WRB Driver Criteria (amended 3year minimum)

All Drivers must meet the following criteria in order to be accepted onto this insurance without the written agreement of Underwriters prior to operating a scheduled power unit. This Policy will not indemnify the Insured for Loss or Damage otherwise recoverable to an automobile otherwise recoverable under this policy unless the Insured is able to demonstrate to Underwriters from Driver Records (as defined below) that the driver who was in charge of the automobile at the time of the loss:

1. was aged between twenty one (21) and seventy (70) years inclusive at the inception date of the policy or date of hire of the driver, **whichever is the later**; and
2. at the time of the loss holds a valid and inforce driving licence for the automobile involved; and in the twenty four (24) months preceding the inception date of this policy or thirty six (36) months preceding the date of hire of the driver, **whichever is the later**;

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1. has continuously held a driver license issued in the United States, Canada or Mexico which is valid for the automobile involved for the whole thirty six (36) month period; suspended license for up to a maximum period of 3 months within 24 months is allowable;
2. has, in connection with the use of any type of motor vehicle during the twenty four (24) month period
   1. no ***critical violations***; and
   2. no more than two (2) ***major violations***; and
   3. no more than three (3) ***minor violations***; and

Unless such driver has been accepted by the Underwriters and is specifically endorsed onto this policy and subject to any amended terms and conditions and/or additional premium paid as required by the Underwriters.

It is a condition of cover under this policy that copies of Driver Records are provided to Underwriters on request.

For the purposes of this endorsement the following definitions are applied;

The words ***critical violation(s)*** shall mean:

1. Driving while intoxicated (DWI), implied consent, failure to submit to alcohol testing;
2. Driving under the influence (DUI), implied consent, any drug related violation, failure to submit to drug testing;
3. Manslaughter or negligent homicide;
4. Hit and Run;
5. Fleeing/eluding arrest; and/or
6. Driving in excess of 100 miles per hour / 160 kilometers per hour
7. that has/have occurred within the twenty four (24) months prior to the inception date of this policy or to the date of hire of the driver, **whichever is the later** and in connection with the use of any type of motor vehicle.

The words ***major violation(s)*** shall mean:

1. Felony (other than described in Critical violations above) involving a motor vehicle;
2. Use of handheld electronic device;
3. Racing;
4. Reckless driving;
5. Multiple driver licenses not reported to the Underwriters; and/or
6. Chargeable Accident
7. that has/have occurred within the twenty four (24) months prior to the inception date of this policy or to the date of hire of the driver, **whichever is the later** and in connection with the use of any type of motor vehicle.

The words ***minor violation(s)*** shall mean:

Any moving violation(s) other than the critical violations and major violations listed above and the following non-moving violations:

i) Defective brakes;

ii) Defective or deficient equipment; and/or

iii) Oversize or overweight

that has/have occurred within the twenty-four (24) months prior to the inception date of this policy or to the date of hire of the driver, **whichever is the later** and in connection with the use of any type of motor vehicle.

The words ***Driver Records*** means Motor Vehicle Records (MVRs) & other official Federal &/or state issued documentation.

It is a condition of this policy that Driver Records must be obtained from all drivers as a reference at the time of hire and not less than annually thereafter and safely stored by the insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED