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LIBERTY INSURANCE CORPORATION ET AL. *v.* THEODORE JOHNSON ET AL. (AC 45933)

Suarez, Seeley and Norcott, Js.

Syllabus

The defendant policyholders, T and K, appealed to this court from the judgment rendered by the trial court, following its granting of a motion for summary judgment filed by the plaintiff insurance companies, L Co., M Co. and S Co., declaring that the plaintiffs did not have a duty to defend or indemnify the defendants in a separate tort action. According to the allegations of the complaint in the tort action, the defendants' son, A, a minor, consumed alcohol at a bar, after which he went to the defendants' house, where he was visibly intoxicated and consumed more alcohol. At some point, A left the defendants' house and operated a motor vehicle owned by T and in which another individual, J, was a passenger. A lost control of the motor vehicle and struck a telephone pole, causing J to sustain personal injuries in the accident. J subsequently commenced the tort action against the bar and its backer, as well as T, K and A. J alleged claims against T and K for, inter alia, negligence. The defendants sought coverage for J's claims from the plaintiffs under a homeowners insurance policy issued by L Co., an automobile insurance policy issued by S Co., and an umbrella insurance policy issued by M Co. Thereafter, the plaintiffs commenced the present declaratory judgment action. The plaintiffs subsequently filed a motion for summary judgment, claiming that no reasonable fact finder could conclude that they had a duty to defend or indemnify the defendants in the tort action because J did not seek damages covered by any of the insurance policies issued to the defendants by the plaintiffs. Specifically, they argued that a motor vehicle exclusion in the homeowners policy that excluded coverage for bodily injury or property damage arising out of, inter alia, the ownership, maintenance or use of a motor vehicle owned or operated by or rented or loaned to an insured barred coverage under the homeowners policy because J's claims against the defendants arose out of T's ownership of the vehicle and A's negligent operation of that vehicle; that the coverage for bodily injury under the automobile policy had been cancelled prior to the date of the accident; and that J's claims were not covered under the umbrella policy because it did not afford coverage against liability for bodily injury arising out of the use of a motor vehicle owned by any insured unless the liability was covered by an underlying policy and, because there was no underlying coverage under the homeowners or automobile policies, there could be no coverage under the umbrella policy. In response, the defendants asserted that, because some of the claims against the defendants in the tort action alleged negligence separate and apart from the motor vehicle accident, including that T and K were negligent by permitting A to consume alcohol at their home and permitting him to leave the home and operate a motor vehicle despite A's intoxication, their alleged negligence did not fall within the scope of the motor vehicle exclusion relied on by the plaintiffs and, thus, there were claims against the defendants in the tort action that fell within the language providing coverage pursuant to the homeowners and umbrella policies. The defendants argued further that, because there were one or more covered claims, they were entitled to a defense in the tort action and questions of fact remained as to whether they were entitled to indemnity under the applicable policies. The defendants made no argument that coverage existed under the automobile policy. On the defendants' appeal to this court, *held*:

1. The defendants could not prevail on their claim that the trial court improperly granted the plaintiffs' motion for summary judgment on the basis of its determination that the motor vehicle exclusion in the homeowners policy applied and, thus, that the plaintiffs had no duty to defend the defendants in the tort action:

a. The trial court properly examined the allegations of the complaint in the tort action to determine whether any one of the specifications of

negligence against T and K could support a claim that falls within coverage under the homeowners policy and, contrary to the defendants' argument that several of the allegations or specifications of negligence in the tort action did not fall within the scope of the motor vehicle exclusion because they involved either negligent supervision or the provision of alcohol by the defendants while in their house and that there was no close link in time, causation or geography between those specifications and the use of a motor vehicle, guiding precedent, namely, *Hogle* v. *Hogle* (167 Conn. 572) and *United Services Automobile Assn.* v. *Kaschel* (84 Conn. App. 139), established that whether the motor vehicle exclusion applied depended on whether there was a sufficient causal link between the bodily injuries claimed in the tort action and the use of a motor vehicle, rather than the negligence alleged and the use of a motor vehicle; moreover, this was not a case in which the allegations in the underlying complaint revealed that the injuries sustained by J could have resulted only from the alleged negligent acts of the defendants while in their home, as the only reasonable interpretation of the complaint in the tort action revealed that the motor vehicle accident was the operative event that gave rise to J's injuries, and, as such, the inescapable conclusion was that those injuries were connected with, had their origins in, grew out of, flowed from, or were incident to the use of an automobile, triggering the motor vehicle exclusion.

