

Dino v. Safeco Insurance Company of America et al.

Year: 2019

Court: Supreme Court of the State of Connecticut

Case Number: S.C. 20197

The underlying case involves insurance companies denying the policyholders' claims for insurance coverage after they discovered severe cracking in their basement walls under policies covering periods between 2000 and 2016. Without reaching the issue of whether the policies provided coverage for the crumbling concrete problem, the trial court determined that the policyholders' "loss" did not occur until the damage was discovered, and therefore only the single policy in effect when the loss was discovered, i.e. "manifested," provided potential coverage. In this brief, UP argues that the trial court erred in applying a "manifestation trigger" to decide which of the Dinos' many insurance policies may afford coverage and urges the Connecticut Supreme Court to adopt a "continuous, trigger," which is supported by the plain language of the coverage provision and by public policy. Under the "continuous trigger," all policies from the initial collapse of the basement wall until the problem was discovered would be triggered.

This brief was drafted pro bono by Proloy K. Das, Marilyn B. Fagelson, and Rachel Snow Kindseth of Murtha Cullina LLP