

GEICO CORP

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10-K

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SEC# 1-8012

FOR 12/31/92

CARD0001 REC 03/31/93 @ DISCLOSURE INFO. SERVICES. INC

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FILER NAME: GEICO CORP  
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SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

Form 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Fiscal Year Ended December 31, 1992

Commission File No. 1-8012

GEICO CORPORATION

Delaware  
(Jurisdiction of Incorporation)

52-1135801  
(IRS Employer Identification No.)

One GEICO Plaza, Washington, D. C. 20076-0001

Registrant's telephone number:

(301) 986-3000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Name of each exchange  
on which registered

Common Stock

New York Stock Exchange  
Pacific Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES  NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.  X !

Aggregate market value of the voting stock held by non-affiliates of the registrant as of March 22, 1993..... \$4,276,457,115(1)

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

As of March 22, 1993

Common Stock, \$1.00 par value

71,093,889 Shares

**DOCUMENTS INCORPORATED BY REFERENCE**

1. Portions of the GEICO Corporation Annual Report to Shareholders for the fiscal year ended December 31, 1992 are incorporated by reference into Parts I and II of this Form 10-K Report.
2. Portions of the GEICO Corporation Proxy Statement for the Annual Meeting of Shareholders to be held on May 19, 1993 are incorporated by reference into Part III of this Form 10-K Report.

(1) Except as stated herein, the amount set forth as the aggregate market value of GEICO Corporation's voting stock held by non-affiliates is based upon the closing price of \$61.375 per share of Common Stock on the Composite Tape for New York Stock Exchange listed stocks for March 22, 1993. The amount excludes the market value of 1,416,380 shares of Common Stock beneficially owned by the Registrant's directors and executive officers (including 52,855 shares of Common Stock as to which said directors and/or executive officers disclaim beneficial ownership) and includes the market value of 34,250,000 shares of Common Stock beneficially owned by Berkshire Hathaway Inc.

GEICO Corporation  
Form 10-K Annual Report

PART I

Item 1. Business (GEICO Corporation and Subsidiaries).

GEICO Corporation (the "Corporation") was organized as a Delaware corporation in 1978. In 1979 it became the parent of Government Employees Insurance Company ("GEICO" or the "Company"), its principal subsidiary. Various subsidiaries of the Corporation are in the business of providing insurance and financial services.

GEICO has been engaged in the insurance business since 1936. It is a multiple line property and casualty insurer currently engaged in writing private passenger automobile insurance primarily for preferred-risk civilian government employees and military personnel. To a lesser extent, it also writes homeowners insurance, personal umbrella liability, and boat owners and fire insurance for all qualified applicants. Other active insurance company subsidiaries include GEICO General Insurance Company ("GEICO General"), a subsidiary of GEICO, which in 1987 began writing private passenger automobile insurance for new preferred-risk applicants not associated with the government or the military. Both GEICO and GEICO General offer protection against major expenses associated with the mechanical breakdown of privately owned vehicles. GEICO Indemnity Company ("GI"), a subsidiary of the Corporation, writes standard-risk private passenger automobile and motorcycle insurance with emphasis on marketing to military personnel. Criterion Casualty Company, a subsidiary of GI, writes nonstandard-risk private passenger automobile insurance. Southern Heritage Insurance Company ("SHIC"), acquired by the Corporation in 1991, writes preferred-risk auto and other personal lines insurance through independent agents. It is the only property/casualty company in the GEICO Group to market its products in this manner. Merastar Insurance Company ("MIC"), also acquired by the Corporation in 1991, writes primarily preferred-risk auto insurance and other personal lines for individuals who are primarily employees of a common employer.

Criterion Life Insurance Company was formed by GEICO in 1991 to offer structured settlement single premium annuities to its property/casualty company affiliates. On December 31, 1991 it assumed all the structured settlement annuity business in force from Garden State Life Insurance Company which, until it was sold in June 1992, was also wholly-owned by GEICO.

Other active subsidiaries of the Corporation and the Company involved in the sale of insurance and insurance related products include: International Insurance Underwriters, Inc., which provides various insurance services to military personnel as they are transferred overseas or back to the United States; GEICO Financial Services, GmbH, which sells automobile policies to American military personnel through offices in Germany and through agents in England, Germany, Italy and Turkey; Insurance Counselors, Inc., formed primarily to facilitate the marketing of insurance products; and Safe Driver Motor Club, Inc., which offers motor club services to customers of subsidiaries of the Corporation and for sponsors of motor clubs.

Resolute Reinsurance Company, a subsidiary of Resolute Group, Inc., in turn a subsidiary of the Corporation, wrote property and casualty reinsurance in the domestic and international markets until late 1987 when it suspended writing new and renewal reinsurance.

The Corporation offers additional financial services through its subsidiary, Government Employees Financial Corporation ("GEFCO") which, directly or through one or more of its own subsidiaries, is in the business of consumer and business lending, loan servicing and, to a lesser extent, the development of timeshare resort projects. In 1992 GEIBank, formerly an industrial bank subsidiary of GEFCO, was liquidated and its charter was sold. The operations of GEFCO are being reduced.

Other subsidiaries of the Corporation include Plaza Resources Company, which is engaged in various investment ventures; and several real estate/property companies, including Maryland Ventures, Inc., GEICO Facilities Corporation, GEICO Properties, Inc. and GEICO Washington Properties, Inc. which serve various corporate purposes.

Seasonal variations in the business of the Corporation historically are not material. Extraordinary weather conditions or other factors may from time to time have a noticeable impact on the frequency or severity of automobile or homeowners claims. Weather related catastrophes which severely affected the Corporation's fiscal 1992 results are discussed further in "Management's Discussion and Analysis of Financial Condition and Results of Operations" at Item 7.

Each of the Corporation's insurance company subsidiaries is subject to regulation and supervision of its insurance business in each of the jurisdictions in which it does business. In general, the various state laws establish supervisory agencies with broad administrative powers. Those powers relate to the issuance and revocation of licenses, standards of solvency, regulation of premium rates and investments, form and content of financial statements, methods of accounting, policy forms, and reserves. In general, such regulation is for the protection of policyholders rather than shareholders. Such regulation and the requirements for prior approval in certain states of new or revised forms and rate schedules may impair the ability of the insurance company subsidiaries to take timely action to respond to newly perceived trends or claim experience.

Legislation has been introduced in recent sessions of Congress, including the current session, proposing modification or repeal of the McCarran-Ferguson Act which affirms that it is the responsibility of state governments to regulate the insurance industry and provides a limited exemption to the "business of insurance" from federal anti-trust laws. Whether any changes to the current statute will be made, or the effect of such changes, if any, cannot be determined. Certain regulators are also considering the effects of the use of sex, age, marital status, rating territories or other traditional rating criteria as a basis for rating classification; certain of such criteria no longer can be used in some states and have been and are being challenged in the courts of other states. Information concerning the insurance rate rollback initiative in California (Proposition 103), and similar initiatives elsewhere intended to affect insurance premium rates generally without addressing the underlying factors upon which those rates are based, is presented in "Management's Discussion and Analysis of Financial Condition and Results of Operations" at Item 7 and such information is incorporated herein by reference.

The insurance industry is highly competitive. GEICO currently competes most directly with other companies, including mutual companies, that concentrate on preferred risk private passenger automobile insurance. Because personal lines property and casualty insurance is so stringently regulated, it is difficult to differentiate products from company to company. Additionally, because of the long delays in learning of and settling certain claims, some companies may sell their products at inadequate rates for a period of time, exacerbating that price competitiveness. Consequently, GEICO's business is very sensitive both to

the price of the product and the perceived level of quality or customer satisfaction it provides, and competition for preferred risks, which is substantial, tends to focus on issues of price and service. GEICO writes its auto business predominantly with six-month policies, allowing it to manage rate changes more effectively.

Although most insurance companies are stock companies like GEICO, in 1991 mutual companies wrote approximately one-third of all property and liability insurance in the United States. Mutual companies may have a competitive advantage in that certain earnings inure to the benefit of policyholders rather than to shareholders; in certain circumstances, however, stock companies do pay dividends to their policyholders. In 1991 and 1990 GEICO and its subsidiaries declared dividends totalling \$27.4 million and \$6.3 million, respectively, primarily to policyholders in states where voluntary auto underwriting experience was more favorable than anticipated. Policyholder dividends in 1990 also reflected the reduced loss exposure of policyholders who participated in Operations Desert Shield and Desert Storm.

As of December 31, 1992 the Corporation and its subsidiaries had 7,011 full-time employees and 794 part-time employees. A number of benefits are provided or made available for most full-time employees including profit sharing, pension and employee stock ownership plans and various insurance programs.

#### PRINCIPAL BUSINESS SEGMENTS

Property and casualty insurance is the Corporation's principal business segment, although other insurance and financial service products are offered.

The information concerning the Corporation's personal lines property and casualty insurance business and its other business segments required by the remainder of this Item 1, which is contained in its 1992 Annual Report to Shareholders under the caption "Business Segments" on pages 12 through 16 and Note N of the "Notes to Consolidated Financial Statements" contained on Page 43, is incorporated herein by reference.

#### Item 2. Properties.

Through its subsidiaries, the Corporation owns its 508,000 square foot GEICO Plaza headquarters building in Chevy Chase, Maryland, its 250,000 square foot Regional Office buildings in Woodbury, New York and Macon, Georgia, its 258,000 square foot Regional Office building in Dallas, Texas, certain of its claims drive-in facilities and certain additional properties. GEICO also leases its Regional Offices in San Diego, California and Fredericksburg, Virginia and office space and drive-in claims facilities in various cities in the United States.

The Corporation has commenced construction of approximately 350,000 square feet of additional office space in Stafford County near Fredericksburg, Virginia, to which certain Regional Office operations will be consolidated. This facility will accommodate foreseeable requirements; expansion and construction plans at GEICO Plaza have been deferred.

GEICO also maintains and continually upgrades sophisticated electronic data processing equipment and telecommunications facilities to enable it to process applications and claims efficiently.

**Item 3. Legal Proceedings.**

There are no material legal proceedings to which the Corporation is a party or of which the property of the Corporation is the subject.

**Item 4. Submission of Matters to a Vote of Security Holders.**

Not Applicable.

**Executive Officers of the Registrant.**

Information regarding executive officers of the Corporation is set forth below. Each officer holds such office until the next annual election of officers, which is held at the first meeting of the Board of Directors after the annual meeting of shareholders, which is scheduled to be held on May 19, 1993, and until his/her successor is elected or appointed. To the best knowledge of the Corporation, there are no family relationships among any of such officers or among any of such officers and any directors nor is there any arrangement or understanding between any such officer and any other person pursuant to which any such officer was elected.

August P. Alegi, 49, was elected Group Vice President of GEICO Corporation and GEICO in May 1989 and a director of GEICO in August 1989, having also served as Legislative Counsel of GEICO Corporation and GEICO from May 1989 to November 1990. He had served as Vice President and Deputy General Counsel of both the Corporation and GEICO from March 1982 to May 1989. Mr. Alegi is also a director and/or an officer of several subsidiaries of the Corporation and GEICO.

Marion E. Byrd, 56, has been a director and Senior Vice President of GEICO since May 1989. He was a Vice President of GEICO from January 1980 to May 1989. He also is, or has served as, a director and/or an officer of several subsidiaries of the Corporation and GEICO.

Noel A. Chandonnet, 59, was elected a director of GEICO in May 1992 and has been a Senior Vice President since January 1992. He was a Vice President from July 1984 to January 1992. He also is, or has served as, a director and/or an officer of several subsidiaries of the Corporation and GEICO.

Charles R. Davies, 52, was elected Vice President and General Counsel of the Corporation and GEICO and a director of GEICO in November 1992. He served as Vice President and Deputy General Counsel from March 1987 to November 1992 and Assistant Vice President and Deputy General Counsel from March 1982 to March 1987. Mr. Davies also is, or has served as, a director and/or an officer of several subsidiaries of the Corporation and GEICO.

William G. Griswold, 43, has been a Vice President of GEICO since February 1989 and was an Assistant Vice President from October 1987 to February 1989. He also is, or has served as, a director and/or an officer of several subsidiaries of GEICO.

Donald R. Lyons, 46, was elected a Vice President of GEICO in May 1992 and has been an officer since September 1985. He is also an officer of certain subsidiaries of GEICO.

Robert M. Miller, 50, was elected a Vice President of GEICO in September 1987 and has been an officer since May 1980. He is also an officer of certain subsidiaries of GEICO.

Olza M. Nicely, 49, was elected a director of the Corporation in May 1990. He was also elected President and Chief Executive Officer of GEICO in January 1992, having served as President of GEICO since August 1989, and as a director since September 1985. He had served as Executive Vice President from June 1987 to August 1989, and a Senior Vice President from September 1985 to June 1987. He has been an officer of GEICO since March 1973. Mr. Nicely also is, or has served as, a director and/or an officer of several subsidiaries of the Corporation and GEICO.

David H. Pushman, 44, was elected a Vice President of GEICO in May 1989. He has been an officer of GEICO since June 1986.

David Schindler, 47, was elected a Vice President of GEICO in May 1988 and has been an officer of GEICO since August 1983. He is also, or has served as, an officer of several subsidiaries of GEICO.

Louis A. Simpson, 56, was elected Vice Chairman of the Board of Directors of the Corporation in July 1985, a director of the Corporation in May 1983, and served as a Senior Vice President of the Corporation from August 1979 to July 1985. Mr. Simpson is, or has served as, Chairman of the Board, a director and/or an officer of several subsidiaries of the Corporation and GEICO. He has been a director of Potomac Electric Power Company since December 1990.

William B. Snyder, 63, was elected Chairman of the Board and Chief Executive Officer of the Corporation in May 1989, having served as Chairman of the Board, President and Chief Executive Officer from July 1985 to May 1989 and as President from September 1981 to July 1985. He has been a director of the Corporation since 1980. He has been Chairman of the Board of GEICO since September 1985, a director of GEICO since May 1979, and was Chief Executive Officer from August 1983 to January 1992, having served GEICO as President and Chief Executive Officer from August 1983 to February 1986 and as President from February 1980 to February 1986. Mr. Snyder has been an officer of GEICO since March 1977 and he also is, or has served as, Chairman of the Board, a director and/or an officer of various subsidiaries of the Corporation and GEICO. He has been a director of AVEMCO Corporation since April 1988 and of Washington Mutual Investors Fund Service since July 1992.