b. Although the defendants attempted to distinguish *Hogle* and *Kaschel*, claiming that the trial court should not have relied on those cases in granting the plaintiffs' motion for summary judgment because both of those cases involved insureds whose alleged negligence was not separable from their use of a motor vehicle, the defendant insured in each case was the operator of the motor vehicle, and the alleged negligence in those cases was virtually contemporaneous with the operation of the motor vehicle and occurred at or near where the motor vehicle accident took place, the factors on which the defendants relied to distinguish *Hogle* and *Kaschel* were not the same factors on which those decisions were based, as this court and the Supreme Court did not base those decisions on temporal or geographical factors but focused, instead, on the language of the exclusion in the insurance policy and whether the use of a motor vehicle was connected with the accident that caused the injuries; moreover, the defendants' attempt to distinguish *Hogle* and *Kaschel* on the ground that those cases involved a defendant insured who operated the motor vehicle was undermined by the Supreme Court's statement in *Hogle* that its decision did not depend on whether it was the driver's negligent operation of the motor vehicle or the activities of his dog inside the motor vehicle that constituted the proximate cause of the accident but, rather, depended on whether the use of the motor vehicle was connected with the accident or the creation of a condition that caused the accident; furthermore, *New London County Mutual Ins. Co.* v. *Nantes* (303 Conn. 737) and *New London County Mutual Ins. Co.* v. *Bialobrodec* (137 Conn. App. 474) provided further support for this court's determination that the appropriate inquiry for determining the applicability of the motor vehicle exclusion in the homeowners policy was whether there was a sufficient causal link between the injuries claimed and the use of a motor vehicle, and, accordingly, the defendants' attempt to distinguish *Kaschel* and *Hogle* as a basis for asserting that the motor vehicle exclusion did not apply was unavailing.

2. The defendants could not prevail on their argument that the court improperly failed to construe the homeowners policy from the standpoint of a reasonable layperson, as, aside from citing certain basic principles of insurance law, the defendants made the same arguments about the specifications of negligence concerning their alleged negligent conduct at their home and the lack of a temporal, causal or geographical nexus to the use of a motor vehicle, which this court had already addressed and rejected.

3. The defendants could not prevail on their argument that case law supported the conclusion that a duty to defend existed in the present case: although the defendants pointed to case law involving concurring causes or a predominating efficient cause of a loss in maintaining that the motor vehicle exclusion should not be construed to bar a duty to defend covered, prior alleged causes of the loss, such as the negligence of the defendants, the cases on which the defendants relied were inapposite to the present case and did not involve the question of whether an insurer had a duty to defend in such situations; moreover, to the extent

that the defendants repeated their arguments regarding the lack of a causal connection between the specific allegations of their alleged negligence that occurred at their home and a motor vehicle, prior case law provided that an insurer has a duty to defend only if the underlying complaint reasonably alleges an injury that is covered by the policy, not whether the allegations of negligence are so covered; furthermore, although the defendants relied on case law from other jurisdictions in arguing that courts in such cases have concluded that a motor vehicle exclusion does not apply under circumstances analogous to the present case, in light of this court's determination that the decision in the present case was controlled by *Hogle* and *Kaschel*, as well as other applicable Connecticut precedent, this court did not need to look outside of Connecticut case law for guidance on this issue.

4. Contrary to the defendants' claim that M Co. had a duty to defend and/or indemnify them under the umbrella policy with respect to the underlying tort action, the clear language of that policy barred coverage for personal injury or property damage arising out of, inter alia, the use of a motor vehicle owned by any insured, unless the liability was covered by an underlying policy or by other valid and collectible insurance, and, because it was undisputed that coverage for bodily injury and property damage under the automobile policy had been deleted prior to the date of the accident that caused J's injuries and this court concluded that the trial court correctly determined that the motor vehicle exclusion in the homeowners policy precluded coverage under that policy, there was no coverage pursuant to an underlying policy.

Argued October 5—officially released December 5, 2023

Procedural History

Action for a declaratory judgment to determine whether the plaintiffs had a duty to defend and indemnify the defendants under certain insurance policies in an action seeking to recover damages for injuries sustained in a motor vehicle accident, brought to the Superior Court in the judicial district of Hartford, where the court, *Reed*, *J.*, granted the plaintiffs' motion for summary judgment and rendered judgment thereon, from which the defendants appealed to this court. *Affirmed.*

Joseph M. Busher, *Jr.*, for the appellants (defendants).

Kerry R. Callahan, with whom was *Andrew W. O'Sullivan*, for the appellees (plaintiffs).

Opinion

SEELEY, J. The defendants, Theodore Johnson (Theodore) and Kim Johnson (Kim),[1] appeal from the judgment rendered by the trial court following its granting of a motion for summary judgment filed by the plaintiffs, Liberty Insurance Corporation (Liberty Insurance), Liberty Mutual Insurance Company (Liberty Mutual) and Safeco Insurance Company of Illinois (Safeco).[2] The primary issue in this appeal concerns whether the trial court properly determined that there was no genuine issue of material fact that the plaintiffs do not have a duty to defend the defendants from claims asserted against them in a separate action that stemmed from a motor vehicle accident in which the defendants' son, Aaron Johnson (Aaron), was driving a motor vehicle owned by Theodore when he lost control of the vehicle and struck a telephone pole, causing serious injuries to a passenger in the vehicle, Jordan Torres. We affirm the judgment of the court.

