

NOTICE
This Order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

2026 IL App (4th) 251034-U

NO. 4-25-1034

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
May 6, 2026
Carla Bender
4th District Appellate
Court, IL

SUSAN CONANT,)	Appeal from the
Plaintiff-Appellant,)	Circuit Court of
v.)	Boone County
MEMBERSELECT INSURANCE COMPANY, d/b/a)	No. 25LM5
AAA INSURANCE,)	
Defendant-Appellee.)	Honorable
)	Stephen Balogh,
)	Judge Presiding.

JUSTICE LANNERD delivered the judgment of the court.
Justices DeArmond and Vancil concurred in the judgment.

ORDER

¶ 1 *Held:* The trial court did not err in dismissing plaintiff’s complaint as untimely pursuant to section 2-619(a)(5) of the Code of Civil Procedure (735 ILCS 5/2-619(a)(5) (West 2024)).

¶ 2 On August 29, 2025, the trial court granted the motion to dismiss the complaint of plaintiff, Susan Conant, as untimely under section 2-619(a)(5) of the Code of Civil Procedure (Procedure Code) (735 ILCS 5/2-619(a)(5) (West 2024)) because of a contractual limitation provision to defendant, MemberSelect Insurance Company, d/b/a AAA Insurance. Plaintiff appeals, arguing the court erred in dismissing her complaint, primarily arguing defendant either waived enforcement of the contractual limitation provision or is estopped from enforcing the provision. We affirm.

¶ 3 I. BACKGROUND

¶ 4 A. Plaintiff’s Complaint

¶ 5 On April 21, 2025, plaintiff filed her complaint against defendant. According to the complaint, on March 25, 2023, defendant renewed a homeowner's insurance policy for plaintiff's residence, with an effective period of March 25, 2023, to March 25, 2024. On June 29, 2023, a hailstorm allegedly damaged portions of plaintiff's asphalt roof. Thereafter, in August 2023, plaintiff filed an insurance claim with defendant for the damage to her roof.

¶ 6 In September 2023, Anthony Saras, one of defendant's adjusters, inspected the roof. Nick Hallberg of Randi Palmeri and Son, Inc., was also present during the inspection. According to plaintiff's complaint, "Saras, in Hallberg's presence, informed Plaintiff that the roof of Plaintiff's Residence had indeed suffered compensable hail damage and should be replaced under the Policy, adding however that the woman to whom the claim was directed 'denies everything.' "

¶ 7 On October 13, 2023, plaintiff spoke with defendant's representative, Ryan Williams, about Saras's findings. Plaintiff's complaint alleged Williams denied coverage for the damage and stated Saras should not have told plaintiff of his hail damage findings. Plaintiff then retained Hallberg to photograph the "hail damage" and submit a report to defendant. On May 21, 2024, Hallberg sent a damage report and photographs of the alleged damage to defendant. Defendant continued to deny the claim.

¶ 8 On May 24, 2024, Hallberg resubmitted via e-mail his damage report and the photographs to defendant and indicated " 'BAD FAITH' " might be present in defendant's decision to deny coverage. After defendant continued to deny plaintiff's claim, plaintiff asked defendant to perform a second inspection of the roof. Defendant agreed to reinspect her roof.

¶ 9 Defendant then had the roof inspected by Building Envelopes Consultants, Ltd. (BEC) on August 2, 2024. At the time of the inspection, Josh Dannenberg of Roof Pro Solutions was present. According to plaintiff's complaint, the BEC representative who conducted the

inspection expressed his disbelief to Dannenberg that defendant had denied plaintiff's claim, "given the obvious damage to the roof that he had observed."

¶ 10 On August 23, 2024, defendant again denied plaintiff's claim. On September 16, 2024, defendant provided BEC's inspection report to plaintiff. Contrary to the alleged oral representations to Dannenberg, the report stated plaintiff's roof had not suffered any hail damage. Plaintiff alleged this report was conclusive evidence defendant was "acting in violation of 215 ILCS 5/155 in denying the Claim."

