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*Effective April 1, 2020*

Standard

**MASSACHUSETTS PROFESSIONAL EMPLOYER ORGANIZATION (PEO) EXTENSION ENDORSEMENT**

As defined in MGL c 149 §192 and 454 CMR 30.00 and 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 a 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." The employees provided by the PEO to the client that are subject to the professional employer agreement shall be referred to as "leased workers" or "leased employees."

This endorsement applies only with respect to bodily injury to your leased workers in Massachusetts when provided by a PEO named in the Schedule below, subsequent to the execution of a Professional Employer Agreement that allocates to you, the Client, the responsibility of obtaining workers' compensation insurance. This endorsement excludes coverage for employees that you pay directly and workers provided to you on a temporary basis.

Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) of your policy will apply as though both the PEO and the Client are the employer and insured under this policy.

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

We will not ask any insurer of the PEO to share with us a loss covered by this endorsement.

Premium will be charged for your leased workers while provided by the PEO. Part Five (Premium), Sections F (Records) and G (Audit) of your policy apply to both you and the PEO. You must obtain from the PEO and furnish to us, and the PEO is obligated to provide, a complete payroll record of your leased workers provided by the PEO to satisfy your obligations under Part Five (Premium), C-2 (Remuneration).

The policy may be cancelled pursuant to applicable law without need for us to send notice to the PEO. It shall be your responsibility to notify the PEO 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 with respect to any other workers' compensation and employers' liability policy issued to you.

Part Four (Your Duties If Injury Occurs) applies to you and the PEO. The PEO will recognize our right to defend under Parts One and Two and our right to inspect under Massachusetts law and Part Six (Conditions).

We shall audit this policy within 90 days of the policy effective date and may conduct interim audits thereafter. The purpose of the audit will be to determine whether all classifications, experience modification factors and estimated payroll utilized with respect to the development of the premium charged are appropriate.

**Schedule**

Name of PEO	Address	FEIN
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Note: Use this endorsement with a policy showing Massachusetts in Item 3A of the Information Page when the insured (a Client of a 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 provided to the insured by a PEO under a contractual agreement that allocates to the Client the responsibility of providing workers' compensation.