The record reveals the following undisputed facts and procedural history. At some point prior to 1:33 a.m. on December 26, 2019, Aaron left the defendants' house and operated a 1997 Audi A4 2.8 Quattro (Audi) owned by Theodore. Torres was a passenger in the Audi at the time. As Aaron attempted to navigate a curve, he lost control of the Audi, crossed into the westbound lane of traffic, and left the roadway, striking a telephone pole.

Torres, who sustained personal injuries in the accident, subsequently commenced an action (Torres action) against a bar in Newington and its backer, as well as Theodore, Kim and Aaron. In the Torres action, Torres alleged that, on December 25, 2019, Aaron, a minor, consumed alcohol at the bar, after which he went to the defendants' house in Glastonbury, where he was visibly intoxicated and consumed more alcohol. Torres alleged claims against Theodore for negligence and vicarious liability[3] related to the negligence of Aaron. The negligence claim against Theodore alleges that the accident and Torres' resulting "injuries, damages, and losses . . . were caused by the negligence of [Theodore] in one or more of the following ways: (a) In that [Theodore] allowed and/or permitted [Aaron] to consume alcohol and/or liquor at his home despite [Aaron] being a minor; (b) in that [Theodore] allowed access to and/or furnished alcohol to a minor, [Aaron]; (c) in that [Theodore] allowed [Aaron] to leave his home despite his intoxication; (d) in that [Theodore] allowed [Aaron] to operate a motor vehicle he owned despite his intoxication; (e) in that [Theodore] allowed [Aaron] to operate his vehicle despite his intoxication; (f) in that [Theodore] allowed [Aaron] to operate his vehicle despite lacking competence on proper and safe operation of said vehicle; (g) in that [Theodore] allowed [Aaron] to operate his vehicle in such a way as to endanger the well-being of [Torres] as his passenger; (h) in

that [Theodore] permitted [Aaron], a minor, to possess alcohol and/or liquor in his home and failed to take reasonable efforts to halt such possession and/or consumption in violation of [General Statutes] § 30-89a; [and] (i) in that [Theodore] failed to supervise [Aaron] and his guests while in his home." Torres also asserted a claim of negligence against Kim, which is nearly identical to the one against Theodore except that it excludes any allegation that she owned the vehicle driven by Aaron.

Following the commencement of the Torres action, the defendants sought coverage from the plaintiffs for Torres' claims under three policies of insurance: (1) a homeowners insurance policy issued to the defendants by Liberty Insurance (homeowners policy); (2) an automobile insurance policy issued to the defendants by Safeco (automobile policy); and (3) an umbrella insurance policy issued to the defendants by Liberty Mutual (umbrella policy). Thereafter, the plaintiffs commenced the present action seeking a judgment declaring that the plaintiffs are not obligated to defend or indemnify the defendants with respect to the Torres action.

The plaintiffs subsequently filed a motion for summary judgment. In support thereof, the plaintiffs argued that no reasonable fact finder could conclude that they have a duty to defend or indemnify the defendants in the Torres action because, in that action, Torres did not seek damages covered by any of the policies of insurance issued to the defendants by the plaintiffs. Specifically, they based that argument on an exclusion in the homeowners policy that excludes coverage for " 'bodily injury' or 'property damage' . . . arising out of (1) [t]he ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an 'insured' [motor vehicle exclusion] . . . ." Thus, according to the plaintiffs, because the claims asserted against the defendants in the Torres action arose out of Theodore's ownership of the Audi, as well as Aaron's negligent operation of that vehicle, the motor vehicle exclusion barred coverage under the homeowners policy.

With respect to the automobile policy, the plaintiffs asserted that the policy's coverage for bodily injury for the Audi had been cancelled prior to the date of the accident, at the request of the defendants. The plaintiffs provided documentation demonstrating that coverage for bodily injury and property damage had been deleted from the automobile policy, effective December 12, 2019, including a letter from Safeco to the defendants confirming their change in coverage and an affidavit attesting to the accuracy of the letter and its contents. Finally, as to the umbrella policy, the plaintiffs argued that it "does not afford coverage against liability for bodily injury arising out of the use of a motor vehicle

owned by any insured unless the liability is covered by an underlying policy." That is, because there is no underlying coverage under the homeowners or automobile policies, there can be no coverage under the umbrella policy.

The defendants filed a memorandum of law in opposition to the motion for summary judgment, arguing that, because some of the claims against the defendants in the Torres action allege negligence separate and apart from the motor vehicle accident, their alleged negligence does not fall within the scope of the motor vehicle exclusion relied on by the plaintiffs and, thus, there are claims against the defendants in the Torres action that fall within the language providing coverage pursuant to the homeowners and umbrella policies. Therefore, "a reasonable policyholder could and would likely reasonably believe that the conduct [that] they were alleged to have engaged in would be covered under the language of the homeowners [policy] and thus the umbrella policy." The defendants argued further that, because "there are one or more covered claims, the [defendants] are entitled to a defense in the [Torres action] . . . [and questions of fact remain] as to whether they are entitled to indemnity under the applicable policies."

