

**GEICO INDEMNITY COMPANY
MOTORCYCLE
MASSACHUSETTS**

RULE 13. RISK TIER

A risk will be assigned to a Risk Tier. The Company uses the following list of characteristics for Risk Tier placement:

- Number of active operators: Number of active operators on a policy.
- Minimum Years of OOR of active operators: Among the active operators what is the minimum number of years a street legal motorcycle has been Owned, Operated and Registered.
- Total number of convictions.
- Total number of Negligent Accidents: An accident is considered to be negligent if it is indicated as negligent by the applicant or the information reported by the third-party reporting agency indicates that it is negligent. Accidents discovered on the motor vehicle report that occur on the same day as a moving violation also discovered on the report are classified as negligent. Types of negligent accidents include, but are not limited to, accidents which are a result of loss of control, a moving violation, failure to pay attention, and recklessness or improper parking of a vehicle.
- Total number of Non-negligent Accidents: Accidents not classified as negligent are classified as non-negligent.
- Current motorcycle insurance status: An applicant is considered currently insured if their current policy does not expire prior to the desired effective date of the GEICO policy. An applicant with a status of deployed will be given the same consideration as an applicant who is currently insured.
- GEICO Auto insurance status: An applicant is considered currently insured with GEICO Auto insurance if their GEICO automobile policy does not expire prior to the desired effective date of their GEICO Motorcycle policy. An applicant with a status of deployed will be given the same consideration as an applicant who is currently insured.
- The number and type of motorcycles and/or ATV's.
- Named Insured Years Licensed: The number of years the applicant has held an automobile license in the US or Canada. Other foreign experience will be accepted if the company is provided with a certified English language translation of the vehicle operator report from the applicable country. Internet origination: Any GEICO Motorcycle policy where the initial quote originated via the internet.

***RULE 14. ACCIDENT AND CONVICTION RATING PLAN**

The Rating Plan applies to Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.

A. EXPERIENCE PERIOD

The experience period shall begin either sixty (60) or seventy-two (72) months prior to the effective date of the policy in order to determine eligibility for the Excellent Driver and Excellent Driver Plus Discounts. The experience period shall begin thirty-six (36) months prior to the effective date of the policy to be considered a surchargeable incident.

**GEICO INDEMNITY COMPANY
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RULE 14. ACCIDENT AND CONVICTION RATING PLAN (Cont'd)

B. DRIVING RECORD POINTS

1. Motor Vehicle Convictions

Points shall be assigned in accordance with the following for motor vehicle convictions for which the applicant or any operator of the vehicle has been convicted, paid a fine or forfeited bail bond during the experience period.

a. Four points shall be assigned for each occurrence of:

- (1) Eluding Police
- (2) Felony Involving Auto
- (3) Highway Racing
- (4) Hit And Run
- (5) Homicide or Manslaughter
- (6) Leaving The Scene Of An Accident
- (7) Disobey A/D
- (8) Restricted License
- (9) Road Rage
- (10) Turn Off Lights To Avoid ID
- (11) DUI/DWI and/or Drugs
- (12) Alcohol or Drug Related
- (13) Reduced DWI/DUI
- (14) Refuse Sobriety Test
- (15) Reckless, Aggressive, Negligent, Careless, or Inattentive Driving
- (16) Maintain Proper Control
- (17) Multiple Convictions
- (18) Physical Control

***b. Zero points** shall be assigned for the first occurrence and two points for all subsequent occurrences of:

- (1) Speeding 1- 20 MPH over the limit
- (2) Eye Protection Viol.
- (3) Fail To Dim Lights
- (4) Fail To Signal
- (5) Helmet Violation
- (6) HOV/Parkway/Expressway Restrictions
- (7) Not Licensed For Vehicle Class
- (8) Operate Car Without Valid License
- (9) Operate Vehicle Within Fire Area
- (10) Permitting Person to Ride Where Unlawful
- (11) Speed Below Minimum

c. Two points shall be assigned for each occurrence of all other convictions legally chargeable.

***Note:** The first occurrence shall be considered for the purpose of determining eligibility of the Excellent Driver and the Excellent Driver Plus Discounts.