¶ 11 On October 25, 2024, plaintiff's attorney sent a letter to defendant's vice president and general counsel, warning the claim was being denied in bad faith. On October 29, 2024, defendant's temporary employee Tora Jones responded via email to the October 25 letter and stated defendant was " 'reviewing your client's claim and will provide a formal response to your demand letter within 30 days.' " On November 7, 2024, plaintiff's attorney sent Jones a letter requesting various documents. Defendant never responded to the request.

¶ 12 Plaintiff then retained Roof Pro Solutions to prepare an inspection report of the roof of the residence and to provide an estimate for repairing the roof. Roof Pro Solutions concluded the roof sustained substantial hail damage that would cost \$24,500 to repair.

¶ 13 Count I of plaintiff's complaint alleged defendant breached its contract with plaintiff. Count II of the complaint alleged a "Violation of Section 155 of the Illinois Insurance Code" (215 ILCS 5/155 (West 2024)). Count III of the complaint alleged defendant committed fraud in the inducement of the insurance contract. According to count III of the complaint:

"On information and belief, the Rockford, Illinois[,] office with which Plaintiff dealt and in particular the individual in that office assigned to evaluate claims, one Ocean L[e]vine ('L[e]vine') had a practice of denying claims for property damage,

especially hailstorm damage, even though the damage sustained by the policy holder fell within the coverage of the homeowner's MemberSelect policy.”

Plaintiff alleged this information was withheld from her when she renewed her policy on March 25, 2023. Plaintiff alleged she relied on defendant's silence when she renewed her insurance policy.

¶ 14 B. Defendant's Motion to Dismiss

¶ 15 On June 2, 2025, defendant filed a motion to dismiss plaintiff's complaint pursuant to section 2-619 of the Procedure Code (735 ILCS 5/2-619 (West 2024)). Defendant noted plaintiff's complaint arose from an alleged loss on June 29, 2023, but plaintiff's complaint was not filed until April 21, 2025. Defendant pointed to the following limitation provision from plaintiff's insurance policy:

“We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

However, this one year period is extended by the number of days between the day proof of loss is submitted and the date the claim is denied in whole or in part.” (Emphasis omitted.)

Defendant stated plaintiff reported the claim at issue on or about August 3, 2023. On August 23, 2023, defendant sent plaintiff a letter which stated it was partially denying coverage for a portion of the claimed roof damage based upon its investigation. Defendant's letter notified plaintiff that zero days had been tolled on the policy's one-year statute of limitations and that her deadline to file suit remained June 29, 2024. Because plaintiff did not file her complaint until more than one year after the alleged damage occurred, defendant argued plaintiff's complaint was untimely. Defendant also argued the policy's tolling provisions were not applicable to plaintiff's complaint

because plaintiff did not provide defendant with any sworn proof of loss before she filed her lawsuit. Further, defendant indicated it properly notified plaintiff of the June 29, 2024, deadline to file suit in its August 23, 2023, partial denial letter. Thus, defendant argued plaintiff’s complaint was not timely filed and should be dismissed with prejudice. In the alternative, if the trial court determined plaintiff’s complaint was timely filed, defendant asked the court to dismiss counts II and III of plaintiff’s complaint on other grounds.

¶ 16 C. Plaintiff’s Response to Defendant’s Motion to Dismiss

¶ 17 On June 12, 2025, plaintiff filed a response to defendant’s motion to dismiss. Plaintiff argued defendant waived its policy’s one-year limitation provision. According to plaintiff’s response:

“On June 24, 2024, five days prior to the expiration of the contractual time-limit to file suit, Plaintiff’s counsel sent a letter to Defendant (a copy of which is attached as Exhibit D to the [complaint]) in which the attorney stated that Plaintiff had demanded a re-inspection of her roof [citation] and requested that a litigation hold be placed on all documentation related to the claim.” (Emphases omitted.)