In an order dated October 3, 2022, the court granted the plaintiffs' motion for summary judgment. In its decision, the court first addressed the motor vehicle exclusion in the homeowners policy, concluding that, because "the claims for bodily injury [in the Torres action] arise from the ownership and use of [Theodore's] vehicle . . . the motor vehicle exclusion under the homeowners policy applies. Accordingly, coverage for the bodily injury claims brought by Torres against Theodore and Kim . . . arising from their son's negligent operation of a motor vehicle is barred under this exclusion in their homeowners policy. Similarly, the defendants' homeowners policy . . . contains an exclusion for claims for vicarious liability, which the court concludes bars coverage for vicarious liability claims against [Theodore] for his son's actions." The court next addressed the automobile policy, which it found had been cancelled, at the defendants' request, as of December 11, 2019, prior to the date of the accident. In light of its conclusion that the motor vehicle exclusion in the homeowners policy barred coverage and its finding that the automobile policy had been cancelled prior to the date of the accident, the court concluded that "there was no underlying policy to support coverage under the defendants' umbrella policy, which excludes coverage for bodily injury claims involving the ownership or use of a vehicle owned by the insured which is not 'covered by an underlying policy or by other valid and collectible insurance.' "[4] From the judgment rendered in favor of the plaintiffs, the defendants appealed to this court. Additional facts and

procedural history will be set forth as necessary.

Before we address the merits of the appeal, we set forth our standard of review and well settled principles governing the interpretation of insurance contracts. "The standard of review of a trial court's decision granting [a motion for] summary judgment is well established. Practice Book § 17-49 provides that summary judgment shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party. . . . The courts are in entire agreement that the moving party . . . has the burden of showing the absence of any genuine issue as to all the material facts . . . . When documents submitted in support of a motion for summary judgment fail to establish that there is no genuine issue of material fact, the nonmoving party has no obligation to submit documents establishing the existence of such an issue. . . . Once the moving party has met its burden, however, the [nonmoving] party must present evidence that demonstrates the existence of some disputed factual issue. . . . A material fact . . . [is] a fact which will make a difference in the result of the case. . . . Our review of the trial court's decision to grant the defendant's motion for summary judgment is plenary." (Citations omitted; internal quotation marks omitted.) *Dusto* v. *Rogers Corp.*, 222 Conn. App. 71, 87, A.3d (2023).

"Our standard of review for interpreting insurance policies is [also] well settled. The construction of an insurance policy presents a question of law that we review de novo. . . . When construing an insurance policy, we look at the [policy] as a whole, consider all relevant portions together and, if possible, give operative effect to every provision in order to reach a reasonable overall result. . . . Insurance policies are interpreted based on the same rules that govern the interpretation of contracts. . . . In accordance with those rules, [t]he determinative question is the intent of the parties . . . . If the terms of the policy are clear and unambiguous, then the language, from which the intention of the parties is to be deduced, must be accorded its natural and ordinary meaning. . . . In determining whether the terms of an insurance policy are clear and unambiguous, [a] court will not torture words to import ambiguity where the ordinary meaning leaves no room for ambiguity . . . . Similarly, any ambiguity in a contract must emanate from the language used in the contract rather than from one party's subjective perception of the terms. . . . As with contracts generally, a provision in an insurance policy is ambiguous when it is reasonably susceptible to more than one reading. . . . Under those circumstances, any ambiguity in the terms of an insurance policy must be construed

in favor of the insured . . . .

"The question of whether an insurer has a duty to defend its insured is purely a question of law . . . . An insurer's duty to defend is determined by reference to the allegations contained in the [underlying] complaint. . . . The duty to defend does not depend on whether the injured party will successfully maintain a cause of action against the insured but on whether [the complaint] stated facts which bring the injury within the coverage. . . . If an allegation of the complaint falls even possibly within the coverage, then the insurance company must defend the insured. . . . That being said, an insurer has a duty to defend only if the underlying complaint *reasonably* alleges an injury that is covered by the policy. . . . [W]e will not predicate the duty to defend on a reading of the complaint that is . . . conceivable but tortured and unreasonable. . . . There is also no duty to defend if the complaint alleges a liability which the policy does not cover . . . . Because the duty to defend is broader in scope than the duty to indemnify, an insurer that does not have a duty to defend likewise will not have a duty to indemnify. . . .

"To prevail on a motion for summary judgment on a claim for breach of the duty to defend, an insurer must establish that there is no genuine issue of material fact either that no allegation of the underlying complaint falls even possibly within the scope of the insuring agreement or, even if it might, that any claim based on such an allegation is excluded from coverage under an applicable policy exclusion. In presenting countervailing proof, the insurer, no less than the insured, is necessarily limited to the provisions of the subject insurance policy and the allegations of the underlying complaint. Therefore, it is only entitled to prevail under a policy exclusion if the allegations of the complaint clearly and unambiguously establish the applicability of the exclusion to each and every claim for which there might otherwise be coverage under the policy.