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***RULE 14. ACCIDENT AND CONVICTION RATING PLAN (Cont'd)**

NOTES:

- a. Under Section **b** above:
 - (1) To impose a charge, the accumulation of two violations must be by the same individual operator.
- b. Under Section **b & c** above:
 - (1) Any conviction as a result of an accident is not chargeable under both the accident and conviction portions of this rule. The charge shall be made only in the category resulting in the higher penalty point assignment.

EXCEPTIONS: No points will be assigned for a conviction of driving without a seatbelt.

2. Accidents

- a. **Four points** shall be assigned for each at fault accident involving the applicant, or any operator of the insured motor vehicle, while operating any private passenger type motor vehicle resulting in damage to person(s) or property (including his own) for which any company has made payment(s) under any one of the following coverages: Bodily Injury, Property Damage, Collision or Limited Collision in excess of \$1,000.
- b. **No points** shall be assigned under the applicant's policy for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an automobile insured under a separate policy in the companies, unless the accident is a motorcycle accident. However, for the purposes of determining eligibility of the Excellent Driver and Excellent Driver Plus Discounts both automobile and motorcycle accidents shall be considered.

NOTE: Except as provided above, points will be assigned for both automobile and motorcycle accidents.

EXCEPTIONS: No points shall be assigned for a substantially at-fault accident if the insured demonstrates that the accident occurred under the following circumstances:

- i. Motor vehicle lawfully parked; or
- ii. Applicant, other operator or owner is reimbursed by, or on behalf of, a person responsible for the accident or has judgment against such person; or
- iii. Motor vehicle of an applicant or other operator struck in rear by another vehicle and the applicant or other operator was not convicted of a traffic violation in connection with the accident; or
- iv. Operator of the other motor vehicle involved in such accident was convicted of a traffic violation and the applicant or other operator was not convicted of a traffic violation in connection therewith; or
- v. Motor vehicle operated by applicant or other operator was struck by a hit-and-run driver, if the applicant or other operator reports the accident to proper authority within 24 hours; or
- vi. Accident involving damage by contact with animals or fowl; or
- vii. Applicant or other operator residing in the same household, or owner, who receives payment under Personal Injury Protection Insurance where such individual is not at fault; or
- viii. Physical damage losses other than from collision (i.e. flying gravel, missiles or falling objects); or

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RULE 26. PAID IN FULL DISCOUNT

A 10% discount factor will be applied to the policy when all of the following conditions are met:

- A. Policy balance is paid in full on or prior to the effective date of the policy.
- B. Payment is not returned or cancelled.

At each renewal, discount eligibility will be re-evaluated using the above conditions. The discount factor will remain for the duration of the policy term regardless of any endorsements processed after initial eligibility was met. If a policy meets the eligibility requirements above, no installment charges will be assessed on the policy.

***RULE 27. EXCELLENT DRIVER DISCOUNT**

A. Principal Operators can qualify for a 2% discount two ways:

- 1. Must not be currently eligible for the Excellent Driver Discount Plus; and
 - a. Has held an automobile license for at least 5 years; and
 - b. Has been free of incidents (as identified under rule 14.B) within the previous 5 years.
- 2. Has held an automobile license for at least 5 years; and
 - a. Has been free of incidents (as identified under rule 14.B.1.a, 14.B.1.c or 14.B.2) within the previous 6 years; and
 - b. Has no more than one incident (as identified under rule 14.B.1.b) within the previous 6 years.

This discount is applicable to the following coverage: Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.

***RULE 28. EXCELLENT DRIVER PLUS DISCOUNT**

A. Principal Operators can qualify for 4% discount if all of the following are true:

- 1. Held an automobile license for at least 6 years; and
- 2. Has been free of incidents (as identified under rule 14.B) within the previous 6 years.

This discount is applicable to the following coverage: Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.

