## Washington USL&H Assigned Risk Plan

Insurance for United States Longshore & Harbor Workers' Act

## 3. Alternate Employer

- A. Insureds may add an "Alternate Employer Endorsement" to their policy when it is specifically required by written contract and the contract is signed and dated prior to the date of any loss covered by this endorsement.
- B. This endorsement requires the alternate employer (Alternate Employer) to be specifically named in the endorsement along with a description of the contract and subject work; the endorsement may not be issued on a "blanket" basis.
- C. This endorsement may only be issued in conjunction with a Waiver of Subrogation Endorsement issued in favor of the same person or organization that is named as the Alternate Employer and covering the same work.
- D. The Alternate Employer named on this endorsement must be a Washington employer as evidenced by a Uniform Business Identification (UBI) number assigned by the state of Washington to the Alternate Employer.

## ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer 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.

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

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

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

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

Schedule

- 1. Alternate Employer
- 2. State of Special or Temporary Employment
- 3. Contract or Project

Address

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 Insured	Policy No.	Endorsement No. Premium

**Insurance Company** 

Countersigned by \_\_\_\_

WC 00 03 01 A (Ed. 2-89)