"An insured, in turn, may rebut an insurer's claim that it has no duty to defend him in the light of an applicable policy exclusion by showing that at least one of his allegations, as pleaded states a claim that falls even possibly outside the scope of the exclusion or within an exception to that exclusion. Unless the allegations of any such underlying claim fall so clearly and unambiguously within a policy exclusion as to eliminate any possible coverage, the insurer must provide a defense to its insured." (Citations omitted; emphasis in original; internal quotation marks omitted.) *Stewart* v. *Old Republic National Title Ins. Co.*, 218 Conn. App. 226, 239–41, 291 A.3d 1051 (2023); see also *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, 308 Conn. 146, 156, 61 A.3d 485 (2013) (despite breadth of rule that duty to defend is triggered whenever complaint

alleges facts that potentially could fall within scope of coverage, our Supreme Court has "recognized the necessary limits of [that] rule" and "will not predicate the duty to defend on a reading of the complaint that is . . . conceivable but tortured and unreasonable" (internal quotation marks omitted)).

With these principles in mind, we turn to the defendants' claim on appeal. The defendants' principal claim on appeal is that the court improperly granted the plaintiffs' motion for summary judgment on the basis of its determination that the motor vehicle exclusion in the homeowners policy applies and, thus, that the plaintiffs have no duty to defend the defendants in the Torres action. In support of that claim, the defendants raise a number of arguments, namely, (1) the court "erred because it did not view the allegations of negligence against the defendants to determine whether any one of the specifications could support a claim within the coverage," (2) the court improperly relied on case law involving alleged negligence of motor vehicle operators, which is distinguishable from the circumstances in the present case, (3) the court improperly failed "to construe the homeowners policy from the standpoint of a reasonable layperson," (4) case law supports the conclusion that a duty to defend exists in the present case, and (5) "[d]uties to defend and/or indemnify exist under the umbrella policy."

I

We address the defendants' first two arguments together. The defendants' first argument is that the court improperly failed to examine the allegations of the complaint in the Torres action to determine whether any one of the specifications of negligence against Theodore and Kim could support a claim that falls within coverage under the homeowners policy.[5] This argument is premised on the long-standing principle that "[a]n insurer's duty to defend is triggered if at least one allegation of the complaint falls even *possibly* within the coverage." (Emphasis in original; internal quotation marks omitted.) *Capstone Building Corp.* v. *American Motorists Ins. Co.*, 308 Conn. 760, 805, 67 A.3d 961 (2013); see id., 806 ("the duty to defend is triggered whenever a complaint alleges facts that *potentially* could fall within the scope of coverage" (emphasis in original; internal quotation marks omitted)). In their second argument, the defendants attempt to distinguish case law on which the trial court relied in making its decision.

With respect to the defendants' first argument, count nine of the complaint in the Torres action alleges nine specifications of negligence against Theodore, and count ten alleges eight specifications of negligence against Kim, in that each count alleges that either Theodore or Kim was negligent "in one or more of the following ways . . . ." The defendants argue that a number

of those allegations or specifications of negligence do not fall within the scope of the motor vehicle exclusion because they involve either negligent supervision or the provision of alcohol by the defendants while in their house and are disconnected from the use of a motor vehicle. The specific allegations of negligence on which the defendants rely include the following, as set forth in count nine: "(a) [i]n that [Theodore] allowed and/or permitted [Aaron] to consume alcohol and/or liquor at his home despite [Aaron] being a minor; (b) in that [Theodore] allowed access to and/or furnished alcohol to a minor, [Aaron]; (c) in that [Theodore] allowed [Aaron] to leave his home despite his intoxication . . . (h) in that [Theodore] permitted [Aaron], a minor, to possess alcohol and/or liquor in his home and failed to take reasonable efforts to halt such possession and/or consumption in violation of . . . § 30-89a; [and] (i) in that [Theodore] failed to supervise [Aaron] and his guests while in his home." Identical allegations of negligence were made against Kim in count ten, although the numbering differs slightly. According to the defendants, "there is no close temporal link, no necessary causal link, and no geographic link between the identified specifications of negligence and the use or ownership of a [motor] vehicle."[6] The defendants therefore argue that, "because any one of the five identified specifications of negligence as to Theodore . . . and . . . [Kim] is sufficient to establish a duty to defend, the court erred in granting [the motion for] summary judgment." We do not agree.