W. Alvon Sparks, Jr., 57, was elected an Executive Vice President and Chief Financial Officer of the Corporation in August 1992. He was a Senior Vice President of the Corporation from September 1982 to August 1992 and has been a Senior Vice President of GEICO since September 1982 and a director of GEICO since May 1982. Mr. Sparks also is, or has served as, Chairman of the Board, a director and/or an officer of several subsidiaries of the Corporation and GEICO.

Edward H. Utley, 63, was elected a director of the Corporation in May 1990 and President of the Corporation in May 1989, having previously been Senior Vice President since August 1987. He has been a Senior Vice President of GEICO since February 1988, and has been an officer since July 1973 and a director since May 1984. Mr. Utley is, or has served as, Chairman of the Board, a director and/or an officer of various subsidiaries of the Corporation and GEICO. He has been a director of AVEMCO Corporation since May 1989.

Richard C. VanEssendelft, 52, was elected a Vice President of GEICO in January 1992, having served as an Assistant Vice President from August 1979 to January 1992. He also is, or has served as, a director and/or an officer of various subsidiaries of the Corporation.

Thomas M. Wells, 42, was elected a Group Vice President and Controller of the Corporation in August 1992 and a director of GEICO in November 1992. He served as Vice President and Controller from July 1985 to August 1992. Mr. Wells also serves as a director and/or an officer of several subsidiaries of the Corporation and GEICO.

## PART II

### Item 5. Market for the Registrant's Common Equity and Related Stockholder Matters.

In response to this Item the material under the caption "Common Stock" (page 11) and the final paragraph of Note C (page 36) of the "Notes to Consolidated Financial Statements" in the Corporation's 1992 Annual Report to Shareholders are incorporated herein by reference.

### Item 6. Selected Financial Data.

In response to this Item the material under the caption "Selected Financial Data" (pages 10 and 11) in the Corporation's 1992 Annual Report to Shareholders is incorporated herein by reference.

### Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

In response to this Item the material under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" (pages 17 through 26 and page 45) in the Corporation's 1992 Annual Report to Shareholders is incorporated herein by reference.

### Item 8. Financial Statements and Supplementary Data.

In response to this Item the consolidated financial statements and the notes thereto contained in the Corporation's 1992 Annual Report to Shareholders (pages 27 through 43) and the Quarterly Highlights of Operating Results (page 44) are incorporated herein by reference.

### Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

## PART III

### Item 10. Directors and Executive Officers of the Registrant.

The information required by this Item pursuant to Item 401 of Regulation S-K with respect to directors of the Corporation is incorporated herein by reference from the Corporation's definitive proxy statement filed or to be filed with the Commission pursuant to Regulation 14A under the Securities Exchange Act of 1934 (the "Act"). The information required by this Item pursuant to Item 401 of Regulation S-K with respect to executive officers of the Corporation is included in Part I hereof. The information, if any, required by this Item pursuant to Item 405 of Regulation S-K is incorporated herein by reference from the Corporation's definitive proxy statement filed or to be filed with the Commission pursuant to the Act.

**Item 11. Executive Compensation.**

The information required by this Item is incorporated herein by reference from the Corporation's definitive proxy statement filed or to be filed with the Commission pursuant to Regulation 14A under the Act.

**Item 12. Security Ownership of Certain Beneficial Owners and Management.**

The information required by this Item is incorporated herein by reference from the Corporation's definitive proxy statement filed or to be filed with the Commission pursuant to Regulation 14A under the Act.

**Item 13. Certain Relationships and Related Transactions.**

The information required by this Item is incorporated herein by reference from the Corporation's definitive proxy statement filed or to be filed with the Commission pursuant to Regulation 14A under the Act.

**PART IV**

**Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K**

**(a)(1) and (2) List of Financial Statements and Financial Statement Schedules**

The following consolidated financial statements of the Corporation and subsidiaries, included in the Corporation's Annual Report to Shareholders for the year ended December 31, 1992, are incorporated by reference in Item 8:

Consolidated Balance Sheets - December 31, 1992 and 1991

Consolidated Statements of Income - Years Ended December 31, 1992, 1991 and 1990

Consolidated Statements of Shareholders' Equity - Years Ended December 31, 1992, 1991 and 1990

Consolidated Statements of Cash Flows - Years Ended December 31, 1992, 1991 and 1990

Notes to Consolidated Financial Statements.

**(a)(3) and (c) Exhibits**

The following exhibits are included in response to Item 14(c). Management contracts and compensatory plans are indicated by an asterisk (\*).

Exhibit No.	Description	Reference
3-a	Certificate of Incorporation, as amended.	Page No. 30.
3-b	Bylaws of GEICO Corporation, as amended.	Exhibit 3-c to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1988.

4-a Specimen certificate representing the common stock, \$1.00 par value. Exhibit 6(c) to File No. 2-63138 on Form S-14.

(Copies of certain indentures, which in the aggregate do not represent securities worth as much as ten percent of the total consolidated assets of GEICO Corporation, will be furnished upon request.)

9 Proxy Agreement between Berkshire Hathaway Inc. and Sovran Bank/Maryland or its successors and assigns. Exhibit 9 to Form SE filed in connection with GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1986.

10-a\* Form of Pension Plan for Non-Employee Directors, as amended. Exhibit 10-a to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1988.

10-b\* Revised Stock Option Plan for Key Employees of GEICO Corporation and Its Subsidiaries ("1992 Plan"). Page No. 39.

10-c\* Form of Non-Qualified Stock Option Agreement under the 1992 Plan. Page No. 45.

10-d\* Form of Incentive Stock Option Agreement under the 1992 Plan. Page No. 50.

10-e\* Notice of Election to Exercise Stock Options under the 1992 Plan. Page No. 55.

10-f\* Revised Stock Option Plan for Key Employees of GEICO Corporation and Its Subsidiaries ("1985 Plan"). Exhibit 10-1 to Form SE filed in connection with GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1986.

10-g\* Form of Non-Qualified Stock Option Agreement under the 1985 Plan, as amended. Exhibit 10-e to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1989.

10-h*	Form of Incentive Stock Option Agreement under the 1985 Plan.	Exhibit 10-g to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1989.
10-i*	Form of Incentive Stock Option Agreement with Stock Appreciation Rights under the 1985 Plan.	Exhibit 10-h to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1989.
10-j*	Notice of Election to Exercise Stock Options and/or Stock Appreciation Rights under the 1985 Plan.	Exhibit 10-o to Form SE filed in connection with GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1985.
10-k*	Statement of 1992 Incentive Bonus Program.	Exhibit 10-h to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1991.
10-l*	Statement of 1993 Incentive Bonus Program.	Page No. 58.
10-m*	Deferred Compensation Plan, as amended.	Page No. 59.
10-n*	Performance Share Plan, as amended.	Exhibit 10-k to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1983.
10-o*	Equity Cash Bonus Plan.	Exhibit 10-n to GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1989.
13	Annual Report to Shareholders for the year ended December 31, 1992 (only as to material specifically incorporated herein by reference).	Exhibit 13 to Form SE filed in connection with GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1992.
22	Subsidiaries of GEICO Corporation.	Page No. 64.
24	Consent of Accountants.	Page No. 65.
28	Annual Report on Form 11-K for the Revised Profit Sharing Plan for the Employees of the Government Employees Companies for the fiscal year ended December 31, 1992.	To be filed by amendment.

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Information from reports furnished to state insurance regulatory authorities.

Exhibit 29 to Form SE filed in connection with GEICO Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1992.

(b) Reports on Form 8-K

GEICO Corporation did not file a report on Form 8-K during the three months ended December 31, 1992.

The following financial information is included in response to Item 14(d):

	Reference
Report of Independent Accountants	Page No. 17.
Schedule I - Summary of Investments - Other Than Investments in Related Parties	Page No. 18.
Schedule III - Condensed Financial Information of Registrant	Page Nos. 19 - 22.
Schedule V - Supplementary Insurance Information	Page Nos. 23 - 24.
Schedule VI - Reinsurance	Page No. 25.
Schedule VIII - Valuation and Qualifying Accounts	Page No. 26.
Schedule IX - Short-Term Borrowings	Page No. 27.
Schedule X - Supplemental Information Concerning Property/Casualty Insurance Operations	Page Nos. 28 - 29.

All other schedules to the consolidated financial statements required by Article 7 of Regulation S-X are not required under the related instructions or are inapplicable and therefore have been omitted. Financial statements of unconsolidated affiliates and 50% or less owned persons accounted for by the equity method have been omitted because they do not, considered individually or in the aggregate, constitute a significant subsidiary.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GEICO CORPORATION

March 31, 1993

By: /s/ W. Alvon Sparks, Jr.  
W. Alvon Sparks, Jr.  
Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)

March 31, 1993

By: /s/ Thomas M. Wells  
Thomas M. Wells  
Group Vice President and Controller  
(Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ William B. Snyder  
William B. Snyder  
Chairman of the Board, Principal Executive  
Officer and Director

March 31, 1993  
Date

/s/ Louis A. Simpson  
Louis A. Simpson  
Vice Chairman of the Board and Director

March 31, 1993  
Date

/s/ John H. Bretherick, Jr.  
John H. Bretherick, Jr.  
Director

March 31, 1993  
Date

/s/ Norma E. Brown  
Norma E. Brown  
Director

March 31, 1993  
Date

/s/ Samuel C. Butler  
Samuel C. Butler  
Director

March 31, 1993  
Date

/s/ James E. Cheek  
James E. Cheek  
Director

March 31, 1993  
Date

/s/ A. James Clark  
A. James Clark  
Director

March 31, 1993  
Date

/s/ Delano E. Lewis  
Delano E. Lewis  
Director

March 31, 1993  
Date

/s/ Olza M. Nicely  
Olza M. Nicely  
Director

March 31, 1993  
Date

/s/ Coleman Raphael  
Coleman Raphael  
Director

March 31, 1993  
Date

/s/ William J. Ruane  
William J. Ruane  
Director

March 31, 1993  
Date

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**SIGNATURES**

/s/ W. Reid Thompson  
W. Reid Thompson  
Director

March 31, 1993  
Date

/s/ Edward H. Utley  
Edward H. Utley  
Director

March 31, 1993  
Date

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ANNUAL REPORT ON FORM 10-K  
ITEM 14(d)  
FINANCIAL STATEMENT SCHEDULES  
YEAR ENDED DECEMBER 31, 1992

GEICO CORPORATION  
WASHINGTON, D. C.

REPORT OF INDEPENDENT ACCOUNTANTS

To The Shareholders  
GEICO Corporation

Our report on the consolidated financial statements of GEICO Corporation and subsidiaries has been incorporated by reference in this Form 10-K from page twenty-seven of the 1992 Annual Report to Shareholders of GEICO Corporation. In connection with our audits of such financial statements, we have also audited the related financial statement schedules listed in the index on page twelve of this Form 10-K.

In our opinion, the financial statement schedules referred to above, when considered in relation to the basic financial statements taken as a whole, present fairly, in all material respects, the information required to be included therein.

By: /s/COOPERS & LYBRAND  
COOPERS & LYBRAND

Washington, D.C.  
February 18, 1993

**SCHEDULE I - SUMMARY OF INVESTMENTS - OTHER THAN INVESTMENTS IN RELATED PARTIES**

**GEICO CORPORATION AND SUBSIDIARIES  
DECEMBER 31, 1992  
In Thousands**

Type of Investment	Cost(1)	Market value	Amount at which shown in the Balance Sheet
<b>Fixed maturities:</b>			
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$1,080,695	\$1,103,602	\$1,080,695
Obligations of states and political subdivisions	1,167,205	1,250,526	1,167,205
Public utility bonds	60,925	64,301	60,925
All other corporate bonds and notes	111,788	114,034	111,788
Redeemable preferred stocks	56,097	56,097	56,097
<b>Total fixed maturities</b>	<b>2,476,710</b>	<b>\$2,588,560</b>	<b>2,476,710</b>
<b>Equity securities:</b>			
<b>Common stocks:</b>			
Banks, trusts and insurance companies	75,124	\$ 205,666	205,666
Industrial, miscellaneous and all other	424,265	518,441	518,441
Nonredeemable preferred stocks	16,095	16,164	16,164
<b>Total equity securities</b>	<b>515,484</b>	<b>\$ 740,271</b>	<b>740,271</b>
Short-term investments	223,025		223,025
<b>Total investments</b>	<b>\$3,215,219</b>		<b>\$3,440,006</b>

(1) Fixed maturities at amortized cost and equity securities at original cost.

<CAPTION

SCHEDULE III - CONDENSED FINANCIAL INFORMATION OF REGISTRANT  
 GEICO CORPORATION  
 (PARENT COMPANY)  
 BALANCE SHEETS  
 In Thousands

	December 31, 1992	1991
<b>ASSETS</b>		
Fixed maturities, at amortized cost		
Redeemable preferred stocks (market \$186 in 1991)	\$ -	\$ 180
Equity securities, at market		
Common stocks (cost \$196,869 and \$2,073)	222,715	2,126
Short-term investments	1,651	14,769
<b>Total Investments</b>	<b>224,366</b>	<b>17,075</b>
Cash	842	915
Bonds and notes receivable from subsidiaries (1)	1,925	2,075
Investment in consolidated subsidiaries (1)	1,201,965	1,319,110
Investment in unconsolidated affiliates (2)	58,876	57,731
Federal income taxes	24,220	14,970
Accrued investment income	926	398
Amounts receivable from sale of securities	38	-
Amounts due from subsidiaries (1)	-	668
Property and equipment, at cost less accumulated depreciation of \$2,997 and \$2,921	1,440	1,936
Other assets	1,272	1,903
<b>Total Assets</b>	<b>\$1,515,870</b>	<b>\$1,416,781</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Liabilities:</b>		
Accrued expenses and other liabilities	\$ 72,771	\$ 82,897
Amounts due to subsidiaries (1)	971	-
Amounts payable on purchase of Common Stock (Treasury)	-	20
Debt	149,617	149,603
<b>Total Liabilities</b>	<b>223,359</b>	<b>232,520</b>
<b>Shareholders' Equity:</b>		
Common Stock	71,454	32,178
Paid-in surplus	163,251	192,780
Unrealized appreciation of equity securities	156,440	183,137
Retained earnings	965,739	1,657,668
Treasury Stock, at cost	(14,897)	(831,814)
Guaranteed bank loans of Employee Stock Ownership Trust	(49,476)	(49,688)
<b>Total Shareholders' Equity</b>	<b>1,292,511</b>	<b>1,184,261</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$1,515,870</b>	<b>\$1,416,781</b>

(1) Eliminated in consolidation.

