

Allstate v. Amato

In this case, the insured was sued. That lawsuit alleged that insured induced them to invest over \$1 million into a retail store in exchange for ownership interests in certain entities controlled by the insured and other defendants. Plaintiffs claimed they did not get anything in exchange for their payment. The insured tendered his defense in this case to our client under the terms of two different liability insurance policies, including a personal umbrella policy.

After analyzing the terms of the policies and the allegations directed against the insured, we determined that the insurer did not have any obligation to defend the insured. We immediately filed a Complaint for Declaratory Judgment and set forth the bases for our client's coverage decision. The insured argued his alleged conduct amounted to a "personal injury," and therefore the insurer's duty to defend was triggered. Moreover, the insured's decision to deny coverage amounted to "bad faith." He also claimed he was entitled to recover attorneys fees incurred prior to the insurer reaching its coverage decision. The trial court concluded our analysis was correct, and granted summary judgment in our favor on all issues. The Appellate Court unanimously affirmed.

For the full text of this opinion, please contact Guy Conti of Condon & Cook, LLC or see *Allstate Ins. Co. v. Amato*, 372 Ill. App. 3d 139, 865 N.E.2d 516 (1<sup>st</sup> Dist. 2007).