Our decision is guided by *Hogle* v. *Hogle*, 167 Conn. 572, 356 A.2d 172 (1975), and *United Services Automobile Assn.* v. *Kaschel*, 84 Conn. App. 139, 851 A.2d 1257, cert. denied, 271 Conn. 917, 859 A.2d 575 (2004), which we first briefly discuss. In *Hogle*, the plaintiff wife brought an action against her husband seeking to recover damages for personal injuries she sustained when the automobile in which she was a passenger and which was being driven by her husband was involved in a collision. *Hogle* v. *Hogle*, supra, 574. The husband filed a third-party complaint against his insurance company, claiming that the accident was caused by his dog, which had jumped from the rear seat to the front seat, striking him while he was driving, and that his homeowners insurance policy extended coverage to him for any injuries or damage caused by the activities of his dog. Id., 574–75. The insurer claimed, as a defense to the third-party action, that coverage was specifically excluded by the terms of the homeowners policy, which provided that coverage "shall not apply to the ownership, maintenance, operation, use, loading or unloading of (1) automobiles . . . while away from the premises . . . ." (Internal quotation marks omitted.) Id., 575. Specifically, the insurer asserted that the sums the husband became liable to pay after he settled the underlying action with his wife were excluded from coverage

because they arose from his operation or use of his car away from the covered premises. Id., 575–76. The trial court granted the insurer's motion for summary judgment as to the third-party complaint, and the husband appealed. Id., 576.

On appeal, our Supreme Court concluded that the trial court properly granted the insurer's motion for summary judgment. In doing so, the court addressed the meaning of the language "arise out of" the "use" of an automobile, explaining: "[I]t is generally understood that for liability for an accident or an injury to be said to 'arise out of' the 'use' of an automobile for the purpose of determining coverage under the appropriate provisions of a liability insurance policy, it is sufficient to show only that the accident or injury 'was connected with,' 'had its origins in,' 'grew out of,' 'flowed from,' or 'was incident to' the use of the automobile, in order to meet the requirement that there be a causal relationship between the accident or injury and the use of the automobile." Id., 577. The court further stated: "[The insurer's] obligation to pay the judgment rendered in favor of [the wife] does not depend on whether it was [the husband's] negligent operation of the car, or the activities of his dog inside the car, which constituted the proximate cause of the accident, and, consequently, of [the wife's] injuries, as [the husband] contends. Such obligation, rather, depends in this case on another fact, namely, whether [the husband's] use of his car was connected with the accident or the creation of a condition that caused the accident. . . . Our review of the pleadings, affidavits, and other proofs submitted discloses no genuine issue between [the husband] and [the insurer] on the fact that his use of the automobile was in some way connected with the accident which resulted in the injuries complained of by [his wife]. His liability to pay the damages assessed against him in the judgment rendered in favor of [the wife], then, can be said to have arisen from his use of the automobile while away from the insured premises, so that coverage under the homeowner's policy was expressly excluded." (Citations omitted; internal quotation marks omitted.) Id., 578–79.

In *Kaschel*, like in the present case, the plaintiff insurer brought a declaratory judgment action seeking a determination of whether it was obligated, pursuant to a homeowners insurance policy it had issued to its insured, John T. Kelly, who died prior to the commencement of the declaratory judgment action, to defend and to indemnify the defendant Brian Kaschel, the administrator of the insured's estate, in an underlying tort action. *United Services Automobile Assn.* v. *Kaschel*, supra, 84 Conn. App. 140–41. The underlying tort action concerned an incident in which Robert Choquette was injured when his motorcycle was struck by an automobile operated by Kelly, who allegedly was intoxicated at the time. Id., 141. After the collision, Kelly allegedly

exited his vehicle to check Choquette's condition but then left the scene without calling for help or rendering assistance. Id. Choquette subsequently commenced a tort action against Kelly alleging that Kelly was negligent and reckless in the operation of his vehicle and that Kelly's negligent failure to render aid and assistance to Choquette exacerbated his injuries. Id., 141–42. In the declaratory judgment action, the trial court granted the plaintiff insurer's motion for summary judgment as to the counts alleging Kelly's negligent and reckless operation of his vehicle, as those counts were excluded from coverage under a provision in the policy excluding coverage for claims of bodily injury or property damage " 'arising out of . . . the . . . use . . . of motor vehicles . . . owned or operated by . . . an insured,' " which is virtually identical to the language of the motor vehicle exclusion in the present case. Id., 142, 145. The trial court, however, denied the motion for summary judgment as to the count concerning Kelly's actions in leaving the scene without rendering assistance, as the court found that those actions "were independent of the events leading to the accident and Kelly's use of his vehicle." Id., 142.

The primary issue before this court on appeal was "whether the injuries that [Choquette] allegedly sustained as a result of Kelly's failure to render aid to him arose out of Kelly's use of his motor vehicle for purposes of exclusion from coverage under the homeowner's insurance policy." Id., 144. In concluding that the trial court "incorrectly determined that those injuries did not arise out of Kelly's use of his motor vehicle"; id.; this court, relying on *Hogle*, stated: "In the present case, it is clear that, pursuant to *Hogle*, any injuries that [Choquette] allegedly sustained as a result of Kelly's failure to render aid to him arose out of Kelly's use of his motor vehicle. The motor vehicle accident was the operative event giving rise to the injuries alleged in . . . the amended complaint and, therefore, those injuries were connected with, had [their] origins in, grew out of, flowed from, or were incident to . . . the use of the vehicle. This is not a case in which the allegations in the underlying complaint reveal that the injuries could have resulted only from the wholly independent act of failing to render aid." (Citation omitted; footnote omitted; internal quotation marks omitted.) Id., 146.