Based on our review, the record does not contain a letter dated June 24, 2024, from plaintiff’s counsel to defendant. Exhibit D to plaintiff’s complaint is a letter dated October 25, 2024, from plaintiff’s counsel to defendant. Plaintiff did attach as an exhibit to her response an e-mail she sent to Ocean Levine on June 26, 2024, which stated, “I hereby request a reinspection of my roof—re: claim #401756960.” According to plaintiff’s response, on June 27, 2024, defendant notified plaintiff a reinspection of her roof would be conducted and her claim reevaluated. However, the plaintiff’s “declaration,” subject to penalties of perjury, which she attached to her response, stated she “received a telephone call from [Levine]” and “[r]elying on L[e]vine’s representation, [she]

instructed my attorney not to file suit against the Defendant at that time.” Plaintiff then refrained from filing suit against defendant. Plaintiff argued in her response:

“*[P]rior to the June 29, 2024[,]* contractual deadline, the Defendant, faced with *the choice of standing on its denial of coverage and being sued or waiving the one-year contractual limitation on filing suit*, responded by ordering a reinspection of the roof in order to reevaluate the claim. In reliance thereof, *Plaintiff refrained from filing suit* and the inspection occurred five weeks after the one-year contractual limitation at issue had expired.

* * *

Nothing could be more inconsistent with any intention by Defendant to stand on the contractual one-year limitation than its action in ordering a re-inspection *to occur after the one-year contractual limitations period had expired* to forestall threatened litigation. Indeed, consistent with its waiver of this contractual limitation, the Defendant, in its October 29, 2024[,] response to the demand for a litigation hold, informed Plaintiff that the Defendant ‘has taken steps to preserve the information over which it has care, custody, and control.’ *See Exhibit ‘C’ hereto.* This would have been unnecessary had Defendant been intent on asserting the contractual limitation at issue.” (Emphases in original.)

Plaintiff argued this established a question of material fact regarding defendant’s waiver of its contractual limitation.

¶ 18 Moreover, regardless of waiver, plaintiff also argued defendant was estopped from relying on that limitation provision. According to plaintiff, defendant could not “accede to a demand for re-inspection in order to successfully forestall imminent litigation and then, having

delayed the filing of the suit beyond the June 29, 2024[,] contractual deadline, contend that the Plaintiff failed to act within the time-limit imposed by the policy.”

¶ 19 D. Defendant’s Reply to Plaintiff’s Response

¶ 20 On July 7, 2025, defendant filed its reply to plaintiff’s response to its motion to dismiss, arguing it did not waive the one-year limitation provision. According to its reply:

“Plaintiff argues that Defendant waived the statute of limitations by agreeing to a re-inspection of the subject roof on June 27, 2024. [Citation.] As [p]laintiff concedes, this re-inspection occurred over 10 months after Defendant denied the claim on August 23, 2023. [Citation.] As such, the alleged waiver by Defendant occurred post-denial and post Defendant informing Plaintiff of the statute of limitations deadline.”

Defendant noted Illinois courts have held the postdenial reinvestigation of a claim does not toll or reset the statute of limitations when the original denial of the claim was not withdrawn. Defendant asserted plaintiff had no evidence defendant withdrew its initial denial when it agreed to reinspect the roof in June 2024.

¶ 21 E. Trial Court’s Ruling

¶ 22 On August 29, 2025, after the trial court held a hearing on defendant’s motion to dismiss pursuant to section 2-619(a)(5) of the Procedure Code, the court granted the motion to dismiss plaintiff’s complaint as untimely.

¶ 23 This appeal followed.

¶ 24 II. ANALYSIS

¶ 25 This case centers on plaintiff’s assertion her home’s roof sustained hail damage on June 29, 2023, for which she filed an insurance claim with defendant. On August 23, 2023,

defendant sent plaintiff a letter partially denying her claim. In the letter, defendant informed plaintiff she had until June 29, 2024, to file suit against defendant if she wanted to challenge the denial of her claim. Plaintiff did not file her complaint in this case until April 21, 2025.