(2) Includes \$19,383 of intercompany gain eliminated in consolidation.

See accompanying note to condensed financial statements.

SCHEDULE III - CONDENSED FINANCIAL INFORMATION OF REGISTRANT  
 GEICO CORPORATION  
 (PARENT COMPANY)  
 STATEMENTS OF INCOME  
 In Thousands

	For The Year Ended December 31,		
	1992	1991	1990
<b>Revenue:</b>			
Dividends from consolidated subsidiaries (1)	\$389,930	\$149,150	\$ 73,000
Dividends from unconsolidated affiliates	1,556	1,453	1,089
Interest from subsidiaries (1)	53	182	196
Management fees from subsidiaries (1)	16,325	13,906	12,749
Other investment income	3,644	2,489	4,828
Realized gains (losses) on investments	1,050	(2,367)	1,076
Other revenue	74	80	2,485
<b>Total Revenue</b>	<b>412,632</b>	<b>164,893</b>	<b>95,423</b>
<b>Expenses:</b>			
Management fees to subsidiaries (1)	1,950	2,150	2,100
General and administrative	68,421	36,460	14,778
Interest	16,125	13,304	9,920
<b>Total Expenses</b>	<b>86,496</b>	<b>51,914</b>	<b>26,798</b>
<b>Income before income tax benefit and equity in undistributed income</b>	<b>326,136</b>	<b>112,979</b>	<b>68,625</b>
<b>Income tax benefit</b>	<b>21,528</b>	<b>11,529</b>	<b>1,055</b>
<b>Income before equity in undistributed income</b>	<b>347,664</b>	<b>124,508</b>	<b>69,680</b>
<b>Equity in undistributed income of consolidated subsidiaries (1)</b>	<b>(176,273)</b>	<b>68,333</b>	<b>135,902</b>
<b>Equity in undistributed income of unconsolidated affiliates</b>	<b>1,382</b>	<b>3,539</b>	<b>2,859</b>
<b>Net Income</b>	<b>\$172,773</b>	<b>\$196,380</b>	<b>\$208,441</b>

(1) Eliminated in consolidation.  
 See accompanying note to condensed financial statements.

SCHEDULE III - CONDENSED FINANCIAL INFORMATION OF REGISTRANT  
 GEICO CORPORATION  
 (PARENT COMPANY)  
 STATEMENTS OF CASH FLOWS  
 In Thousands

	For The Year Ended December 31,		
	1992	1991	1990
<b>OPERATING ACTIVITIES</b>			
Net income	\$172,773	\$196,380	\$208,441
Adjustments to reconcile net income to net cash provided by operating activities:			
Equity in undistributed income of consolidated subsidiaries (1)	19,227	(68,333)	(135,902)
Equity in undistributed income of unconsolidated affiliates	(1,382)	(3,539)	(2,859)
Federal income taxes	(11,034)	(8,568)	(792)
Realized (gains) losses	(1,050)	2,367	(1,076)
Change in amounts due from subsidiaries (1)	1,639	(149)	247
Other	4,809	27,304	3,970
Net cash provided by operating activities	184,982	145,462	72,029
<b>INVESTING ACTIVITIES</b>			
Purchases of equity securities and fixed maturities	(201,228)	-	(34,546)
Change in payable on security purchases	-	(25)	-
Sales of fixed maturities	19,956	18,130	-
Maturities of fixed maturities	48,625	1,401	2,119
Sales of equity securities	7,616	2,480	35,298
Net change in short-term investments	13,118	(9,325)	30,477
Change in receivable from security sales	(38)	-	25
Net investment in subsidiaries (1)	(14,500)	(700)	(7,640)
Purchase of subsidiaries	-	(45,364)	-
Decrease (increase) in notes receivable from subsidiaries (1)	150	(250)	(100)
Purchase of property and equipment, net	34	(93)	(71)
Net cash provided (used) by investing activities	(126,267)	(33,746)	25,562
<b>FINANCING ACTIVITIES</b>			
Issuance of debt	-	141,600	-
Repayment of debt	-	(112,180)	(10,108)
Exercise of stock options	10,400	137	129
Purchase of Common Stock (Treasury)	(26,724)	(108,609)	(58,077)
Dividends paid to shareholders	(42,464)	(32,582)	(30,114)
Other	-	638	613
Net cash used by financing activities	(58,788)	(110,996)	(97,557)
Change in cash	(73)	720	34
Cash at beginning of year	915	195	161
Cash at end of year	\$ 842	\$ 915	\$ 195

(1) Eliminated in consolidation.

See accompanying note to condensed financial statements.

SCHEDULE III - CONDENSED FINANCIAL INFORMATION OF REGISTRANT

GEICO CORPORATION  
(PARENT COMPANY)

NOTE TO CONDENSED FINANCIAL STATEMENTS

December 31, 1992

The condensed financial statements of GEICO Corporation (parent company) should be read in conjunction with the consolidated financial statements and notes thereto of GEICO Corporation and subsidiaries incorporated by reference in this Form 10-K Annual Report.

In 1992 the parent company received \$389.9 million of dividends from its consolidated subsidiaries, consisting of \$232.9 million of cash, \$68.8 million of equity securities and \$88.2 million of the common stock of GEICO Indemnity Company, a consolidated subsidiary. The noncash portion of the dividend related to the acquisition of the \$68.8 million of equity securities and \$88.2 million of the consolidated subsidiary are excluded from the parent company's statement of cash flow.

SCHEDULE V - SUPPLEMENTARY INSURANCE INFORMATION

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column A	Column B	Column C	Column D	Column E	Column F
Segment	Deferred Policy Acquisition Costs	Future Policy Benefits, Losses, Claims and Loss Expenses	Unearned Premiums	Other Policy Claims and Benefits Payable	Earned Premiums
Year Ended December 31, 1992					
Property and casualty insurance	\$ 78,008	\$1,582,043	\$839,444	\$31,602	\$2,071,132
Reinsurance	-	44,687	259	-	125
Life and health insurance	-	26,423	-	42,503	13,245
Total insurance segment	\$ 78,008	\$1,653,153	\$839,703	\$74,105	\$2,084,502
Year Ended December 31, 1991					
Property and casualty insurance	\$ 71,320	\$1,405,274	\$747,157	\$55,429	\$1,864,709
Reinsurance	-	45,083	290	-	650
Life and health insurance	35,252	45,213	-	40,081	23,009
Total insurance segment	\$106,572	\$1,495,570	\$747,447	\$95,510	\$1,888,368
Year Ended December 31, 1990					
Property and casualty insurance					\$1,676,328
Reinsurance					821
Life and health insurance					15,369
Total insurance segment					\$1,692,518

SCHEDULE V - SUPPLEMENTARY INSURANCE INFORMATION

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column G	Column H	Column I	Column J	Column K
Net Investment Income	Benefits, Claims, Losses and Settlement Expense	Amortization of Deferred Policy Acquisition Costs	Other Operating Expenses	Premiums Written
\$177,363 3,639	\$1,720,953 4,005	\$182,260 15	\$162,895 1,797	\$2,163,418 94
8,614	14,664(1)	1,380	2,912	N/A
\$189,616	\$1,739,622	\$183,655	\$167,604	\$2,163,512
\$167,347 3,730	\$1,440,400 9,745	\$158,778 6	\$183,735 1,597	\$1,947,744 (256)
9,975	19,689(1)	3,331	4,348	N/A
\$181,052	\$1,469,834	\$162,115	\$189,680	\$1,947,488
150,596 3,944	\$1,322,050 6,443	\$136,700 (39)	\$155,969 2,234	\$1,723,105 (88)
9,900	13,085(1)	2,741	4,451	N/A
\$164,440	\$1,341,578	\$139,402	\$162,654	\$1,723,017

(1) Includes interest on policyholders' funds of \$3,239, \$3,102 and \$2,778 for the years ended December 31, 1992, 1991 and 1990, respectively.

SCHEDULE VI - REINSURANCE

GEICO CORPORATION AND SUBSIDIARIES  
THREE YEARS ENDED DECEMBER 31, 1992  
In Thousands

	Gross amount	Ceded to other companies	Assumed from other companies	Net amount	Percentage of amount assumed to net
Year ended December 31, 1992:					
Life insurance in force	\$ -	\$ -	\$ -	\$ -	-
Premiums earned:					
*Accident and health insurance	\$ 1,052	\$ 630	\$ (4)	\$ 418	-
Property and liability insurance	2,062,741	32,074	40,589	2,071,256	2%
Life insurance	14,427	1,599	-	12,828	-
Total premiums earned	\$2,078,220	\$ 34,303	\$ 40,585	\$2,084,502	
Year ended December 31, 1991:					
Life insurance in force	\$6,633,914	\$1,077,443	\$ -	\$5,556,471	-
Premiums earned:					
*Accident and health insurance	\$ 1,253	\$ 305	\$ (20)	\$ 928	-
Property and liability insurance	1,865,106	27,887	28,140	1,865,359	2%
Life insurance	25,078	2,997	-	22,081	-
Total premiums earned	\$1,891,437	\$ 31,189	\$ 28,120	\$1,888,368	
Year ended December 31, 1990:					
Life insurance in force	\$5,987,328	\$ 979,738	\$ -	\$5,007,590	-
Premiums earned:					
*Accident and health insurance	\$ 32,332	\$ 37,286	\$ (42)	\$ (4,996)	1%
Property and liability insurance	1,679,947	25,996	23,198	1,677,149	1%
Life insurance	24,195	3,830	-	20,365	-
Total premiums earned	\$1,736,474	\$ 67,112	\$ 23,156	\$1,692,518	

\* Includes premiums earned by life insurance and property/casualty insurance subsidiaries.

SCHEDULE VIII - VALUATION AND QUALIFYING ACCOUNTS

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column A Description	Column B Balance at Beginning of Year	Column C Additions		Column D Deductions	Column E Balance at End of Year
		(1) Charged to Costs and Expenses	(2) Charged to Other Accounts		
Year ended December 31, 1992:					
Allowance for loan losses	\$2,993	\$ 418	\$ -	\$ 750(1)	\$2,661
Allowance for uncollectable premiums	1,970	4,646	-	4,766(1)	1,850
Year ended December 31, 1991:					
Allowance for loan losses	\$3,794	\$ 495	\$396(2)	\$1,692(1)	\$2,993
Allowance for uncollectable premiums	1,870	4,012	-	3,912(1)	1,970
Year ended December 31, 1990:					
Allowance for loan losses	\$7,865	\$3,271	\$ -	\$7,342(1)	\$3,794
Allowance for uncollectable premiums	1,870	3,213	-	3,213(1)	1,870

(1) Uncollectible Accounts Written Off, Net of Recoveries

(2) Applicable to installment notes purchased

SCHEDULE IX - SHORT-TERM BORROWINGS

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column A	Column B	Column C	Column D	Column E (4)	Column F (5)
Category of Aggregate Short-Term Borrowings	Balance at End of Year	Weighted Average Interest Rate	Maximum Amount Outstanding During the Year	Average Amount Outstanding During the Year	Weighted Average Interest Rate During the Year
Year Ended December 31, 1992:					
Notes payable to banks:					
Finance company(1)	\$88,000	3.8%	\$89,000	\$60,050	4.0%
Year Ended December 31, 1991:					
Notes payable to banks:					
Finance company(1)	\$48,000	5.5%	\$48,000	\$ 9,636	6.0%
Corporate and other(2)	-	-	13,000	6,500	7.2
Commercial paper(3)	-	-	41,675	31,588	6.4
Year Ended December 31, 1990:					
Notes payable to banks:					
Finance company(1)	\$ -	- %	\$ 675	\$ 203	10.1%
Commercial paper(3)	40,600	7.9	40,600	29,090	8.3

(1) Notes payable to banks includes short-term borrowings from a revolving credit facility and bank lines of credit which are subject to periodic review and adjustment, including discontinuance by the lending institutions or the Corporation. Most banks require that lines of credit borrowings be fully liquidated for at least one month during any twelve month borrowing cycle. See Note H to consolidated financial statements.

(2) Promissory note matures 183 days from the date of issue with no provision for the extension of its maturity.

(3) Commercial paper matures within 270 days from date of issue with no provision for the extension of its maturity.

(4) The average amount outstanding during the year was computed by dividing the total of average monthly outstanding principal balances by 12.

(5) The weighted average interest rate during the year was computed by dividing the actual interest expense by average short-term debt outstanding.

SCHEDULE X--SUPPLEMENTAL INFORMATION CONCERNING PROPERTY/CASUALTY INSURANCE OPERATIONS

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column A	Column B	Column C	Column D	Column E	Column F
Affiliation with Registrant	Deferred Policy Acquisition Costs	Reserves for Unpaid Losses and Loss Adjustment Expense	Discount, if any, Deducted in Column C	Unearned Premiums	Earned Premiums
Consolidated property and casualty subsidiaries					
Year ended December 31, 1992	\$78,008	\$1,626,730	\$ -	\$839,703	\$2,071,257
Year ended December 31, 1991	\$71,320	\$1,450,357	\$ -	\$747,447	\$1,865,359
Year ended December 31, 1990					\$1,677,149

SCHEDULE X--SUPPLEMENTAL INFORMATION CONCERNING PROPERTY/CASUALTY INSURANCE OPERATIONS

GEICO CORPORATION AND SUBSIDIARIES  
In Thousands

Column G	Column H		Column I	Column J	Column K
Net Investment Income	Loss and Loss Adjustment Expenses Incurred Related to (1) Current Year	Loss Expenses Related to (2) Prior Years	Amortization of Deferred Policy Acquisition Costs	Paid Losses and Loss Adjustment Expenses	Premiums Written
\$181,002	\$1,795,772	\$(70,814)	\$182,275	\$1,548,585	\$2,163,512
\$171,077	\$1,490,730	\$(40,585)	\$158,784	\$1,333,934	\$1,947,488
\$154,540	\$1,361,727	\$(33,234)	\$136,661	\$1,236,914	\$1,723,017

Exhibit 3-a

CERTIFICATE OF INCORPORATION

of

GEICO CORPORATION

ARTICLE I

The name of this Corporation is

GEICO Corporation

ARTICLE II

The address of this Corporation's registered office in the State of Delaware is 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of this Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of all classes of stock which this Corporation shall have authority to issue 85,000,000, consisting of (1) 10,000,000 shares of Cumulative Senior Preferred Stock, par value \$1 per share ("Senior Preferred Stock"), (2) 15,000,000 shares of Cumulative Junior Preferred Stock, par value \$1 per share ("Junior Preferred Stock") and (3) 60,000,000 shares of Common Stock, par value \$1 per share ("Common Stock").

