

WC 00 03 01 B – PEO/EMPLOYEE LEASING CO-EMPLOYMENT ENDORSEMENT

FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

ENDORSEMENTS

WC 00 03 01 B – PEO/EMPLOYEE LEASING CO-EMPLOYMENT ENDORSEMENT

Effective Date: _____

Termination Date: _____

PEO/EMPLOYEE LEASING CO-EMPLOYMENT ENDORSEMENT

Co-employment *- A relationship between an Employee Leasing company or a Professional Employer Organization (PEO) (“PEO Co-Employer”) and its client which is intended to be ongoing rather than temporary, whereby employer rights, functions, and obligations with respect to employees specifically identified as covered by the relationship (co-employees) are allocated by written agreement between the parties and exercised (not merely delegated) between the PEO Co-employer and its client by contract and in accordance with applicable state and Federal law.

*Co-employment has also been referred to as professional employer services, employee leasing, professional employer organization, leased employee, assigned employee, long term employee staffing, service supplier, lessor employing unit, lessor, leasing, employee, staff leasing, or labor contractor.

This endorsement applies only with respect to bodily injury or disease to your co-employees while in the course of a co-employment relationship with a PEO Co-Employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will extend to each co-employee under this policy.

Under Part One (Workers’ Compensation Insurance) we will reimburse the Named Insured for the benefits required by the workers compensation law for co-employed workers if we are not permitted to pay benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the PEO client co-employers’ duty to secure its obligations under the workers compensation law for any other exposure the PEO client co-employer may have. We may not file evidence of this insurance for covered co-employees on behalf of the PEO client co-employer with any governmental agency, except where required by law.

Premium will be charged for any co-employees while in the course of co-employment with the PEO and PEO client co-employers.

This policy may be canceled according to its terms and applicable state statutes without sending notice to the PEO client co-employer, except where required by law.

Part Four (Your Duties If Injury Occurs) applies to both the PEO and the PEO client co-employer. Both co-employers will recognize our right to defend or settle under Part One and Two and our right to inspect under Part Six.

Schedule

1) ___ Listed Individually:

- A. PEO Client Co-Employer _____
- B. Address _____
- C. City, State and Zip Code _____
- D. Additional Locations _____
- E. Federal Identification Number _____
- F. Risk I.D. _____
- G. Home State Unemployment No. _____

OR:

2) ___ Carrier Maintained Schedule

Endorsement Notes:

- 1) This endorsement may be used when the insured PEO Co-employer named in Item 1 of the Information Page has agreed to provide insurance against workers compensation and employers' liability claims made by co-employees against a PEO Co-employer and PEO client co-employer named in the endorsement schedule.
- 2) This endorsement may be used only if the state of PEO co-employment is a state shown in Item 3.A of the Information Page.
- 3) This endorsement is ONLY applicable in situations of co-employment of mutual employees where either employer is an employer for the procurement of workers compensation coverage. This endorsement is not applicable to temporary employment on either a short or long-term basis where the temporary employer is solely responsible for procuring workers compensation coverage.
- 4) Show an appropriate entry in Item 1 of the above Schedule to identify all scheduled locations of PEO client co-employers.
- 5) If a Carrier Maintained Schedule is selected in the Schedule above, and this endorsement is included at policy issuance, enter the policy effective date as the endorsement Effective Date and the policy expiration date as the endorsement Termination Date.
- 6) A Carrier Maintained Schedule is intended to be an internal data source that contains all the information noted in Item 1 of the above Schedule for each client company.
- 7) This endorsement may be used for a PEO Master Policy.