¶ 26 Defendant filed a motion to dismiss plaintiff's complaint pursuant to section 2-619(a)(5) of the Procedure Code (735 ILCS 5/2-619(a)(5) (West 2024)), arguing plaintiff's complaint was untimely pursuant to a limitation provision in the insurance policy it issued to plaintiff. Plaintiff argued defendant could not rely on the limitation provision because it either waived the provision or should be estopped from enforcing it. The trial court dismissed plaintiff's complaint as untimely. On appeal, plaintiff challenges the court's ruling.

¶ 27 A. Standard of Review and the Trial Court's Reasoning

¶ 28 We apply a *de novo* standard when reviewing the dismissal of a complaint. *Vala v. Pacific Insurance Co.*, 296 Ill. App. 3d 968, 970 (1998). "In conducting *de novo* review, the appellate court will examine the complaint and all evidentiary material before the trial court at the entry of the order, construing the evidence and drawing all reasonable inferences in the light most favorable to the plaintiff." *Id.* at 970-71.

¶ 29 According to plaintiff, the trial court erroneously believed "waiver must be derived from explicit communications that unequivocally declare a waiver[,] rejecting the well-settled law of waiver resulting from the conduct of a contractual party." Further, plaintiff argues the trial court erroneously believed "estoppel is not applicable to contractual disputes." However, even assuming, *arguendo*, the trial court's reasoning was flawed regarding plaintiff's waiver and estoppel arguments, this court reviews the trial court's judgment, not its reasoning. *Vantage Hospitality Group, Inc. v. Q Ill Development, LLC*, 2016 IL App (4th) 160271, ¶ 54. As a result, we need not address whether the trial court had some misunderstanding regarding the principles

of waiver and estoppel.

¶ 30

B. Defendant's Motion to Dismiss

¶ 31

Defendant moved to dismiss plaintiff's complaint in its entirety pursuant to section 2-619(a)(5) of the Procedure Code (735 ILCS 5/2-619(a)(5) (West 2024)), which states:

“(a) Defendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief upon any of the following grounds. If the grounds do not appear on the face of the pleading attacked, the motion shall be supported by affidavit:

* * *

(5) That the action was not commenced within the time limited by law.”

According to defendant's motion to dismiss, plaintiff's complaint was untimely pursuant to the following limitation provision found in plaintiff's insurance policy with defendant:

“We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

However, this one year period is extended by the number of days between the day proof of loss is submitted and the date the claim is denied in whole or in part.” (Emphasis omitted.)

¶ 32

When reviewing the dismissal of a complaint pursuant to section 2-619 of the Procedure Code, a reviewing court must consider whether a genuine question of material fact exists and whether the moving party is entitled to judgment as a matter of law. *Smith v. Smith*, 358 Ill. App. 3d 790, 792 (2005). A party opposing a section 2-619 motion to dismiss may submit in the trial court

“affidavits or other proof denying the facts alleged or establishing facts obviating

the grounds of defect, [and] the court may hear and determine the same and may grant or deny the motion. If a material and genuine disputed question of fact is raised the court may decide the motion upon the affidavits and evidence offered by the parties, or may deny the motion without prejudice to the right to raise the subject matter of the motion by answer and shall so deny it if the action is one in which a party is entitled to a trial by jury and a jury demand has been filed by the opposite party in apt time.” 735 ILCS 5/2-619(c) (West 2024).

The pleadings and supporting documents must be considered in a light most favorable to the nonmoving party. *Van Meter v. Darien Park District*, 207 Ill. 2d 359, 367-68 (2003).

¶ 33 Plaintiff does not claim she submitted proof of her loss before defendant denied her claim. Had she done so, pursuant to the plain language of the limitation provision, the deadline for filing her lawsuit against defendant would have been extended past June 29, 2024. She also does not dispute her lawsuit was untimely pursuant to the limitation provision.

¶ 34 However, based on defendant’s alleged actions in the days leading up to the June 29, 2024, deadline and the months thereafter, plaintiff argues defendant either waived the contractual provision at issue or was estopped from enforcing the provision, or the time for her to file her lawsuit had been tolled pursuant to section 143.1 of the Insurance Code (215 ILCS 5/143.1 (West 2024)). Therefore, according to plaintiff, the trial court erred in relying on the deadline established by the limitation provision to dismiss her complaint.