The following is a statement of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of the Senior Preferred Stock and the Junior Preferred Stock which the Board of Directors is herein authorized to fix and the designation and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of the Common Stock.

SECTION 1. Senior Preferred Stock. The Board of Directors is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Senior Preferred Stock, for series of the Senior Preferred Stock. Before any shares of any such series are issued, the Board of Directors shall fix, and is hereby expressly empowered to fix, by resolution or resolutions, the following provisions of the shares thereof:

(1) the designation of such series, the number of shares to constitute such series and the stated value thereof if different from the par value thereof;

(2) whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights;

(3) the annual dividend rate, if any, payable on such series expressed in a dollar amount per share, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or any other series of this class;

(4) whether the shares of such series shall be subject to redemption by this Corporation and, if so, the times, prices and other conditions of such redemption;

(5) the amount or amounts payable upon shares of such series upon, and the rights of the holders of such series in, the voluntary or involuntary liquidation, dissolution or winding up of this Corporation;

(6) whether the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(7) whether the shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or of any other series of this class and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same;

(8) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by this Corporation of, the Common Stock or any other class or any other series of this class;

(9) the conditions or restrictions, if any, upon the creation of indebtedness of this Corporation or upon the issue of any additional stock, including additional shares of such series or of any other series of this class or of any other class; and

(10) any other powers, preferences or rights, or any qualifications, limitations or restrictions thereof.

Except as otherwise provided by such resolution or resolutions, all shares of Senior Preferred Stock shall be of equal rank. All shares of any one series of Senior Preferred Stock shall be identical in all respects with all other shares of such series, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

**SECTION 2. Junior Preferred Stock.** All series of the Senior Preferred Stock shall be preferred over all series of the Junior Preferred Stock as to the payment of dividends and upon liquidation, and the Junior Preferred Stock shall be subject to all the powers, preferences and rights of the Senior Preferred Stock as shall be set forth in the resolution or resolutions fixing the terms of each series of the Senior Preferred Stock adopted by the Board of Directors of this Corporation pursuant to Section 1 of this Article IV. Subject to the foregoing, the Board of Directors is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Junior Preferred Stock, for series of the Junior Preferred Stock. Before any shares of any such series are issued, the Board of Directors shall fix, and is hereby expressly empowered to fix, by resolution or resolutions, the following provisions of the shares thereof:

(1) the designation of such series, the number of shares to constitute such series and the stated value thereof if different from the par value thereof;

(2) whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights;

(3) the annual dividend rate, if any, payable on such series expressed in a dollar amount per share, the conditions and dates upon which such dividends shall be payable, the preference or relations which such dividends shall bear to the dividends payable on any other class or any other series of this class;

(4) whether the shares of such series shall be subject to redemption by this Corporation and, if so, the times, prices and other conditions of such redemption;

(5) the amount or amounts payable upon shares of such series upon, and the rights of the holders of such series in, the voluntary or involuntary liquidation, dissolution or winding up of this Corporation;

(6) whether the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(7) whether the shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or of any other series of this class and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same;

(8) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by this Corporation of, the Common Stock or any other class or any other series of this class;

(9) the conditions or restrictions, if any, upon the creation of indebtedness of this Corporation or upon the issue of any additional stock, including additional shares of such series or of any other series of this class or of any other class; and

(10) any other powers, preferences or rights, or any qualifications, limitations or restrictions thereof.

Except as otherwise provided by such resolution or resolutions, all shares of Junior Preferred Stock shall be of equal rank. All shares of any one series of Junior Preferred Stock shall be identical in all respects with all other shares of such series, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

SECTION 3. Common Stock. (1) Rank. All shares of Common Stock shall be of equal rank and shall be identical. All series of the Senior Preferred Stock and the Junior Preferred Stock shall be preferred over

the Common Stock as to the payment of dividends and upon liquidation, and the Common Stock shall be subject to all the powers, preferences and rights of the Senior Preferred Stock and the Junior Preferred Stock as shall be set forth in the resolution or resolutions fixing the terms of each series of the Senior Preferred Stock and the Junior Preferred Stock adopted by the Board of Directors of this Corporation pursuant to Section 1 or 2 of this Article IV.

(2) Dividends. Subject to the foregoing provisions of this Article IV, such dividends (either in cash, stock or otherwise) as may be determined by the Board of Directors of this Corporation may be declared and paid on the Common Stock from time to time in accordance with the laws of the State of Delaware; and the Senior Preferred Stock and the Junior Preferred Stock shall not be entitled to participate in any such dividends.

(3) Voting Rights. Except when otherwise specifically provided by statute or by resolutions fixing the terms of any series of the Senior Preferred Stock or the Junior Preferred Stock adopted by the Board of Directors of this Corporation pursuant to Section 1 or 2 of this Article IV, the holders of Common Stock shall be entitled to one vote for each share of Common Stock standing in their names on the books of this Corporation in the election of directors and on any question arising at any meeting of the stockholders of this Corporation, the holders of Common Stock voting at all times together as one class, together with any other class or series of stock of this Corporation accorded such general voting rights.

#### ARTICLE V

SECTION 1. Except as set forth in Section 4 of this Article V, the affirmative vote or consent of the holders of at least 80% of all outstanding shares of all classes of stock of this Corporation entitled to vote in the election of directors, considered for the purposes of this Article as one class (referred to in this Article V as "Voting Stock"), shall be required (i) for the adoption of any agreement for the merger or consolidation of this Corporation with or into any other corporation, person or other entity or (ii) to authorize any sale, lease or exchange of all or substantially all the assets of this Corporation to, or any sale, lease or exchange to this Corporation or any subsidiary thereof in exchange for securities of this Corporation or any assets of, any other corporation, person or other entity, if, in either case, as of the record date for the determination of the holders of Voting Stock entitled to notice thereof and to vote thereon or consent thereto such other corporation, person or other entity is the beneficial owner, directly or indirectly, of at least 10% of the then outstanding Voting Stock. Such affirmative vote or consent shall be in lieu of any lesser vote or consent of the holders of capital stock of this Corporation otherwise required by law or any agreement or contract to which this Corporation is a party.

Section 2. For purposes of this Article V, any corporation, person or other entity shall be deemed to be beneficial owner of Voting Stock (i) which it has the right to acquire pursuant to any agreement, upon exercise of conversion rights, warrants or options or otherwise, or (ii) which are beneficially owned, directly or indirectly (including shares deemed owned through application of the foregoing clause (i) of this Section 2 of this Article V), by any other corporation, person or entity which is its "affiliate" or "associate" as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on November 20, 1978, or with which it or its "affiliate" or "associate" has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of Voting Stock. Also for purposes of this Article V, the outstanding shares of any class of stock of this Corporation shall include shares deemed owned through application of the foregoing clauses (i) and (ii) of this Section 2 of this Article V but

shall not include any other shares which may be issuable pursuant to any agreement upon exercise of conversion rights, warrants or options or otherwise.

Section 3. The Board of Directors of this Corporation shall have the power and duty to determine for the purposes of this Article V, on the basis of information known to this Corporation, whether (i) such other corporation, person or other entity beneficially owns at least 10% of the then outstanding Voting Stock, (ii) a corporation, person or entity is an "affiliate" or "associate" (as defined above) of another and (iii) the memorandum of understanding referred to in Section 4 of this Article V is substantially consistent with the transaction covered thereby. Any such determination shall be conclusive and binding for all purposes of this Article V.

Section 4. The provisions of this Article V shall not be applicable to (i) any merger or consolidation of this Corporation with or into any other corporation, person or other entity or any sale, lease or exchange of all or substantially all the assets of this Corporation to, or any sale, lease or exchange to this Corporation or any subsidiary thereof in exchange for securities of this Corporation of any assets of, any other corporation, person or other entity, if the Board of Directors of this Corporation shall have approved a memorandum of understanding with such other corporation, person or other entity with respect to and substantially consistent with such transaction prior to the time that such other corporation shall have become a holder of at least 10% of the then outstanding Voting Stock or (ii) any merger or consolidation of this Corporation with, or any sale, lease or exchange to this Corporation or any subsidiary thereof of any of the assets of, any other corporation, person or other entity of which a majority of the outstanding shares of all classes of stock entitled to vote in the election of directors is owned of record or beneficially by this Corporation and its subsidiaries.

Section 5. No amendment to this Certificate of Incorporation shall alter, amend or repeal any provisions of this Article V unless the amendment effecting such alteration, amendment or repeal shall receive the affirmative vote or consent of the holders of at least 80% of the then outstanding Voting Stock.

ARTICLE VI

The name and mailing address of the incorporator are as follows:

Name	Address
Donald K. Smith.....	GEICO Plaza Washington, D. C. 20076

ARTICLE VII

The Board of Directors shall have the power to amend, alter or repeal the By-laws of this Corporation.

ARTICLE VIII

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the

Delaware Code or on the application of trustees in dissolution or of any receiver or receiver appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, I, Donald K. Smith, the sole incorporator of GEICO Corporation, have executed this Certificate of Incorporation this 28th day of November 1978, and DO HEREBY CERTIFY under the penalties of perjury that the facts stated in this Certificate of Incorporation are true.

---

Donald K. Smith

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
GEICO CORPORATION

GEICO Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY THAT:

1. The first paragraph of Article IV of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"ARTICLE IV

The total number of shares of all classes of stock which this Corporation shall have authority to issue is 175,000,000, consisting of (1) 10,000,000 shares of Cumulative Senior Preferred Stock, par value \$1 per share ('Senior Preferred Stock'), (2) 15,000,000 shares of Cumulative Junior Preferred Stock, par value \$1 per share ('Junior Preferred Stock') and (3) 150,000,000 shares of Common Stock, par value \$1 per share ('Common Stock')."

2. At a meeting of the Board of Directors of the Corporation, resolutions were duly adopted proposing the foregoing amendment, declaring said amendment to be advisable and calling for consideration thereof at the Annual Meeting of Shareholders of the Corporation.

3. At the Annual Meeting of Shareholders of the Corporation, called and held in accordance with Section 222 of the General Corporation Law of the State of Delaware, the foregoing amendment to the Corporation's Certificate of Incorporation was approved by a majority of the outstanding stock of the Corporation entitled to vote thereon and a majority of the outstanding Common Stock of the Corporation voting as a class.

4. The foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

5. Except as amended hereby the Certificate of Incorporation remains in full force and effect.

IN WITNESS WHEREOF, GEICO Corporation has caused its corporate seal to be hereunto affixed and this Certificate to be signed by Donald K. Smith, its Senior Vice President, and attested by Rosalind A. Phillips, its Secretary, this 20th day of May, 1992.

GEICO Corporation

By:

\_\_\_\_\_  
Name: Donald K. Smith  
Title: Senior vice President

Attest:

\_\_\_\_\_  
Name: Rosalind A. Phillips  
Title: Secretary

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
GEICO CORPORATION

Pursuant to Section 242 of the  
General Corporation Law of the State of Delaware

GEICO Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY THAT:

A. The Certificate of Incorporation of the Corporation is amended, effective immediately upon the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware, to add the following Article IX:

"ARTICLE IX

Section 1. To the fullest extent that the General Corporation Law of Delaware as it exists on the date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of this Corporation shall be liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any director of this Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Section 2. In addition to any requirements of law and any other provisions herein or in the terms of any class or series of capital stock having a preference over the Common Stock as to dividends or upon liquidation (and notwithstanding that a lesser percentage may be specified by law), the affirmative vote of the holders of 80% or more of the voting power of the then outstanding Voting Stock (as defined in Article V of this Certificate of Incorporation), voting together as a single class, shall be required to amend, alter or repeal any provision of this Article IX."

B. Resolutions were duly adopted by the Board of Directors of the Corporation setting forth the foregoing amendment to the Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling the annual meeting of the shareholders of the Corporation for consideration thereof and other matters. At such annual meeting, which was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, the necessary number of shares of outstanding stock of the Corporation entitled to vote thereon as required by statute were voted in favor of the amendment. The amendment has therefore been duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

C. The capital of the Corporation will not be reduced under or by reason of the foregoing amendment.

IN WITNESS WHEREOF, GEICO Corporation has caused its corporate seal to be hereunto affixed and this Certificate to be signed by its Senior Vice President and attested by its Secretary this 29th day of May 1987.

\*\*\* D03 \*\*\*

GEICO Corporation

By:

-----  
Donald K. Smith  
Senior Vice President

Attest:

-----  
John M. O'Connor  
Secretary

Exhibit 10-b

GEICO CORPORATION

1992 STOCK OPTION PLAN FOR KEY EMPLOYEES OF  
GEICO CORPORATION AND ITS SUBSIDIARIES

1. Adoption and Purpose of the Plan. GEICO Corporation, a Delaware corporation (the "Company"), hereby adopts this stock option plan (the "Plan") providing for the granting of stock options to key employees of the Company and its subsidiaries. The general purpose of the Plan is to promote the interests of the Company and its subsidiaries by providing to their key employees additional incentives to continue and increase their efforts with respect to, and to remain in the employ of, the Company and its subsidiaries.

