

Original Printing

Effective May 1, 2020

NEW YORK OPTIONAL PROFESSIONAL EMPLOYER ORGANIZATION (PEO) ENDORSEMENT

As used in this endorsement, "professional employer agreement" means an agreement whereby an entity contracts with another entity to lease some or all of its workers. The entity providing the workers shall be referred to as the "professional employer organization (PEO)." The entity utilizing the workers shall be referred to as the "client."

This endorsement applies only with respect to bodily injury to the workers provided to the client identified in Item 1.A. of the Information Page and named in the Schedule below by the Professional Employer Organization identified in 1.A. of the Information Page under a professional employer agreement. This agreement is for long-term leasing services, rather than for temporary help services to meet seasonal or short-term conditions.

This policy provides coverage for the workers leased to the client. Coverage for these leased employees may be provided by either the PEO or the client which are both considered to be named insureds under this policy. This policy does not satisfy the client's duty for the complete payment of any obligations it may have under the Workers' Compensation Law for non-leased employees or that the PEO may have for direct employees engaged by it.

Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the PEO is an insured.

Under Part One, we will reimburse the PEO organization named in Item 1.A. of the Information Page for the benefits required by the Workers' Compensation Law if we are not permitted to pay the benefits directly to the persons entitled to them.

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

We will not ask any other insurer of the client to share losses with us covered by this policy.

We will charge premium for the workers leased to the client company by the PEO.

If we cancel this policy, we will send notice to the PEO and to the client at the address shown in the Schedule below.

The PEO will separately maintain payroll records needed to compute the premium for the workers leased to the client, to satisfy the obligations under Part Five (Premium). We will charge the PEO premium for workers leased to the client.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium

Insurance Company

Countersigned by

Note	
1.	This endorsement is to be attached to each policy issued to a client as specified under Rule II, Section H, of the Manual.