

## Young v. Allstate

In this case, one of plaintiff's cars was destroyed in an accident. Plaintiff argued he purchased a "stated value" policy so the insurer would be required to pay the amount stated on the policy declarations. The insurer, however, contended the policy required only payment of the actual cash value of the car at the time of the loss. Plaintiff filed suit against the insurer and his broker claiming the insurance policy was ambiguous, the insurer was liable because of the broker's actions pursuant to *respondent superior* and the insurer should be estopped from disputing the type of policy. Plaintiff also claimed the insurer violated the Consumer Fraud Act. (815 ILCS 505/1 *et. seq.*) and that the insurer's conduct was vexatious and unreasonable in violation of Section 155 of the Illinois Insurance Code.

We filed Motions to Dismiss the plaintiff's allegations for *respondent superior* and estoppel, which the trial court granted. It also granted summary judgment in favor of the insurer on the remaining counts.

The Appellate Court affirmed. Specifically, the Appellate Court found the trial court properly dismissed the *respondent superior* and estoppel counts. In addition, the Court noted the policy explicitly allowed recovery of only the actual cash value of the vehicle at the time of loss. The Court also adopted our argument that Section 155 of the Illinois Insurance Code preempted a cause of action under the Consumer Fraud Act, so summary judgment was appropriate on these issues. Finally, the Court noted the insurer's delay in rendering payment did not violate Section 155 of the Insurance Code.

For the full text of this opinion, please contact Guy Conti of Condon & Cook, LLC or see *Young v. Allstate Ins. Co.*, 351 Ill. App. 3d 151, 812 N.E.2d 741 (1<sup>st</sup> Dist. 2004).