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Defendants GEICO Casualty Company, GEICO Indemnity Company and GEICO General Insurance Company (collectively, “GEICO”), by and through its attorneys Duane Morris LLP, respectfully moves this Honorable Court, pursuant to Federal Rule of Civil Procedure 12(b)(6), for dismissal of Plaintiff’s First Amended Complaint with prejudice and, in support thereof, state as follows:

INTRODUCTION

Plaintiff has auto insurance through GEICO Casualty Company. During the pandemic, GEICO advised that it would give its policyholders a “15% discount on new and renewal policies.” (Cmplnt, ¶ 4.) Plaintiff renewed her policy with GEICO in the midst of the pandemic for the period beginning June 1, 2020, and received this discount. Plaintiff has not alleged that GEICO violated any statutory mandate. Instead, Plaintiff now contends that a 15% discount over a six-month period, which continues for policies issued or renewed through Oct. 7, 2020, is inadequate. Plaintiff argues that the purported inadequacy breached her insurance policy (Count I), frustrated the purpose of her policy (Count II), violated the Illinois Consumer Fraud Act (Counts III and IV), and unjustly enriched GEICO (Count V). Plaintiff also seeks to certify a class of GEICO policyholders for the same claims.

The Complaint should be dismissed because it fails to state a claim as a matter of law. GEICO did not breach any term of the insurance policy, and it provided full transparency to Plaintiff on her discount. GEICO voluntarily provided this discount to its policyholders for future policy periods, and was not obliged to provide the discount for prior policy periods. GEICO was under no contractual, statutory, or regulatory duty to make any “giveback” at all.

Furthermore, GEICO never made a false or deceptive statement about the Giveback Program. It offered and gave a 15% discount, and provided a “Giveback Estimator” for

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