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- Minimum Years of OOR of active operators: Among the active operators what is the minimum number of years a street legal motorcycle has been Owned, Operated and Registered.
- Total number of convictions.
- Total number of Negligent Accidents: An accident is considered to be negligent if it is indicated as negligent by the applicant or the information reported by the third-party reporting agency indicates that it is negligent. Accidents discovered on the motor vehicle report that occur on the same day as a moving violation also discovered on the report are classified as negligent. Types of negligent accidents include, but are not limited to, accidents which are a result of loss of control, a moving violation, failure to pay attention, and recklessness or improper parking of a vehicle.
- Total number of Non-negligent Accidents: Accidents not classified as negligent are classified as non-negligent.
- Current motorcycle insurance status: An applicant is considered currently insured if their current policy does not expire prior to the desired effective date of the GEICO policy. An applicant with a status of deployed will be given the same consideration as an applicant who is currently insured.
- GEICO Auto insurance status: An applicant is considered currently insured with GEICO Auto insurance if their GEICO automobile policy does not expire prior to the desired effective date of their GEICO Motorcycle policy. An applicant with a status of deployed will be given the same consideration as an applicant who is currently insured.
- The number and type of motorcycles and/or ATV's.
- Named Insured Years Licensed: The number of years the applicant has held an automobile license in the US or Canada. Other foreign experience will be accepted if the company is provided with a certified English language translation of the vehicle operator report from the applicable country. Internet origination: Any GEICO Motorcycle policy where the initial quote originated via the internet.

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A. EXPERIENCE PERIOD

The experience period shall begin either sixty (60) or seventy-two (72) months prior to the effective date of the policy in order to identify_determine eligibility for the Excellent Driver and Excellent Driver Plus Discounts. The experience period for charging for a violation or accident shall begin thirty-six (36) months prior to the effective date of the policy to be considered a surchargeable incident.

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RULE 14. ACCIDENT AND CONVICTION RATING PLAN (Cont'd)

B. DRIVING RECORD POINTS

1. Motor Vehicle Convictions

Points shall be assigned in accordance with the following for motor vehicle convictions for which the applicant or any operator of the vehicle has been convicted, paid a fine or forfeited bail bond during the experience period.

a. Four points shall be assigned for each occurrence of:

- (1) Eluding Police
- (2) Felony Involving Auto
- (3) Highway Racing
- (4) Hit And Run
- (5) Homicide or Manslaughter
- (6) Leaving The Scene Of An Accident
- (7) Disobey A/D
- (8) Restricted License
- (9) Road Rage
- (10) Turn Off Lights To Avoid ID
- (11) DUI/DWI and/or Drugs
- (12) Alcohol or Drug Related
- (13) Reduced DWI/DUI
- (14) Refuse Sobriety Test
- (15) Reckless, Aggressive, Negligent, Careless, or Inattentive Driving
- (16) Maintain Proper Control
- (17) Multiple Convictions
- (18) Physical Control

***b. Zero points** shall be assigned for the first occurrence and two points for all subsequent occurrences of:

- (1) Speeding 1- 20 MPH over the limit
- (2) Eye Protection Viol.
- (3) Fail To Dim Lights
- (4) Fail To Signal
- (5) Helmet Violation
- (6) HOV/Parkway/Expressway Restrictions
- (7) Not Licensed For Vehicle Class
- (8) Operate Car Without Valid License
- (9) Operate Vehicle Within Fire Area
- (10) Permitting Person to Ride Where Unlawful
- (11) Speed Below Minimum

c. Two points shall be assigned for each occurrence of all other convictions legally chargeable.

***Note: The first occurrence shall be considered for the purpose of determining eligibility of the Excellent Driver and the Excellent Driver Plus Discounts.**

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***RULE 14. ACCIDENT AND CONVICTION RATING PLAN** (Cont'd)

NOTES:

- a. Under Section **b** above:
 - (1) To impose a charge, the accumulation of two violations must be by the same individual operator.
- b. Under Section **b & c** above:
 - (1) Any conviction as a result of an accident is not chargeable under both the accident and conviction portions of this rule. The charge shall be made only in the category resulting in the higher penalty point assignment.

EXCEPTIONS: No points will be assigned for a conviction of driving without a seatbelt.

2. Accidents

- a. **Four points** shall be assigned for each at fault accident involving the applicant, or any operator of the insured motor vehicle, while operating any private passenger type motor vehicle resulting in damage to person(s) or bodily injury or death, or damage to property (including his own) for which any company has made payment(s) under any one of the following coverages: Bodily Injury, Property Damage, Collision or Limited Collision -in excess of \$5001,000.
- b. ~~Except that n~~**No points** shall be assigned under the applicant's policy for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an automobile insured under a separate policy in the companies, unless the accident is a motorcycle accident. ~~—However, for the purposes of determining eligibility of the Excellent Driver and Excellent Driver Plus Discounts both automobile and motorcycle accidents shall be considered.~~

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NOTE: Except as provided above, points will be assigned for both automobile and motorcycle accidents.