So that the maximum incentive may be provided to particular employees participating in the Plan, it provides for the granting of "incentive" stock options ("incentive stock options"), within the meaning of Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and for the granting of "nonqualified" stock options ("nonqualified stock options") and shall be designated accordingly in the applicable option agreements.

2. Stock Subject to the Plan. There will be reserved for issuance upon the exercise of options to be granted from time to time under the Plan an aggregate of 500,000 shares of the Company's Common Stock, par value \$1.00 per share ("Common Stock"). Such shares may be in whole or in part, as the Board of Directors of the Company (the "Board") shall from time to time determine, authorized and unissued shares of Common Stock or issued shares of Common Stock which shall have been reacquired by the Company. If any option granted under the Plan shall expire or terminate for any reason without having been exercised in full, the unpurchased shares subject thereto shall again be available for the purposes of the Plan.

3. Administration. The Plan shall be administered by the Human Resources Committee of the Board (the "Committee"). Subject to the express provisions of the Plan, the Committee shall have plenary authority, in its discretion, to determine the terms of all options granted under the Plan (which need not be identical) including, without limitation, the purchase price of the shares covered by each option, the individuals to whom, and the time or times at which, options shall be granted, the number of shares to be subject to each option, whether an option shall be an incentive stock option or a nonqualified stock option, when an option can be exercised and whether in whole or in installments. In making such determinations, the Committee may take into account the nature of the services rendered by the respective employees, their present and potential contributions to the Company's success and such other factors as the Committee in its discretion shall deem relevant. Subject to the express provisions of the Plan, the Committee shall have plenary authority to interpret the Plan, to prescribe, amend and rescind the rules and regulations relating to it and to make all other determinations deemed necessary or advisable for the administration of the Plan. The determination of the Committee on the matters referred to in this paragraph 3 shall be conclusive.

Each member of the Committee shall not while serving as a member of the Committee be (and within the 12-month period preceding his or her appointment as a member of the Committee, was not) granted or awarded equity securities pursuant to the Plan or any other plan of the Company or any of its affiliates except for (i) formula plans meeting the conditions of Rule 16b-3(c)(2)(ii) under the Securities Exchange Act of 1934, as amended from time to time (the "Exchange Act"), (ii) ongoing securities acquisition

plans meeting the conditions of Rule 16b-3(d)(2) under the Exchange Act or (iii) an election to receive meeting fees or an annual retainer fee in either cash or an equivalent amount of securities or partly in cash and partly in securities. Notwithstanding the previous sentence, prior to the date Shareholder Approval (as defined in paragraph 13) is obtained, each member of the Committee shall be (and within the 12-month period preceding his or her appointment as a member of the Committee shall have been) ineligible to participate in the Plan or any other plan of the Company or any of its affiliates entitling the participants therein to acquire stock, stock options or stock appreciation rights of the Company or any of its affiliates. The Board of Directors shall select one of its members as Chairman of the Committee and the Committee shall hold its meetings at such times and places as it shall deem advisable. A majority of its members shall constitute a quorum and all determinations shall be made by a majority of its members. Any determination reduced to writing and signed by a majority of the members shall be fully as effective as if it had been made by a majority vote at a meeting duly called and held.

4. Eligibility. Options may be granted only to salaried employees (which term shall be deemed to include Officers) of the Company and of its present and future subsidiary corporations ("subsidiaries") as defined in Section 424(f) of the Code. A Director of the Company or of a subsidiary who is not also such an employee of the Company or of one of its subsidiaries will not be eligible to receive any options under the Plan. Options may be granted to employees who hold or have held options under previous plans. An employee who has been granted an option may be granted an additional option or options.

5. Option Prices. The purchase price of the Common Stock under each option shall be determined by the Committee, but shall not be less than 100% of the fair market value of the Common Stock on the date of grant of such option. Such fair market value shall be determined by the Committee and shall not be less than Market Price (as defined below) on the date of grant of the option. For purposes of the Plan, "Market Price" shall mean at any date the mean between the high and low sales prices of a share of Common Stock on the NYSE Composite Tape or, if the Common Stock is not listed or admitted to trading on the NYSE, the mean between the high and low sales prices of a share of Common Stock on the principal national securities exchange on which the Common Stock is listed, or, if the Common Stock is not listed or admitted to trading on any national securities exchange, the mean between the high and low sales prices of a share of Common Stock in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc., Automated Quotations System ("NASDAQ"), or if the Common Stock is not reported by NASDAQ, the mean between the high and low sales prices of a share of Common Stock as reported by the National Quotation Bureau Incorporated, or, in all other cases, the value set in good faith by the Committee.

6. Terms of Options. The term of each option shall be for such period as the Committee shall determine, but not more than 10 years from the date of granting thereof or such shorter period as is prescribed in paragraphs 7, 9 and 10.

7. Exercise of Options. The Committee may in its discretion prescribe in the option grant the installments, if any, in which an option granted under the Plan shall become exercisable provided that no option shall be exercisable until the later of the six month anniversary of the date of its grant or six months after the date Shareholder Approval (as defined in paragraph 13) is obtained, except as provided in paragraph 10 or as the Committee otherwise determines. In no case may an option be exercised at any time for less than 50 shares (or the remaining shares covered by the option if less than 50).

Payment shall be made in cash or, unless otherwise provided in the option agreement, in whole shares of Common Stock already owned by the holder of the option or partly in cash and partly in such shares. An option may be exercised by written notice to the Company. Such notice shall state that the holder of the option elects to exercise the option, the number of shares in respect of which it is being exercised and the manner of payment for such shares and shall either (i) be accompanied by payment of the full purchase price of such shares or (ii) fix a date (not more than 10 business days from the date of exercise) for the payment of the full purchase price of such shares. Cash payments shall be made by cash or check payable to the order of the Company. Common Stock payments (valued at Market Price on the date of exercise) shall be made by delivery of stock certificates in negotiable form. If certificates representing Common Stock are used to pay all or part of the purchase price of an option, a separate certificate shall be delivered by the Company representing the same number of shares as each certificate so used, and an additional certificate shall be delivered representing the additional shares to which the holder of the option is entitled as a result of the exercise of the option. Except as provided in the third paragraph of this paragraph 7 or in paragraphs 9 and 10, no option may be exercised at any time unless the holder thereof is then an employee of the Company or of a subsidiary. The holder of an option shall have none of the rights of a shareholder with respect to the shares subject to the option until such shares shall be transferred to the holder upon the exercise of the option.

Notwithstanding any contrary waiting period, installment period or other limitation or restriction in any option agreement or in the Plan, each outstanding option granted under the Plan shall become exercisable in full for the aggregate number of shares covered thereby in the event (i) the Board (or, if approval of the Board is not required as a matter of law, the shareholders of the Company) shall approve (a) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (b) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Company or (c) the adoption of any plan or proposal for the liquidation or dissolution of the Company, or (ii) any person (as such term is defined in Section 13(d) of the Exchange Act), corporation or other entity other than the Company shall make a tender offer or exchange offer to acquire any Common Stock (or securities convertible into Common Stock) for cash, securities or any other consideration, provided that (a) at least a portion of such securities sought pursuant to the offer in question is acquired and (b) after consummation of such offer, the person, corporation or other entity in question is the "beneficial owner" (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 20% or more of the outstanding Common Stock (calculated as provided in paragraph (d) of such Rule 13d-3 in the case of rights to acquire Common Stock).

8. Nontransferability of Options. No option granted under the Plan shall be transferable otherwise than by will or the laws of descent and distribution. Beginning on the date Shareholder Approval (as defined in paragraph 13) is obtained, the designation of a beneficiary by an option holder shall not constitute a transfer. An option may be exercised, during the lifetime of the holder thereof, only by him.

9. Termination of Employment. In the event that an employee to whom an option has been granted under the Plan ceases to be an employee of the Company or one of its subsidiaries otherwise than by reason of normal or early retirement in accordance with the provisions of a pension plan of the Company or one of its subsidiaries (hereinafter "Retirement"), or death, such option may, subject to the provisions of the last paragraph of this paragraph 9, be exercised (to the extent of the number of shares covered by the option which were purchasable by the employee immediately prior to the termination of his employment) at any time (a) within one year (or such shorter period as may be specified in the option agreement) after the termination of his employment due to his being disabled within the meaning of Section 422(c)(6) of the Code ("total disability"), or (b) within three months after the termination of his employment for any other reason (or such shorter period as may be specified in the option agreement), but, in either case, in no event after the expiration of the original term of the option.

In the event that an employee to whom an option has been granted under the Plan ceases to be an employee of the Company or one of its subsidiaries because of Retirement, such option (unless otherwise provided in his option agreement) may be exercised at any time within one year after the termination of his employment (but not after the expiration of the original term of the option) (a) to the extent of the number of shares covered by the option which were purchasable by the employee immediately prior to the termination of his employment if such holder is under the age 60 on the date of termination of his employment, or (b) in full for the aggregate number of shares covered thereby if such holder is 60 years of age or older on the date of termination of his employment.

Options granted under the Plan shall not be affected by any change of employment so long as the holder continues to be an employee of the Company or of a subsidiary. Nothing in the Plan or in any option granted pursuant to the Plan shall confer on any individual any right to continue in the employ of the Company or any of its subsidiaries or interfere in any way with the right of the Company or any of its subsidiaries to terminate his employment at any time, with or without cause, notwithstanding the possibility that the number of shares purchasable by an employee under his option may thereby be reduced or eliminated.

Anything herein to the contrary notwithstanding, in the event the employment of an employee to whom an option has been granted under the Plan shall be terminated for cause, then, in such event, any option or options held by such employee under the Plan, to the extent not theretofore exercised, shall forthwith terminate. For purposes of this paragraph 9, whether or not such employment shall have been terminated for cause shall be determined by the Committee, and its determination shall be conclusive.

10. Death of Holder of Option. In the event of the death of an employee to whom an option has been granted under the Plan while he is employed by the Company or a subsidiary, such option (unless the option shall have been previously terminated pursuant to the provisions of paragraph 9, or unless otherwise provided in his option agreement) may be exercised in full for the aggregate number of shares covered thereby by a legatee or legatees of such employee under his last will, or by his personal representatives or distributees, at any time within a period of one year after his death (or such shorter period as may be specified in the option agreement), but not after the expiration of the original term of the Option.

11. Adjustments upon Changes in Capitalization. Notwithstanding any other provisions of the Plan, option agreements may contain such provisions as the Committee shall determine to be appropriate for the adjustment of the number and class of shares subject to each outstanding

option and the option prices in the event of changes in the outstanding Common Stock by reason of any stock dividend, stock split, recapitalization, combination, exchange of shares, merger, consolidation, liquidation, split-up, split-off, spin-off or other similar change in capitalization, any distribution to common shareholder, including a rights offering, other than cash dividends or any like change. In the event of any such event, the aggregate number and class of shares available under the Plan shall also be appropriately adjusted by the Committee, whose determination shall be conclusive.

12. Termination and Amendment. Unless the Plan shall theretofore have been terminated as hereinafter provided, the Plan shall terminate on, and no option shall be granted after, December 31, 2001. The Plan may be terminated, modified or amended by the shareholders of the Company. The Board may at any time terminate, modify or amend the Plan in such respects as it shall deem advisable; provided, however, that the Board may not, without approval by the holders of a majority of the outstanding shares of voting stock of the Company present and voting at a duly held meeting at which a quorum is present, (i) increase (except as provided in paragraph 11) the maximum number of shares of Common Stock as to which options may be granted under the Plan, (ii) change the class of employees eligible to receive options or (iii) adopt any other amendments to the Plan that are considered material for purposes of Rule 16b-3(b) under the Exchange Act. No termination, modification or amendment of the Plan may, without the consent of the employee to whom any option shall theretofore have been granted, adversely affect the rights of such employee under such option.

13. Effectiveness of the Plan. The Plan shall become effective as of November 20, 1991, provided that it shall thereafter receive Shareholder Approval (that is, the approval by the vote of the holders of a majority of the outstanding shares of Common Stock present and voting at the 1992 Annual Meeting of Shareholders of the Company, or any adjournment thereof, or any earlier special meeting of shareholders that may be called for that purpose). Prior to Shareholder Approval, the Committee may, in its discretion, grant options under the Plan the exercise of which shall be expressly subject to the condition that the Plan shall receive Shareholder Approval. No options granted by the Committee shall be exercisable prior to the six month anniversary of the date the Plan shall receive Shareholder Approval or as the Committee otherwise determines. Unless the Plan shall receive Shareholder Approval, the Plan and all options theretofore granted thereunder shall be and become null and void.

14. Time of Granting of Options. For all purposes of the Plan, the date of grant of an option shall be the date on which the Committee approves the granting of such option or any later date selected by the Committee as the date of grant. Each grantee of an option shall be notified promptly of the grant of the option and a written agreement shall promptly be executed and delivered by or on behalf of the Company and the grantee.

15. Tax Withholding. In connection with the transfer of shares of Common Stock as a result of the exercise of an option, the Company shall have the right to retain or sell without notice, or to demand surrender of, shares of Common Stock in value sufficient to cover any Withholding Tax (that is, any tax, including any Federal, state or local income tax, required by any governmental entity to be withheld or otherwise deducted and paid with respect to such transfer), and to make payment (or to reimburse itself for payment made) to the appropriate taxing authority of an amount in cash equal to the amount of such Withholding Tax, remitting any balance to the employee. For purposes of this paragraph, the value of shares of Common Stock so retained or surrendered shall be the Market Price on the date that the amount of the Withholding Tax is to be determined (the "Tax Date"), and the value of shares of Common Stock so sold shall be the actual net sale price per share (after deduction of commissions) received by the Company.

Notwithstanding the foregoing, the employee shall be entitled to satisfy the obligation to pay any Withholding Tax, in whole or in part, by providing the Company with funds sufficient to enable the Company to pay such Withholding Tax or by requiring the Company to retain or to accept upon delivery thereof by the employee shares of Common Stock sufficient in value (determined in accordance with the last sentence of the preceding paragraph) to cover the amount of such Withholding Tax. Each election by an employee to have shares retained or to deliver shares for this purpose shall be subject to the following restrictions: (i) the election must be in writing and made on or prior to the Tax Date; (ii) the election shall be subject to the disapproval of the Committee; and (iii) if the employee is subject to Section 16 of the Exchange Act, an election to have shares retained to satisfy the Withholding Tax must either (a) be an irrevocable election made after the date Shareholder Approval is obtained and at least six months prior to the Tax Date or (b) take effect (or with respect to elections made prior to the date Shareholder Approval is obtained be made) during the ten-business day "window period" beginning on the third business day following the date on which the Company releases for publication its annual or quarterly financial statements and ending on the twelfth business day following the date of release thereof.

