

## Jemiola v. Hartford Casualty Ins. Co.

Year: 2018

Court: Connecticut Supreme Court

Case Number: S.C. 19978

It is black letter law that ambiguous terms in insurance policies must be construed against the drafter (the insurer) in favor of coverage for the policyholder in accordance with their reasonable expectations. In the case of an inherently vague term such as “collapse” the insurer should be precluded from advancing a position that requires complete collapse or falling down of the structure. Substantial impairment of the structural integrity should qualify, or else the collapse coverage would be rendered illusory. Requiring actual and total collapse is economically wasteful and would conflict with the insured’s contractual obligation and duty to mitigate damages. UP reminded the Court that Connecticut’s jurisprudence strongly favors the doctrines of reasonable expectations or contra proferentem.

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