¶ 35 As a result, we must consider whether plaintiff alleged sufficient facts in her complaint and/or provided sufficient other evidence in response to defendant’s motion to dismiss to allow a trier of fact to find defendant either waived the limitation provision or should be estopped from relying on the provision, or plaintiff’s complaint was timely filed pursuant to section

143.1 of the Insurance Code (*id.*).

¶ 36

1. *Waiver*

¶ 37

“Waiver arises from an affirmative act and not by operation of law.” *Western Casualty & Surety Co. v. Brochu*, 105 Ill. 2d 486, 499 (1985). A waiver must be consensual and an “intentional relinquishment of a known right.” *Id.* It may be either express or implied. *Id.* A waiver is unilateral. *Id.* An insured does not have to do anything for an insurer to waive a provision. *Id.* Further, the insured does not have to rely on the waiver. *Id.* An implied waiver occurs when the conduct of a person against whom waiver is asserted is inconsistent with any intention other than to waive a particular known right. *Lumberman’s Mutual Casualty Co. v. Sykes*, 384 Ill. App. 3d 207, 219 (2008) (quoting *Home Insurance Co. v. Cincinnati Insurance Co.*, 213 Ill. 2d 307, 326 (2004)). “Strong proof is not required to show a waiver of a policy defense. Rather, the insured need only demonstrate such facts as would make it ‘unjust, inequitable or unconscionable’ to allow the insurer to assert the defense.” *Id.* at 220.

¶ 38

The material facts regarding plaintiff’s waiver claim do not appear to be in dispute. Plaintiff does not claim defendant made an express waiver of the limitation provision. Instead, she claims defendant’s waiver of the contractual provision was implied. She points to defendant’s agreement to reinspect her roof, defendant’s continued communication with her about the claim after the June 29, 2024, deadline had passed, and its continued review of her claim after that same deadline. According to plaintiff’s brief, “Unless defendant had waived the one-year limitation, there was nothing to review.” (Emphasis omitted.)

¶ 39

However, the alleged facts on which plaintiff relies are not sufficient for a trier of fact to determine defendant’s conduct was inconsistent with any intention other than to waive the limitation provision. See *id.* at 219. Plaintiff was defendant’s customer. Regardless of whether

plaintiff was barred from filing a lawsuit against defendant, defendant had at least two reasons to continue reviewing information its customer provided to it. Those reasons would be customer satisfaction and customer retention.

¶ 40 Further, based on the record in this case, this does not appear to be a situation where defendant was demanding any information from plaintiff after the June 29, 2024, deadline had passed. Instead, defendant was simply considering information plaintiff provided to it. If this court were to rule an insurance company waived its limitation provision by continuing to review information its customer provided after the customer could no longer bring a lawsuit against it, insureds would likely be negatively affected.

¶ 41 Also, based on the record in this case, plaintiff cannot demonstrate it would be “ ‘unjust, inequitable or unconscionable’ ” to allow defendant to assert the limitation provision as a defense against plaintiff. *Id.* at 220. Defendant informed plaintiff of the deadline for her to file a lawsuit against defendant. Further, in the days leading up to this deadline, plaintiff did not tell defendant she was prepared to file a lawsuit against defendant if defendant did not vacate its prior denial and/or approve her claim. Instead, plaintiff told defendant she was prepared to file a lawsuit against defendant if it did not reinspect her roof. In response, defendant agreed to reinspect her roof. Plaintiff does not allege defendant provided her with any assurances her claim would be approved after the roof was reinspected.

¶ 42 *2. Estoppel*

¶ 43 “Estoppel, in the insurance context, requires the insured to establish the following: (1) that he was misled by the acts or statements of the insurer or its agent; (2) reliance by the insured on those representations; (3) that such reliance was reasonable; and (4) detriment or prejudice suffered by the insured based on the reliance.” (Internal quotation marks omitted.) *Id.* at

224. According to plaintiff, whether defendant's alleged conduct in ordering the reinspection of plaintiff's roof and defendant's alleged subsequent conduct constitutes estoppel should be a question for the trier of fact.

