by this endorsement. Premium will be charged for your workers leased to the client company shown below.

The policy may be cancelled pursuant to applicable law without need for us to send notice to the client company. It shall be your responsibility to notify the client of the cancellation, by certified mail and within ten days of your receipt of the cancellation notice. The cancellation of this policy shall not affect your rights and obligations as an ELC or PEO with respect to any other workers' compensation and employers' liability policy issued to you.

Part Four (Your Duty If Injury Occurs) applies to you and the client company shown below. The client company will recognize our right to defend under Part One and Part Two and our right to inspect under Massachusetts law and Part Six (Conditions).

The experience of the employees leased to the client company shall be separately maintained.

Schedule

Name of Client	Address	FEIN
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Note: Use this endorsement with a policy showing Massachusetts in Item 3.A. of the Information Page when the insured (ELC or PEO) named in Item 1 of the Information Page fulfills its obligation to provide insurance for workers' compensation and employers' liability claims made by employees leased to an entity (the client) named in the endorsement Schedule, under a contractual agreement.