NONQUALIFIED OPTION AGREEMENT dated as of \_\_\_\_\_, 19\_\_\_\_, between GEICO CORPORATION, a Delaware corporation (the "Company"), and a salaried Employee of the Company or of a subsidiary corporation of the Company (the "Employee").

Exhibit 10-c

On this date, the Company granted to the Employee the option hereinafter described pursuant to, and subject to and upon the terms and conditions set forth in, the 1992 Stock Option Plan for Key Employees of GEICO Corporation and its Subsidiaries, as amended (the "Plan"), and promptly thereafter notified the Employee of the grant of such option.

The Company and the Employee desire to enter into this Option Agreement pursuant to paragraph 14 of the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. On this date, the Company irrevocably granted to the Employee, as a matter of separate agreement and not in lieu of salary or any other compensation for services, the right and option to purchase all or any part of an aggregate of \_\_\_\_\_ shares of its Common Stock on the terms and conditions herein set forth (the "Option").

2. The purchase price of the shares of Common Stock subject to the Option shall be \$ \_\_\_\_\_ per share.

3. Subject to the Plan receiving Shareholder Approval (as defined in paragraph 13 of the Plan), the provisions of paragraphs 5 and 6 of this Option Agreement and the last paragraph of paragraph 7 of the Plan, the Option shall become exercisable as to 20% of the aggregate number of shares covered by the Option on and after each of the following dates during the term of the Option:

Date	Number of Shares
------	------------------

The Option shall be exercisable in whole at any time or in part from time to time during the term of the Option as to all or any of the shares then purchasable under the Option, but not as to less than 50 shares (or the shares then purchasable under the Option if less than 50 shares) at any one time. The term of the Option shall be 10 years from the date hereof or such shorter period as is prescribed in paragraphs 5 and 6.

Except as provided in paragraphs 5 and 6, the Option shall not be exercisable unless the Employee shall, at the time of exercise, be a salaried employee (which term shall be deemed to include Officers) of the Company or of a subsidiary of the Company. The holder of the Option shall have none of the rights of a shareholder with respect to the shares of Common Stock subject to the Option until such shares shall have been transferred to the holder of the Option upon the exercise of the Option.

4. The Option shall not be transferable by the Employee otherwise than by will or the laws of descent and distribution, and the Option is exercisable, during the Employee's lifetime, only by the Employee. Beginning on the date Shareholder Approval is obtained the designation of a beneficiary by an option holder shall not constitute a transfer. More particularly, (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as aforesaid), pledged or encumbered in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. In the event of any attempted assignment, transfer, pledge, encumbrance or other disposition of the Option contrary to the provisions thereof, or the levy of any attachment or similar process upon the Option, the Option shall be null and void and of no further effect.

5. In the event that the Employee ceases to be an employee of the Company or one of its subsidiaries otherwise than by reason of normal or early retirement in accordance with the provisions of a pension plan of the Company or one of its subsidiaries (hereinafter "Retirement"), or death, the Option may, subject to the provisions of the last paragraph of this paragraph 5, be exercised (to the extent of the number of shares covered by the Option which were purchasable by the Employee immediately prior to the termination of the Employee's employment) at any time (a) within one year after the termination of his employment due to his or her "permanent and total disability" as defined in Section 422(c)(6) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), or (b) within three months after the termination of the Employee's employment for any other reason, but, in either case, in no event after the expiration of 10 years from the date hereof.

In the event that the Employee ceases to be an employee of the Company or one of its subsidiaries because of Retirement, the Option may be exercised at any time within one year after the termination of the Employee's employment (but not after the expiration of 10 years from the date hereof) (a) to the extent of the number of shares covered by the Option which were purchasable by the Employee immediately prior to the termination of the Employee's employment if the Employee is under the age of 60 on the date of termination of the Employee's employment, or (b) in full for the aggregate number of shares covered thereby if the Employee is 60 years of age or older on the date of termination of the Employee's employment.

The Option shall not be affected by any change of employment (or by any temporary leave of absence approved, if for a period of not more than six months, by an officer of the Company or of a subsidiary, as the case may be, by which the Employee is employed or, if for a period longer than six months, by the Human Resources Committee of the Board of Directors of the Company (the "Committee")), so long as the Employee continues to be in the employ of the Company or of a subsidiary of the Company. Nothing in the Plan or this Option Agreement shall confer on the Employee any right to continue in the employ of the Company or any of its subsidiaries or interfere in any way with the right of the Company or any of its subsidiaries to terminate the Employee's employment at any time, with or without cause, notwithstanding the possibility that the number of shares purchasable by the Employee under this Option Agreement may thereby be reduced or eliminated.

Anything herein to the contrary notwithstanding, if the Employee's employment shall be terminated for cause, then, in such event the Option shall forthwith terminate. For purposes of this paragraph 5, whether or not such employment shall have been terminated for cause shall be determined by the Committee, and the determination of the Committee shall be conclusive.

6. If the Employee shall die while employed by the Company or a subsidiary, the Option (unless previously terminated pursuant to paragraph 5) may be exercised in full for the aggregate number of shares covered thereby by the legatee or legatees of the Option under the Employee's last will, or by the personal representatives or distributees of the Employee, at any time within a period of one year after the Employee's death, but in no event after the expiration of 10 years from the date hereof.

7. If all or any portion of the Option is exercised subsequent to any stock dividend, stock split, recapitalization, combination, exchange of shares, merger, consolidation, liquidation, split-up, split-off, spin-off or other similar change in capitalization, any distribution to common shareholders, including a rights offering, other than cash dividends, or any like change, the Committee shall make such appropriate adjustments in the purchase price paid upon exercise of the Option and the aggregate number and class of shares or other securities or property issuable upon any such exercise as the Committee shall, in its sole discretion, determine. In any such event, no fractional share shall be issued upon any such exercise, and the aggregate price paid shall be appropriately reduced on account of any fractional share not issued; further, the minimum number of full shares which may be purchased upon any such exercise shall be the minimum number specified in paragraph 3 adjusted proportionately.

8. Payment of the purchase price of the shares of Common Stock subject to the Option shall be made in cash or in whole shares of Common Stock already owned by the Employee or partly in cash and partly in such Common Stock. Subject to the terms and conditions of this Option Agreement, the Option may be exercised by written notice to the Company at its principal office, attention of the Secretary. Such notice shall (a) state the election to exercise the Option, the number of shares in respect of which it is being exercised and the manner of payment for such shares and (b) be signed by the person or persons so exercising the Option and, in the event the Option is being exercised pursuant to paragraph 5 or 6 by any person or persons other than the Employee, accompanied by appropriate proof of the right of such person or persons to exercise the Option. Such notice shall either (i) be accompanied by payment of the full purchase price of such shares, in which event the Company shall issue and deliver a certificate or certificates representing such shares as soon as practicable after the notice is received, or (ii) fix a date (not more than 10 business days from the date of such notice) for the payment of the full purchase price of such shares at the Company's principal office, against delivery of a certificate or certificates representing such shares. Cash payments of such purchase price shall, in either case, be made by cash or check payable to the order of the Company. Common Stock payments (valued at Market Price (as defined in paragraph 5 of the Plan) on the date of exercise) shall be made by delivery of stock certificates in negotiable form. All cash and Common Stock payments shall, in either case, be delivered to the Company at its principal office, attention of the Secretary. If certificates representing Common Stock are used to pay all or part of the purchase price of the Option, a separate certificate

shall be delivered by the Company representing the same number of shares as each certificate so used, and an additional certificate shall be delivered representing the additional shares to which the holder of the Option is entitled as a result of the exercise of the Option. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option and shall be delivered as aforesaid to or upon the written order of the person or persons exercising the Option. All shares issued as provided herein will be fully paid and nonassessable.

9. The Company shall have the right to retain or sell without notice, or to demand surrender of, shares of Common Stock in value sufficient to cover any Withholding Tax (that is, any tax including any Federal, state or local income tax, required by any governmental entity to be withheld or otherwise deducted and paid with respect to such transfer), and to make payment (or to reimburse itself for payment made) to the appropriate taxing authority of an amount in cash equal to the amount of such Withholding Tax, remitting any balance to the Employee. For purposes of this paragraph, the value of shares of Common Stock so retained or surrendered shall be the Market Price on the date that the amount of the Withholding Tax is to be determined (the "Tax Date"), and the value of shares of Common Stock so sold shall be the actual net sale price per share (after deduction of commissions) received by the Company.

Notwithstanding the foregoing, the person exercising the Option shall be entitled to satisfy the obligation to pay any Withholding Tax, in whole or in part, by providing the Company with funds sufficient to enable the Company to pay such Withholding Tax or by requiring the Company to retain or to accept upon delivery thereof by the employee shares of Common Stock sufficient in value (determined in accordance with the last sentence of the preceding paragraph) to cover the amount of such Withholding Tax. Each such election to have shares retained or to deliver shares for this purpose shall be subject to the following restrictions: (i) the election must be in writing and made on or prior to the Tax Date; (ii) the election shall be subject to the disapproval of the Committee; and (iii) if the person exercising the Option is subject to Section 16 of the Exchange Act, the election to have shares retained to satisfy the Withholding Tax must either (a) be an irrevocable election made after the date Shareholder Approval is obtained and at least six months prior to the Tax date or (b) take effect (or with respect to elections made prior to the date Shareholder Approval is obtained be made) during the ten-business day "window period" beginning on the third business day following the date on which the Company releases for publication its annual or quarterly financial statements and ending on the twelfth business day following the date of release thereof.

10. The Company shall at all times during the term of the Option reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of this Option Agreement, shall pay all fees and expenses necessarily incurred by the Company in connection with the issue of shares pursuant hereto and will from time to time use its best efforts to comply with all laws and regulations which, in the opinion of counsel for the Company, shall be applicable thereto.

11. As used herein, the term "subsidiary" shall mean any present or future subsidiary corporation of the Company coming within the definition of "subsidiary corporation" contained in Section 424(f)

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of the Code, and the term "Common Stock" shall, except as otherwise indicated by the context, mean the Common Stock, par value \$1.00 per share, of the Company as authorized on the date hereof.

12. This Option Agreement has been entered into pursuant to paragraph 14 of the Plan.

13. This Option Agreement has been entered into pursuant to and shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Option Agreement to be duly executed by its officer thereunto duly authorized, and the Employee has hereunto set his or her hand and seal, all as of the day and year first above written.

GEICO CORPORATION,  
by:

Executive Vice President

Employee

Exhibit 10-d

INCENTIVE STOCK OPTION AGREEMENT dated as of \_\_\_\_\_, 19\_\_\_\_, between GEICO CORPORATION, a Delaware corporation (the "Company"), and \_\_\_\_\_, a salaried Employee of the Company or of a subsidiary corporation of the Company (the "Employee").

On this date, the Company granted to the Employee the option hereinafter described pursuant to, and subject to and upon the terms and conditions set forth in, the 1992 Stock Option Plan for Key Employees of GEICO Corporation and its Subsidiaries, as amended (the "Plan"), and promptly thereafter notified the Employee of the grant of such option.

The Company and the Employee desire to enter into this Option Agreement pursuant to paragraph 14 of the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. On this date, the Company irrevocably granted to the Employee, as a matter of separate agreement and not in lieu of salary or any other compensation for services, the right and option to purchase all or any part of an aggregate of \_\_\_\_\_ shares of its Common Stock on the terms and conditions herein set forth (the "Option"). The Option is intended to be an incentive stock option within the meaning of Section 422(b) of the Internal Revenue Code of 1986, as amended (the "Code").

2. The purchase price of the shares of Common Stock subject to the Option shall be \$ \_\_\_\_\_ per share.

3. Subject to the Plan receiving Shareholder Approval (as defined in paragraph 13 of the Plan), the provisions of paragraphs 5 and 6 of this Option Agreement and the last paragraph of paragraph 7 of the Plan, the Option shall become exercisable as to 20% of the aggregate number of shares covered by the Option on and after each of the following dates during the term of the Option:

Date	Number of Shares
------	------------------

The Option shall be exercisable in whole at any time or in part from time to time during the term of the Option as to all or any of the shares then purchasable under the Option, but not as to less than 50 shares (or the shares then purchasable under the Option if less than 50 shares) at any one time. The term of the Option shall be 10 years from the date hereof or such shorter period as is prescribed in paragraphs 5 and 6.

Except as provided in paragraphs 5 and 6, the Option shall not be exercisable unless the Employee shall, at the time of exercise, be a salaried employee (which term shall be deemed to include Officers) of the Company or of a subsidiary of the Company. The holder of the Option shall have none of the rights of a shareholder with respect to the shares of Common Stock subject to the Option until such shares shall have been transferred to the holder of the Option upon the exercise of the Option.

4. The Option shall not be transferable by the Employee otherwise than by will or the laws of descent and distribution, and the Option is exercisable, during the Employee's lifetime, only by the Employee. Beginning on the date Shareholder Approval is obtained the designation of a beneficiary by an option holder shall not constitute a transfer. More particularly (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as aforesaid), pledged or encumbered in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. In the event of any attempted assignment, transfer, pledge, encumbrance or other disposition of the Option contrary to the provisions thereof, or the levy of any attachment or similar process upon the Option, the Option shall be null and void and of no further effect.

5. In the event that the Employee ceases to be an employee of the Company or one of its subsidiaries otherwise than by reason of normal or early retirement in accordance with the provisions of a pension plan of the Company or one of its subsidiaries (hereinafter "Retirement"), or death, the Option may, subject to the provisions of the last paragraph of this paragraph 5, be exercised (to the extent of the number of shares covered by the Option which were purchasable by the Employee immediately prior to the termination of the Employee's employment) at any time (a) within one year after the termination of the Employee's employment due to his or her being disabled within the meaning of Section 422(c)(6) of the Code ("total disability"), or (b) within three months after the termination of the Employee's employment for any other reason, but, in either case, in no event after the expiration of 10 years from the date hereof.