Guided by this precedent, we now turn to the present case. Whether the plaintiffs have a duty to defend depends on whether the complaint in the Torres action states facts that bring Torres' claim for damages within coverage of the homeowners policy.[7] See *Lift-Up, Inc.* v. *Colony Ins. Co.*, 206 Conn. App. 855, 869, 261 A.3d 825 (2021) (resolution of issue of whether insurer had duty to defend required court to examine allegations of operative complaint in personal injury action and language of insurance policy); *Edelman* v. *Pacific Employers Ins. Co.*, 53 Conn. App. 54, 59, 728 A.2d 531

("[a]n insurer's duty to defend . . . is determined by reference to the allegations contained in the [injured party's] complaint" (internal quotation marks omitted)), cert. denied, 249 Conn. 918, 733 A.2d 229 (1999); *Schwartz* v. *Stevenson*, 37 Conn. App. 581, 584, 657 A.2d 244 (1995) ("[a] duty to defend an insured arises if the complaint states a cause of action which appears on its face to be within the terms of the policy coverage" (internal quotation marks omitted)). We, thus, must examine the allegations of the complaint in the Torres action in light of the language of the homeowners policy and the motor vehicle exclusion contained therein. Although some of the allegations in the negligence counts against the defendants in the Torres action concern conduct by the defendants that occurred at their home in Glastonbury, those counts clearly and unambiguously state that the injuries and damages complained of were sustained "[a]s a result of the collision . . . ." In other words, the operative event that gave rise to the injuries and damages sustained by Torres, as alleged in the complaint, was the motor vehicle accident; therefore, like in *Kaschel*, "those injuries were connected with, had [their] origins in, grew out of, flowed from, or were incident to . . . the use of the vehicle." (Citation omitted; internal quotation marks omitted.) *United Services Automobile Assn.* v. *Kaschel*, supra, 84 Conn. App. 146.

Moreover, *Hogle* specifically provides guidance on how the language in the motor vehicle exclusion in the present case is to be construed and directs that, for there to be a causal relationship between the accident and the use of an automobile, "it is sufficient to show only that the *accident* or *injury* 'was connected with,' 'had its origins in,' 'grew out of,' 'flowed from,' or 'was incident to' the use of the automobile . . . ." (Emphasis added.) *Hogle* v. *Hogle*, supra, 167 Conn. 577. Additionally, "our courts have given an expansive meaning to the phrase '*arising out of*' when used in an insurance policy." (Emphasis in original.) *Lift-Up, Inc.* v. *Colony Ins. Co.*, supra, 206 Conn. App. 873; see also *Board of Education* v. *St. Paul Fire & Marine Ins. Co.*, 261 Conn. 37, 43, 801 A.2d 752 (2002) ("the term 'use' with reference to motor vehicles is to be interpreted broadly"). There is no dispute in the present case that there is a sufficient causal relationship between the injuries sustained by Torres in the motor vehicle accident, as alleged in the complaint, and Aaron's use of the Audi.

In relying on the five specifications of negligence that relate to their alleged negligence while in their home in support of their claim that at least one allegation of the complaint in the Torres action falls possibly within coverage, the defendants assert that because there is no close link in time, causation or geography between those identified specifications and the use of a vehicle, those allegations give rise to a duty to defend on the part of the plaintiffs. The defendants, however, have

misconstrued the language of the motor vehicle exclusion. That provision excludes coverage for *bodily injury arising out of* the use of a motor vehicle; it does not exclude coverage for *negligence* arising out of the use of a motor vehicle. The appropriate inquiry for determining whether the motor vehicle exclusion applies, therefore, is whether there is a sufficient causal link between the *bodily injuries* claimed in the Torres action and the use of a motor vehicle, and that is consistent with both *Hogle* and *Kaschel*. See also *New London County Mutual Ins. Co.* v. *Nantes*, 303 Conn. 737, 754–55, 36 A.3d 224 (2012) (in construing nearly identical motor vehicle exclusion in insurance policy, our Supreme Court stated that issue "is whether [the] *injuries* were connected with, had their origins in, grew out of, flowed from, or were incident to the employment of the automobile" (emphasis added)). Moreover, this is not a case in which the allegations in the underlying complaint reveal that the injuries sustained by Torres could have resulted only from the alleged negligent acts of the defendants while in their home. As we stated, the only reasonable interpretation of the complaint in the Torres action reveals that the motor vehicle accident was the operative event that gave rise to Torres' injuries, and, as such, the inescapable conclusion is that those injuries were connected with, had their origins in, grew out of, flowed from, or were incident to the use of an automobile. See *Hogle* v. *Hogle*, supra, 167 Conn. 577.

