

IN THE CIRCUIT COURT OF ST CLAIR COUNTY
STATE OF ILLINOIS

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)
Plaintiff,)
) 10-L-0052
vs.)
)
SHELTER MUTUAL INSURANCE)
COMPANY, d/b/a/ Shelter Insurance, Et Al.)
)
Defendants.)

PLAINTIFF’S RESPONSE TO DEFENDANT’S MOTION TO DISMISS COUNT I

COMES NOW Plaintiff by and through her attorney, and for her response to Defendant, Shelter’s, Motion to Dismiss claiming an Uninsured Motorist action is against Illinois public policy states as follows:

1. Plaintiff was injured in a motor vehicle accident located in St Clair, Illinois, and the alleged at fault driver is an uninsured motorist.
2. Plaintiff was a Missouri resident and was covered by a Missouri uninsured motorist policy issued in Missouri.
3. Missouri uninsured motorist policies are not required by law to contain an arbitration clause, accordingly, Plaintiff’s policy did not contain an arbitration clause.
4. Under the Illinois Insurance code it is required that all insurance policies **“renewed, delivered, or issued for delivery in this state [Illinois]”** contain a mandatory arbitration clause with respect to uninsured motorist claims. *See* 215 ILCS 5/143a.

5. The Plaintiff's policy of insurance was not "renewed, delivered, or issued for delivery" in Illinois. Therefore, is not subject to the mandatory arbitration and not against Illinois public policy as the insurance code as written does not apply to out of State policies.

6. Defendant cited no Illinois Statute or case law prohibiting the Plaintiff's cause of action, that is because there is no authority to support Defendant's position as the Plaintiff's policy was not subject to the above Illinois insurance code and there is no mandatory arbitration clause contained in Plaintiff's policy.

7. Venue and jurisdiction are appropriate as the incident occurred in Illinois and the two co-defendants both reside in Illinois and have no contacts with Missouri.

8. Direct causes of action against insurers are not against Illinois public policy. There are hundreds if not thousands of cases brought in Illinois under various circumstances by insured's directly against their insurer.

WHEREFORE, Plaintiff prays that this court deny Defendant Shelter's Motion to Dismiss Count I.

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