In the event that the Employee ceases to be an employee of the Company or one of its subsidiaries because of Retirement, the Option may be exercised at any time within one year after the termination of the Employee's employment (but not after the expiration of 10 years from the date hereof) (a) to the extent of the number of shares covered by the Option which were purchasable by the Employee immediately prior to the termination of the Employee's employment if the Employee is under the age of 60 on the date of termination of the Employee's employment, or (b) in full for the aggregate number of shares covered thereby if the Employee is 60 years of age or older on the date of termination of the Employee's employment.

The Option shall not be affected by any change of employment (or by any temporary leave of absence approved, if for a period of not more than six months, by an officer of the Company or of a subsidiary, as the case may be, by which the Employee is employed or, if for a period longer than six months, by the Human Resources Committee of the Board of Directors of the Company (the "Committee")), so long as the Employee continues to be in the employ of the Company or of a subsidiary of the Company. Nothing in the Plan or this Option Agreement shall confer on the Employee any right to continue in the employ of the Company or any of its subsidiaries or interfere in any way with the right of the Company or any of its subsidiaries to terminate the Employee's employment at any time, with or without cause, notwithstanding the possibility that the number of shares purchasable by the Employee under this Option Agreement may thereby be reduced or eliminated.

Anything herein to the contrary notwithstanding, if the Employee's employment shall be terminated for cause, then, in such event the Option shall forthwith terminate. For purposes of this paragraph 5, whether or not such employment shall have been terminated for cause shall be determined by the Committee, and the determination of the Committee shall be conclusive.

6. If the Employee shall die while employed by the Company or a subsidiary, the Option (unless previously terminated pursuant to paragraph 5) may be exercised in full for the aggregate number of shares covered thereby by the legatee or legatees of the Option under the Employee's last will, or by the personal representatives or distributees of the Employee, at any time within a period of one year after the Employee's death, but in no event after the expiration of 10 years from the date hereof.

7. If all or any portion of the Option is exercised subsequent to any stock dividend, stock split, recapitalization, combination, exchange of shares, merger, consolidation, liquidation, split-up, split-off, spin-off or other similar change in capitalization, any distribution to common shareholders, including a rights offering, other than cash dividends, or any like change, the Committee shall make such appropriate adjustments in the purchase price paid upon exercise of the Option and the aggregate number and class of shares or other securities or property issuable upon any such exercise as the Committee shall, in its sole discretion, determine. In any such event, no fractional share shall be issued upon any such exercise, and the aggregate price paid shall be appropriately reduced on account of any fractional share not issued; further, the minimum number of full shares which may be purchased upon any such exercise shall be the minimum number specified in paragraph 3 adjusted proportionately.

8. Payment of the purchase price of the shares of Common Stock subject to the Option shall be made in cash or in whole shares of Common Stock already owned by the Employee or partly in cash and partly in such Common Stock. Subject to the terms and conditions of this Option Agreement, the Option may be exercised by written notice to the Company at its principal office, attention of the Secretary. Such notice shall (a) state the election to exercise the Option, the number of shares in respect of which it is being exercised and the manner of payment for such shares and (b) be signed by the person or persons so exercising the Option and, in the event the Option is being exercised pursuant to paragraph 5 or 6 by any person or persons other than the Employee, accompanied by appropriate proof of the right of such person or persons to exercise the Option. Such notice shall either (i) be accompanied by payment of the full purchase price of such shares, in which event the Company shall issue and deliver a certificate or certificates representing such shares as soon as practicable after the notice is received, or (ii) fix a date (not more than 10 business days from the date of such notice) for the payment of the full purchase price of such shares at the Company's principal office, against delivery of a certificate or certificates representing such shares. Cash payments of such purchase price shall, in either case, be made by cash or check payable to the order of the Company. Common Stock payments (valued at Market Price (as defined in paragraph 5 of the Plan) on the date of exercise) shall be made by delivery of stock certificates in negotiable form. All cash and Common Stock payments shall, in either case, be delivered to the Company at its principal office, attention of the Secretary. If certificates representing Common Stock are used to pay all or part of the purchase price of the Option, a separate certificate shall be delivered by the Company representing the same number of shares as each certificate so used, and an additional certificate shall be

delivered representing the additional shares to which the holder of the Option is entitled as a result of the exercise of the Option. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option and shall be delivered as aforesaid to or upon the written order of the person or persons exercising the Option. All shares issued as provided herein will be fully paid and nonassessable.

9. The Company shall have the right to retain or sell without notice, or to demand surrender of, shares of Common Stock in value sufficient to cover any Withholding Tax (that is, any tax including any Federal, state or local income tax, required by any governmental entity to be withheld or otherwise deducted and paid with respect to such transfer), and to make payment (or to reimburse itself for payment made) to the appropriate taxing authority of an amount in cash equal to the amount of such Withholding Tax, remitting any balance to the Employee. For purposes of this paragraph, the value of shares of Common Stock so retained or surrendered shall be the Market Price on the date that the amount of the Withholding Tax is to be determined (the "Tax Date"), and the value of shares of Common Stock so sold shall be the actual net sale price per share (after deduction of commissions) received by the Company.

Notwithstanding the foregoing, the person exercising the Option shall be entitled to satisfy the obligation to pay any Withholding Tax, in whole or in part, by providing the Company with funds sufficient to enable the Company to pay such Withholding Tax or by requiring the Company to retain or to accept upon delivery thereof by the employee shares of Common Stock sufficient in value (determined in accordance with the last sentence of the preceding paragraph) to cover the amount of such Withholding Tax. Each such election to have shares retained or to deliver shares for this purpose shall be subject to the following restrictions: (i) the election must be in writing and made on or prior to the Tax Date; (ii) the election shall be subject to the disapproval of the Committee; and (iii) if the person exercising the Option is subject to Section 16 of the Exchange Act, the election to have shares retained to satisfy the Withholding Tax must either (a) be an irrevocable election made after the date Shareholder Approval is obtained and at least six months prior to the Tax Date or (b) take effect (or with respect to elections made prior to the date Shareholder Approval is obtained be made) during the ten-business day "window period" beginning on the third business day following the date on which the Company releases for publication its annual or quarterly financial statements and ending on the twelfth business day following the date of release thereof.

10. The Company shall at all times during the term of the Option reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of this Option Agreement, shall pay all fees and expenses necessarily incurred by the Company in connection with the issue of shares pursuant hereto and will from time to time use its best efforts to comply with all laws and regulations which, in the opinion of counsel for the Company, shall be applicable thereto.

11. As used herein, the term "subsidiary" shall mean any present or future subsidiary corporation of the Company coming within the definition of "subsidiary corporation" contained in Section 424(f) of the Code, and the term "Common Stock" shall, except as otherwise

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indicated by the context, mean the Common Stock, par value \$1.00 per share, of the Company as authorized on the date hereof.

12. This Option Agreement has been entered into pursuant to paragraph 14 of the Plan.

13. This Option Agreement has been entered into pursuant to and shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Option Agreement to be duly executed by its officer thereunto duly authorized, and the Employee has hereunto set his or her hand and seal, all as of the day and year first above written.

GEICO CORPORATION,  
by:

Executive Vice President

Employee

Exhibit 10-e

NOTICE OF IRREVOCABLE ELECTION TO EXERCISE STOCK OPTIONS PURSUANT TO THE 1985 AND 1992 STOCK OPTION PLANS FOR KEY EMPLOYEES OF GEICO CORPORATION AND ITS SUBSIDIARIES (THE "PLAN(S)")

TO: Corporate Secretary of GEICO Corporation

FROM: \_\_\_\_\_  
(Print Name)

A. OPTIONS TO BE EXERCISED: \_\_\_\_\_ Incentive Stock Option ("ISO")\*\*  
Non Qualified ("N/Q") Stock Option  
NOTE: Appropriate Federal, FICA and State Taxes will be withheld as required.  
\_\_\_\_\_ required.

granted pursuant to the \_\_\_\_\_ Plan as follows:  
1985/1992

Treasurer to Complete  
For Non Qualified  
Options Only

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Date of Grant	Option Price	Number of Shares to be Exercised	Grant Amount (2) x (3)	Fair Market Value on Date of Exercise	Aggregate Market Value	Ordinary Income (6) - (4)

For N/Q Options, Taxes will be withheld as follows, based on the Fair Market Value ("FMV") as calculated on the mean of the High/Low on the date of exercise.

To be completed by Treasurer:

Federal Tax at \_\_\_% (Min. is 20%) \_\_\_\_\_

FICA Tax (From Payroll) \_\_\_\_\_

\_\_\_\_\_ State Tax at \_\_\_% \_\_\_\_\_

Total Taxes to be withheld

B. MANNER OF PAYING EXERCISE PRICE:

I wish to:

- (1) (Cashless Exercise of Options) Pay for the shares in cash by using an outside broker to exercise and sell option shares at market (same day sale):

I HAVE OR WILL INSTRUCT MY BROKER TO SELL THE OPTION SHARES.

My Broker is: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

To facilitate this transaction:

My telephone number is: \_\_\_\_\_

My FAX number is: \_\_\_\_\_

- (2) \_\_\_\_\_ Pay for the shares in cash/check (check to be made payable to "GEICO Corporation"):

\_\_\_\_\_ Check attached.

\_\_\_\_\_ Check to be delivered on \_\_\_\_\_, 19\_\_ (such delivery date shall not be more than 10 business days from the date of exercise).

- (3) \_\_\_\_\_ Pay for the shares in whole shares of GEICO Corporation Common Stock ("Common Stock") which I presently own:\*\*\*

\_\_\_\_\_ Certificate(s) attached in negotiable form.

\_\_\_\_\_ Certificate(s) will be delivered in negotiable form on \_\_\_\_\_, 19\_\_ (such delivery date shall not be more than 10 business days from the date of exercise).

- (4) \_\_\_\_\_ Pay for the shares partly in cash (check to be made payable to "GEICO Corporation") and partly in Common Stock, as follows:

\_\_\_\_\_ Check in the amount of \$ \_\_\_\_\_ attached.

\_\_\_\_\_ Check in the amount of \$ \_\_\_\_\_ will be delivered on \_\_\_\_\_, 19\_\_ (such delivery date shall not be more than 10 business days from the date of exercise).

\_\_\_\_\_ shares of Common Stock which I presently own:\*\*\*

\_\_\_\_\_ Certificate(s) attached in negotiable form.

\_\_\_\_\_ Certificate(s) will be delivered in negotiable form on \_\_\_\_\_, 19\_\_\_\_ (such delivery date shall not be more than 10 business days from the date of exercise).

\*\* If shares received by exercising an Incentive Stock Option are sold within one year from the date of exercise, the holder will recognize taxable ordinary income in the year of disposition. The ordinary taxable income equals the excess of the fair market value of the stock at the time of exercise over the exercise price or, if smaller, the excess of the sales price over the exercise price. GEICO Corporation must be notified of the sale using the attached form (Attachment A) in order to properly maintain its tax records.

\*\*\* If the option price is paid for in shares of Common Stock, the value of such shares will be the mean between the high and low sales prices of a share on the Composite Tape for the New York Stock Exchange Listed Stocks on the date of exercise.

SHARES TO BE REGISTERED AS FOLLOWS:

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Social Security # \_\_\_\_\_

Certificate(s) are to be issued in denominations of \_\_\_\_\_

\_\_\_\_\_

NOTE: If certificates representing Common Stock are used to pay all or part of the purchase price of an option, in return separate certificates will be delivered by GEICO Corporation representing the same number of shares as each certificate so used and an additional certificate will be delivered representing the additional shares to which the optionee is entitled as a result of the exercise of the option.

\_\_\_\_\_ Date

\_\_\_\_\_ Signed

NOTE: Please retain a signed copy of this Notice of Election form for your records.

Exhibit 10-1

GEICO CORPORATION & GEICO - 1993 BONUS PLAN FOR OFFICERS

**BONUS POOL:** Performance of the enterprise will be measured by the Board against the 1993 Business Plan with focused attention on results compared with the stated key goals of:

Company Goal

- (a) **Service:** will be judged against the FACT letter results for auto and homeowners. An increase of 1.0 points in the combined score over the 12/92 results will be considered satisfactory progress for each line.
- (b) **All lines underwriting ratio, after policyholder dividends:** for GEICO/GEICO General of 96.5%.
- (c) **Expense ratios:** management of productivity and of our expense ratios continue to be a core strategy. A 1993 result of 24.3% for the general expense and loss adjustment expense ratios combined would be good progress.
- (d) **Controlled growth:** will be judged against the several goals in the 1993 Business Plan relating to new sales and to policies-in-force. We will consider 7% real growth in voluntary policies-in-force to be satisfactory controlled growth.

The service "hurdle" result must be achieved separately for total auto and PIC for GEICO/GEICO Corporation officers to receive any cash bonus at all. The auto/homeowner results will be weighted by earned premium. The "hurdle" is to achieve in the current year FACT letter service results no less than the higher of the two preceding years. Because of this requirement, the Board may consider any unusual events and circumstance of the current year that had a significant impact on this goal.

Based on results measured against the key goals outlined above, the bonus pool may range from 0% to 30% of salaries with a target of 20% if all goals were just met. Results against the Company goals listed above will determine approximately eighty percent of the bonus pool, while Corporate results will account for the remainder.

Corporate Goal

A return on equity which places the Corporation in the top quartile of American Business, and a 15% growth in the earnings power of the enterprise as reflected in net income and/or operating earnings per share adjusted for significant tax benefits. The target is a 15% increase.

**DISTRIBUTION OF BONUS POOL:** The Board will distribute the bonuses to participants after considering the recommendations of management. Individual bonuses will differ widely by performance (from 0% to 50% of salary) with performance and departmental accomplishments of the goals in the 1993 Business Plan and the general contribution to 1993 financial results as a frame of reference. Payment will be in a single lump cash payment.

The Non-Officer Line Executive plan tracks the above with the basic formula producing approximately 3/4ths as great a percentage for the pool, up to a maximum of 20%.

