



March 15, 2019

**CIRCULAR LETTER NO. 2346**

To All Members and Subscribers of the WCRIBMA:

**MASSACHUSETTS EMPLOYEE LEASING ENDORSEMENT (WC 20 03 04 C)**

The Massachusetts Division of Insurance ("DOI") has approved a revised Massachusetts Employee Leasing Endorsement (WC 20 03 04 C). This endorsement has been updated to include a new field within the schedule section of the endorsement to list the Federal Employers Identification Number (FEIN) of the leasing client company. Under the current leasing regulations, the leasing client company FEIN is required to be furnished to the insurance company. Currently, insurance companies are reporting the client's FEIN to the WCRIBMA on electronically reported policies. The inclusion of the FEIN on the hard copy version of the endorsement is strictly being made for consistency purposes.

This endorsement is effective on April 1, 2019, applicable to new and renewal policies.

A copy of the Massachusetts Employee Leasing Endorsement (WC 20 03 04 C) is attached.

Please contact Dan Crowley (617-646-7594 or [dcrowley@wcribma.org](mailto:dcrowley@wcribma.org)) if you have any questions.

DANIEL M. CROWLEY, CPCU  
Vice President – Customer Services

Attachment

**MASSACHUSETTS 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 an "employee leasing company." The entity receiving the services shall be referred to as a "client company."

This endorsement applies only with respect to those of your employees provided to the client company shown below under an employee leasing arrangement. 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 company 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 company with any government agency.

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

The policy may be canceled pursuant to applicable law without need for us to send notice to the client company. It shall be your responsibility to notify the client company under the to-be-canceled policy in accordance with Massachusetts regulations. The cancelation of this policy shall not affect your rights and obligations as an employee leasing company with respect to any other workers compensation and employers liability policy issued to you.

In addition, certain violations of the Massachusetts regulations applicable to employee leasing arrangements shall be considered fraud or material misrepresentation pursuant to Massachusetts law and grounds for cancelation or nonrenewal provided you are given thirty days to cure the violation.

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.

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

Schedule

<b>Name of Client</b>	<b>Address</b>	<b>FEIN</b>
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Note:

Use this endorsement with a policy showing Massachusetts in Item 3A of the Information Page when the insured (employee leasing company) 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 (client) named in the endorsement Schedule, under a contractual agreement.