¶ 44 Based on this court's decision in *Vala*, plaintiff cannot establish defendant is estopped from enforcing the limitation provision at issue. In *Vala*, 296 Ill. App. 3d at 970, the insured argued his claim against his insurance company was timely and not barred by the limitation provision in his insurance policy because his insurance company agreed to reinvestigate his claim after it had already denied the claim in September 1994. The insured in *Vala* argued the insurance company's September denial was only a preliminary denial and not the final denial of his claim, which did not happen until November 1994. *Id.* at 972.

¶ 45 However, according to this court, while the insurance company agreed to look into the claim after denying it in September 1994, the insurance company never withdrew or vacated its original denial and reviewed the claim again as a courtesy to the plaintiff. This court offered the following explanation:

“[The] plaintiff fears if an insurance company is allowed to reinvestigate a claim as a courtesy without it tolling the limitations period on filing suit the company could lull an insured into complacency by agreeing to reinvestigate a claim after denial and then not reaffirming its denial until after the one-year period for filing suit has expired. Such fears are not well-founded. Neither [the] plaintiff nor any other insured should rely on an insurance company's agreement to reinvestigate a claim as if it were an agreement to vacate the denial and start from scratch. In order to preserve the rights granted under the policy, the insured should file suit against the insurance company within one year of the original denial even

if prior to receipt of the company's report of the results of its reinvestigation." *Id.*

¶ 46 Based on the record in this case, defendant denied plaintiff's claim on August 23, 2023, and informed plaintiff she had until June 29, 2024, to file a lawsuit challenging its decision. Plaintiff failed to do so. Pursuant to *Vala*, plaintiff could not reasonably rely on defendant's agreement to reinspect her roof as having the effect of tolling the deadline for her to file her complaint or as an agreement to vacate defendant's earlier denial of her claim.

¶ 47 Plaintiff also argues the trial court's dismissal of her complaint goes against this court's decision in *Mitchell v. State Farm Fire & Casualty Co.*, 343 Ill. App. 3d 281 (2003), where the plaintiffs were allowed to plead estoppel to prevent their insurance company from asserting a similar limitations period because the plaintiffs had been lulled into believing the defendant was reevaluating their claim.

¶ 48 In *Mitchell*, the plaintiffs' house burned down on November 11, 1999. *Id.* at 282. According to the plaintiffs' second-amended complaint, they had an insurance policy through the defendant that would have covered the loss. *Id.* On May 8, 2000, the defendant sent the plaintiffs a letter notifying them of its decision to deny payment of their claim. *Id.* at 283. This court noted "[t]he denial was based upon [the] plaintiffs' failure to provide documentation and submit to an examination under oath as required by the insurance policy." *Id.* The denial letter sent by the defendant suggested the plaintiffs had to file suit on or before November 11, 2000, if they were inclined to do so. *Id.*

¶ 49 After the claim was denied, the plaintiffs provided the defendant with various documents. *Id.* On May 16, 2000, the defendant informed the plaintiffs that some of the documents the plaintiffs provided satisfied the defendant's prior requests and some did not. *Id.* The defendant told the plaintiffs in a letter, " "This claim remains in a state of denial as indicated in our letter

May[] 8, 2000. When and if you comply with the requests noted herein, we will consider whether such delayed compliance is adequate for a reconsideration of our position on your claim.’ ” *Id.*

¶ 50 Thereafter, the plaintiffs delivered more documentation to the defendant on November 3, 2000. Then, on November 11, 2000, the plaintiffs filed a sworn proof of loss with their insurance agent. *Id.* The plaintiffs indicated their insurance agent told them the insurance investigator gave the agent a list of things plaintiffs still had to do. *Id.* “[The] [p]laintiffs then asked their agent if they needed to have an attorney now that [the] defendant was requesting that more information be submitted. [The] [p]laintiffs’ agent responded that he did not think [the] defendant would be asking for more information if [the] defendant were not willing to settle this claim.” *Id.*