Exhibit 10-m

GOVERNMENT EMPLOYEES COMPANIES

DIRECTORS AND OFFICERS DEFERRED COMPENSATION PLAN

Section 1. Purpose

The purpose of this Plan is to provide each eligible Director and Officer of the Government Employees Companies with the opportunity of receiving deferred compensation after termination of service as a Director or Officer. The Plan is also intended to establish a method of paying Director's and Officer's compensation which will aid the Government Employees Companies in attracting and retaining, as members of the Board and Management, persons whose abilities, experience and judgment can contribute to the continued progress of the Government Employees Companies.

Section 2. Definitions

- (a) "Board" means the Board of Directors of any one of the Companies.
- (b) "Committee" means the Committee appointed to administer this Plan, as provided in Section 9 thereof.
- (c) "Committee Fees" means the fees payable to a Director for service on a Committee of the Board.
- (d) "Company" or "Companies" means any one or more of the following corporations:  
GEICO Corporation  
Government Employees Insurance Company  
GEICO Indemnity Company (formerly Criterion Insurance Company)  
Government Employees Financial Corporation  
Resolute Management Corporation, and any wholly-owned subsidiary of any of these companies, whether presently or hereafter acquired or organized.
- (e) "Consultant Fee" means the fees payable to a Director for services under a Consultant Agreement with any of the Companies.
- (f) "Deferred Compensation" means compensation deferred pursuant to this Plan.
- (g) "Deferred Compensation Account" means the account or accounting entry which signifies the total amount of Deferred Compensation with respect to each Participant, adjusted from time to time as provided in the Plan.
- (h) "Deferred Compensation Election Form" means the form by which eligible Directors or Officers elect to become Participants.
- (i) "Director" or "Directors" means a member or members of the Board of any one of the Companies.
- (j) "Director's Fees" means all the fees payable to a Director for service on a Board.
- (k) "Officer" means an employee of any one or more of the Companies in the position of Assistant Vice President or higher.

- (l) "Participant" means an eligible Director or Officer who has elected to participate in the Plan and to defer his compensation on the terms and conditions set forth herein.
- (m) "Plan" means the Directors and Officers Deferred Compensation Plan as described herein and as amended from time to time.
- (n) "Salary" means the direct remuneration payable to an Officer as an employee of any one or more of the Companies.
- (o) "Section 16 (b) Person" means a person who has been determined to be subject to Section 16 of the Securities Exchange Act of 1934 and the rules and regulations, promulgated thereunder.
- (p) "Valuation Date" means the last business date of a calendar year.

### Section 3. Eligibility

Each Director who receives Director's Fees for service on a Board and each current or former Officer who receives Salary as an employee of a Company shall be eligible to participate in the Plan.

### Section 4. Participation

In order to participate in the Plan for a particular calendar year, an eligible Director or current Officer must make a valid election by executing and filing with the Committee, before the commencement of such calendar year (or, in the case of a new Director or Officer, before the commencement of his term of office in such calendar year), a Deferred Compensation Election Form. Such election shall:

- (a) be valid if and only if (i) it contains a statement that the Director or Officer elects to defer all or a stated percentage (in any ten percent increments) of the compensation due to him for services as a Director, Consultant and/or Officer and for services on any Committee of the Board for such calendar year and; (ii) specifies that the Participant's Deferred Compensation shall be paid to him in a lump sum or specifies the number (not to exceed 20) of annual installments in which his Deferred Compensation for such calendar year shall be paid to him pursuant to Section 5(a) below;
- (b) apply to such calendar year and also to each succeeding calendar year during all or part of which the Participant continues to be a Director or Officer until the calendar year following the year in which the Participant files with the Committee a revised Deferred Compensation Election Form or a written revocation of the election; and
- (c) with respect to each such calendar year to which it applies pursuant to paragraph (b) above, be irrevocable as to all matters described in paragraph (a) above upon the commencement of each such calendar year, subject only to modification by the Committee in the event of hardship or acceleration of payment as provided in Section 5(a) below.

Upon receipt of a Director's or Officer's valid election, the Committee shall establish, as a bookkeeping entry only, an individual Deferred Compensation Account for such Director or Officer and shall credit to his Deferred Compensation Account all of the Deferred

Compensation which would otherwise have been payable to such Director or Officer for the calendar year to which the election applies. Director's Fees and Committee Fees based upon attendance at Board or Committee meetings shall be credited as of the last day of the month in which a meeting was held. Director's Fees and Committee Fees constituting retainers shall be credited in accordance with the schedule set forth in the Directors Compensation Program approved by the Human Resources Committee of the Board of Directors of each Company. Consultant Fees under any Consultant Agreement with any Company shall be credited as of the last day of the month in which they were earned. Officer's Salaries and Cash Bonuses shall be credited as of the last day of the month in which they were earned or granted, respectively. Cash payments under any Performance Share Awards shall be credited as of the last day of the month in which they would otherwise have been paid.

**Section 5. Payment of Deferred Compensation and Method of Computation**

- (a) Except as provided below in the case of hardship or acceleration of payment, payments of Deferred Compensation to Participants (or, if applicable, to their beneficiary or personal representative) under the Plan shall be made or, in the case of installment payments, commence in January of the first calendar year following the termination of the Participant's status as a Director, Officer or employee due to resignation, retirement, death or otherwise, and, in the case of installment payments, shall continue to be made in January of each succeeding year until all installments have been paid. Early or normal retirement under the Pension Plan for the Government Employees Companies will be considered retirement under this Plan.

Alternatively, Plan Participants, at their option, may elect to defer their compensation over a period of two years. Except as provided below in the case of hardship or acceleration of payment, payments of Deferred Compensation to Participants who have elected this option (or, if applicable, to their beneficiaries or personal representatives) shall be made in a lump sum in January (July in the case of a Participant who is a Section 16(b) Person at the time of the election or at any time within the last six (6) months in which Deferred Compensation was earned) of the year following the last year in which the Deferred Compensation was earned.

Participants who have elected deferral over a two-year period may, at their option, further defer such payments until the January of the first calendar year following the termination of the Participant's status as a Director, Officer or employee due to resignation, retirement, death or otherwise. Such second deferral must be made no later than the December of the second year prior to the year in which payment of the Deferred Compensation would otherwise be made. No further alteration of the payment schedule will be permitted, except in case of hardship, as defined below. Unless the Committee determines otherwise, Section 16(b) Persons who have elected to defer compensation over a two-year period may not elect any further deferrals following such initial election.

In the event that a Participant who is not a Section 16(b) Person at the time of any deferral election or at the time the Participant requests acceleration of the payment schedule due to hardship, (or, if applicable, the beneficiary) incurs a hardship, the Committee, in its absolute discretion, may revise the payment

schedule. Such hardship must have been caused by an accident, illness or event beyond the control of the Participant (or, if applicable, the beneficiary); and the Committee shall revise the payment schedule as previously established only to the extent reasonably necessary to eliminate the hardship.

The Committee also reserves the right, in its absolute discretion, to accelerate payments for any other reason, and the Committee shall revise the payment schedule as previously established.

- (b) The amounts to be paid to a Participant (or beneficiary or personal representative) pursuant to Section 5(a) hereof shall be computed and paid in accordance with the following procedure (subject only to modification by the Committee in the event of hardship or acceleration of payment as provided in Section 5(a) above). Payment shall be made in cash at a deferred date or dates, either in a lump sum or annual installments, of the total amount which would have accumulated in the Participant's Deferred Compensation Account by the Valuation Date immediately preceding each payment if such deferred compensation had, when credited, been deposited in an account which paid monthly interest on the last day of each month on those funds on deposit in the account during the previous month. The amounts credited as interest shall be based on a rate determined annually by the Committee. If annual installments are elected, the amount, including accrued interest, will be divided by the number of installments which remain to be paid until all distributions to which a Participant is entitled under this Plan shall have been made.

#### Section 6. Valuation Date

As of each Valuation Date, the Deferred Compensation Account of each Participant shall be valued by the Committee. The value thereof shall be communicated in writing to each Participant within thirty (30) days after such Valuation Date.

#### Section 7. Death of a Participant

Upon the death of a Participant, all amounts, if any, then remaining undistributed, or which shall thereafter become distributable from his Deferred Compensation Account pursuant to this Plan, shall be distributed to such beneficiary as the Participant shall have designated in writing to the Company, or, in the absence of such designation, to his personal representative. Such distribution shall be made at the time specified in Section 5(a) hereof and in one or more installments in accordance with the election(s) previously made by the Participant (subject to modification by the Committee in the event of hardship or acceleration of payment as provided in Section 5(a) above).

#### Section 8. Participant's Rights Unsecured; No Duty to Invest

The right of a Participant to receive any distribution hereunder shall be an unsecured claim against the general assets of the Company or Companies as the case may be. No Company assets shall in any way be held in trust for, or be subject to, any prior claim by a Director, an Officer or his beneficiary. Neither the Company, Companies, nor the Committee shall have any duty whatsoever to invest any amounts credited to any Deferred Compensation Accounts established under the Plan.

**Section 9. Administration of the Plan - Committee**

The Plan shall be administered by the Human Resources Committee of the Board of Directors of each Company. The Committee shall act by vote or written consent of a majority of its members. The Plan may be amended, modified or terminated by the Committee of any one of the Government Employees Companies with regard to Directors and/or Officers of that Company, except that no such action shall (without the consent of the Participant or, if appropriate, his beneficiary, distributee or personal representative) alter the contract rights of a Participant with respect to compensation earned and deferred pursuant to this Plan prior to the date of such amendment, modification or termination.

**Section 10. Alienation**

- (a) Subject to the provisions of paragraph (b) of this Section 10, no amount, the payment of which has been deferred under this Plan, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy or charge, and any attempt so to alienate, sell, transfer, assign, pledge, encumber, levy or charge the same shall be void; nor shall any such amount be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.
- (b) The restraints in paragraph (a) of this Section 10 shall not apply to a Participant's personal representative.

**Section 11. Withholding**

There shall be deducted from all payments under this Plan the amount of any taxes required to be withheld by any Federal, state or local government. The Participants and their beneficiaries, distributees and personal representatives will bear any and all Federal, foreign, state, local or other income or other taxes imposed on amounts paid under this Plan.

**Section 12. Consent**

By electing to become a Participant, each Director and Officer shall be deemed conclusively to have accepted and consented to all terms of the Plan and all actions or decisions made by the Company, Companies, the Board or the Committee with regard to the Plan. Such terms and consent shall also apply to and be binding upon the beneficiaries, distributees and personal representatives and other successors in interest of each Participant.

**Section 13. Severability**

In the event any provision of this Plan would serve to invalidate the Plan, that provision shall be deemed to be null and void, and the Plan shall be construed as if it did not contain the particular provision that would make it invalid.

ORGANIZATION	RELATIONSHIP	INCORPORATED
GEICO CORPORATION	Parent Corporation	DE
Government Employees Insurance Company*	Wholly owned	MD
GEICO Indemnity Company	Wholly Owned	MD
GEICO Facilities Corporation	Wholly owned	DE
Resolute Group, Inc.	Wholly owned	DE
International Insurance Underwriters, Inc.	Wholly owned	DE
GEICO Financial Services, GmbH	Wholly owned	Fed.Rep.Ger.
Maryland Ventures, Inc.	Wholly owned	DE
Plaza Resources Company	Wholly owned	DE
GEICO Financial N.V.	Wholly owned	Neth. Antil.
The Top Five Club, Incorporated	Wholly owned	DE
GEICO Products, Inc.	Wholly owned	MD
GEICO Properties, Inc.	Wholly owned	DE
GEICO Washington Properties, Inc.	Wholly owned	DE
SHIC Acquisition Corp.	Wholly owned	GA
Merastar Insurance Company	Wholly owned	TN
GOVERNMENT EMPLOYEES INSURANCE COMPANY (GEICO)*		
Criterion Life Insurance Company	Wholly owned	MD
Government Employees Financial Corp.	Wholly owned	CO
GEICO General Insurance Company	Wholly owned	MD
Insurance Counselors, Inc.	Wholly owned	MD
Plaza Financial Services Company	Wholly owned	DE
SHIC ACQUISITION CORPORATION		
Southern Heritage Insurance Company	Wholly owned	GA
Heritage Management Group Inc.	Wholly owned	GA
RESOLUTE GROUP, INC.		
Resolute Reinsurance Company	Wholly owned	NY
Resolute Management Corporation	Wholly owned	NY
GEICO INDEMNITY COMPANY		
Criterion Casualty Company	Wholly owned	MD
Criterion Insurance Agency, Inc.	Wholly owned	TX
GOVERNMENT EMPLOYEES FINANCIAL CORPORATION (GEFCO)		
GEICO Financial Services, Inc.	Wholly owned	DE
GEICO FINANCIAL SERVICES, INC.		
GEICO Financial Services Company	Wholly owned	MD
TRI Properties, Inc.	Wholly owned	CA
Variproperties, Inc.	Wholly owned	CO
Willow Valley Associates, Ltd.	Wholly owned	NC
PLAZA RESOURCES COMPANY		
Safe Driver Motor Club, Inc.	Wholly owned	DE
MARYLAND VENTURES, INC.		
Plaza Investment Managers, Inc.	Wholly owned	MD
GEICO PHILANTHROPIC FOUNDATION**	Non-Profit	DE

†FN!

\*Principal subsidiary

\*\*Non-Profit corporation organized for eleemosynary purposes.

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Exhibit 24

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement of GEICO Corporation on Form S-8, dated August 28, 1992 (File No. 33-48959), and Post-Effective Amendment No. 2 dated August 28, 1992 to Registration Statement No. 33-7412 on Form S-8 and to Post-Effective Amendment No. 2 dated November 12, 1992 to Registration Statement No. 2-99661 on Form S-8, which also serves as a Post-Effective Amendment to Registration Statement No. 2-83426 on Form S-8, of our report on the consolidated financial statements and financial statement schedules of GEICO Corporation and subsidiaries as of December 31, 1992, and 1991 and for the years ended December 31, 1992, 1991 and 1990, which reports are incorporated by reference in the Annual Report on Form 10-K.

/s/ COOPERS & LYBRAND  
COOPERS & LYBRAND

Washington, D.C.  
March 29, 1993