EXCEPTIONS: No points shall be assigned for a substantially at-fault accident if the insured demonstrates that the accident occurred under the following circumstances:

- i. Motor vehicle lawfully parked; or
- ii. Applicant, other operator or owner is reimbursed by, or on behalf of, a person responsible for the accident or has judgment against such person; or
- iii. Motor vehicle of an applicant or other operator struck in rear by another vehicle and the applicant or other operator was not convicted of a traffic violation in connection with the accident; or
- iv. Operator of the other motor vehicle involved in such accident was convicted of a traffic violation and the applicant or other operator was not convicted of a traffic violation in connection therewith; or
- v. Motor vehicle operated by applicant or other operator was struck by a hit-and-run driver, if the applicant or other operator reports the accident to proper authority within 24 hours; or
- vi. Accident involving damage by contact with animals or fowl; or
- vii. Applicant or other operator residing in the same household, or owner, who receives payment under Personal Injury Protection Insurance where such individual is not at fault; or
- viii. Physical damage losses other than from collision (i.e. flying gravel, missiles or falling objects); or

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At each renewal, discount eligibility will be re-evaluated using the above conditions. The discount factor will remain for the duration of the policy term regardless of any endorsements processed after initial eligibility was met. If a policy meets the eligibility requirements above, no installment charges will be assessed on the policy.

***RULE 27. EXCELLENT DRIVER DISCOUNT**

A. Principal Operators can qualify for a 2% discount two ways:

- 1. Must not be currently eligible for the Excellent Driver Discount Plus; and
 - a. Has held an automobile license for at least 5 years; and
 - b. Has been free of incidents (as identified under rule 14.B) within the previous 5 years.
- 2. Has held an automobile license for at least 5 years; and
 - a. Has been free of incidents (as identified under rule 14.B.1.a, 14.B.1.c or 14.B.2) within the previous 6 years; and
 - b. Has no more than one incident (as identified under rule 14.B.1.b) within the previous 6 years.

~~A 2% discount will be applied if the principal operator of the vehicle has at least 5 years auto driving experience and no chargeable incidents within the 5-year experience period OR the principal operator of the vehicle has one chargeable incident within the 6-year experience period and a chargeable incident which is considered a "minor violation". Chargeable incidents are outlined in Rule 14.~~

This discount is applicable to the following coverage: Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.

***RULE 28. EXCELLENT DRIVER PLUS DISCOUNT**

A. Principal Operators can qualify for 4% discount if all of the following are true:

- 1. Held an automobile license for at least 6 years; and
- 2. Has been free of incidents (as identified under rule 14.B) within the previous 6 years.

~~A 4% discount will be applied if the principal operator of the vehicle has at least 6 years auto driving experience and no chargeable incident within the 6-year experience period. Chargeable incidents are outlined in Rule 14.~~

This discount is applicable to the following coverage: Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.

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RULE 14. ACCIDENT AND CONVICTION RATING PLAN (Cont'd)

B. DRIVING RECORD POINTS

1. Motor Vehicle Convictions

Points shall be assigned in accordance with the following for motor vehicle convictions for which the applicant or any operator of the vehicle has been convicted, paid a fine or forfeited bail bond during the experience period.

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- (1) Eluding Police
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***b. Zero points** shall be assigned for the first occurrence and two points for all subsequent occurrences of:

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- 2. Has held an automobile license for at least 5 years; and
 - a. Has been free of incidents (as identified under rule 14.B.1.a, 14.B.1.c or 14.B.2) within the previous 6 years; and
 - b. Has no more than one incident (as identified under rule 14.B.1.b) within the previous 6 years.

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***RULE 28. EXCELLENT DRIVER PLUS DISCOUNT**

A. Principal Operators can qualify for 4% discount if all of the following are true:

- 1. Held an automobile license for at least 6 years; and
- 2. Has been free of incidents (as identified under rule 14.B) within the previous 6 years.

This discount is applicable to the following coverage: Bodily Injury To Others, Optional Bodily Injury To Others, Damage To Someone Else's Property, Medical Payments, Personal Injury Protection, Bodily Injury Caused By An Uninsured Auto, Bodily Injury Caused By An Underinsured Auto, Comprehensive, Collision, and Limited Collision coverage.