¶ 51 The defendant then sent the plaintiffs a letter on November 16, 2000, stating the plaintiffs’ claim was denied on May 8, 2000, the claim was still denied, and the plaintiffs had not (to the defendant’s knowledge) filed suit within the one-year limitations period. *Id.* With regard to the documents the plaintiffs had provided after May 8, 2000, the defendant’s letter stated:

“ ‘To summarize, if the documents you submitted shortly before the period of limitations expired had been submitted in a timely fashion, they would have constituted the first step towards compliance with the policy conditions but they would not have been adequate to fully comply with the policy conditions. Your untimely and incomplete attempts to reverse our stated denial of the claim are ineffective and the claim remains denied.’ ” *Id.* at 284.

¶ 52 The plaintiffs filed their first complaint on October 24, 2001, and the trial court granted the defendant’s motion to dismiss on the basis the plaintiffs’ suit was barred by the one-year contractual statute of limitations. *Id.* On appeal, this court held the defendant’s May 8, 2000, letter was not a final denial of the plaintiffs’ claim, and the “[d]efendant had the obligation

to consider and respond to any information presented to it during the one-year period.” *Id.* at 285. In addition, with regard to the plaintiffs’ argument the defendant was equitably estopped from asserting the limitations defense, this court stated:

“In this case, *** [the] defendant indicated that it was amenable to reconsidering its decision if [the] plaintiffs provided the requested documentation. Further, according to [the] plaintiffs, on November 11, 2000, the last day [the] plaintiffs had to file suit within the one-year period of limitations, [the] plaintiffs’ insurance agent requested more documentation from [the] plaintiffs and indicated a willingness on [the] defendant’s part to settle the claim. Such actions, if proved true, could have lulled [the] plaintiffs into believing that [the] defendant was still interested in negotiating a settlement beyond the one-year limitations period. This creates a genuine issue of material fact that precludes dismissal pursuant to section 2[-]619. [Citation.] We must therefore reverse and remand for further proceedings.” *Id.* at 286.

¶ 53 The facts in this case are distinguishable from those in *Mitchell*. In this case, defendant denied plaintiff’s claim based on its determination after an investigation that the damage to plaintiff’s roof was not covered by plaintiff’s insurance. Unlike in this case, the defendant in *Mitchell* denied the plaintiffs’ claim based on the plaintiffs’ failure to provide information the defendant claimed it needed to process the claim. It does not appear the defendant in *Mitchell* made a determination that the damages the plaintiffs suffered were not covered by the terms of their insurance policy. In addition, unlike in this case, the defendant in *Mitchell* suggested its denial of the plaintiffs’ claim could change depending on whether the plaintiffs provided the defendant with the information it was requesting.

¶ 54 As stated above, pursuant to this court’s decision in *Vala*, plaintiff could not reasonably rely on defendant’s agreement to reinspect her roof as having the effect of tolling the deadline for her to file her complaint or as an agreement to vacate defendant’s earlier denial of her claim. See *Vala*, 296 Ill. App. 3d at 972.

¶ 55 *3. Tolling*

¶ 56 Plaintiff also argues that if “Defendant’s conduct did not constitute waiver, then at a minimum the one-year contractual limitations period was tolled” pursuant to section 143.1 of the Insurance Code (215 ILCS 5/143.1 (West 2024)), which states:

“Whenever any policy or contract for insurance, except life, accident and health, fidelity and surety, and ocean marine policies, contains a provision limiting the period within which the insured may bring suit, the running of such period is tolled from the date proof of loss is filed, in whatever form is required by the policy, until the date the claim is denied in whole or in part.”

However, plaintiff offers no argument regarding how any time would be tolled pursuant to this statute based on the facts in this case. Illinois Supreme Court Rule 341(h)(7) (eff. Oct. 1, 2020) states points not argued in an appellant’s brief are forfeited and shall not be raised in a reply brief, in oral argument, or on petition for rehearing. As a result, we find plaintiff has forfeited this point and address it no further.

¶ 57 **III. CONCLUSION**

¶ 58 For the reasons stated, we affirm the trial court’s judgment.

¶ 59 Affirmed.