The defendants attempt to distinguish *Hogle* and *Kaschel*, claiming that the trial court should not have relied on those cases in granting the plaintiffs' motion for summary judgment. Specifically, they base that argument on the facts that both of those cases "involved insureds whose alleged negligence was not separable from their use of a motor vehicle," the defendant insured in each case was the operator of the motor vehicle, and the alleged negligence in those cases was "virtually contemporaneous with the operation of the motor vehicle" and occurred at or near where the motor vehicle accident took place. We are not persuaded.

The factors on which the defendants rely to distinguish *Hogle* and *Kaschel*, which concern the time and location of the alleged negligence in relation to the motor vehicle accident, as well as the negligent actor, are not the same factors on which those decisions were based. In neither case did this court or our Supreme Court rest its decision on the timing of the alleged negligence in relation to the operation of the motor vehicle or whether it occurred at or near the scene of the accident. Rather, the issues on appeal in *Hogle* and *Kaschel*, which are nearly identical to the issue in the present appeal, concerned whether the insurer had a duty to defend and/or indemnify an insured when the homeowners insurance policies at issue excluded coverage for bodily injury or property damage related to

the use of an automobile or arising out of the use of motor vehicles owned or operated by an insured. Indeed, the language of the motor vehicle exclusion in *Kaschel* is virtually identical to the one at issue in the present case. Although the language of the exclusion in *Hogle* differs slightly from the one in the present case, significantly, it excludes coverage for the "use" of a motor vehicle away from the insured premises, and the court's analysis of language in insurance policies concerning liability for an accident or injury "arising out of" the "use" of a motor vehicle is instrumental to our determination of the issue in the present appeal.

In deciding whether the insurer had a duty to defend in each appeal in *Hogle* and *Kaschel*, this court and our Supreme Court did not base those decisions on temporal or geographical factors but focused, instead, on the language of the exclusion in the insurance policy and whether the use of a motor vehicle was connected with the accident that caused the injuries. See *Hogle* v. *Hogle*, supra, 167 Conn. 578; *United Services Automobile Assn.* v. *Kaschel*, supra, 84 Conn. App. 146. Additionally, the defendants' attempt to distinguish *Hogle* and *Kaschel* on the ground that those cases involved a defendant insured who operated the motor vehicle is undermined by our Supreme Court's statement in *Hogle* that its decision did "not depend on whether it was [the husband's] negligent operation of the car, or the activities of his dog inside the car, which constituted the proximate cause of the accident . . . ." *Hogle* v. *Hogle*, supra, 578. Instead, in *Hogle*, the court's determination of whether the insurer had a duty to defend or indemnify depended on whether the "use of [the] car was connected with the accident or the creation of a condition that caused the accident." Id. We agree with the plaintiffs that "*Kaschel* and *Hogle* are controlling and determinative as to what constitutes the 'use' of a motor vehicle as applied to an automobile exclusion in a homeowners insurance policy."

In addition to *Hogle* and *Kaschel*, we also find *New London County Mutual Ins. Co.* v. *Nantes*, supra, 303 Conn. 737, and *New London County Mutual Ins. Co.* v. *Bialobrodec*, 137 Conn. App. 474, 48 A.3d 742 (2012), instructive to our resolution of this appeal. In *Nantes*, two houseguests of the insured homeowner were seriously injured when the homeowner left her car running overnight in an attached garage, which caused the house to fill with carbon monoxide. *New London County Mutual Ins. Co.* v. *Nantes*, supra, 739. The houseguests suffered serious neurological injuries as a result of carbon monoxide poisoning, and they sustained additional injuries when they were dragged from the house, unconscious, by the homeowner. Id., 741. After the houseguests brought an action against the homeowner, the homeowner's insurer commenced a declaratory judgment action, seeking a declaration that the injuries sustained by the houseguests were not cov-

ered by a homeowners insurance policy issued by the insurer; id., 742; which excluded coverage for injuries " '[a]rising out of . . . [t]he . . . use' of a motor vehicle." Id., 740. The trial court rendered judgment in favor of the insurer, finding that there was no coverage under the homeowners insurance policy because the injuries sustained by the houseguests fell within the motor vehicle exclusion of the policy. Id., 744. On appeal, our Supreme Court applied the definition of "arising out of" articulated in *Hogle*; id., 753–54; and concluded that the houseguests' injuries arose out of the use of a motor vehicle. Id., 758. Specifically, the court stated: "Consistent with our reasoning in *Hogle*, the fact that [the homeowner's] use of her motor vehicle was connected to or created a condition that caused [the houseguests'] injuries is enough to bring them within the motor vehicle exclusion. . . . Contrary to the defendants' claim . . . [the] dragging injuries [sustained by the houseguests] arose out of the use of a motor vehicle because [the homeowner's] negligent act of leaving her car running in the garage was the proximate cause of those injuries." Id., 758–59. *Nantes*, therefore, provides further support for our determination that the appropriate inquiry for determining the applicability of the motor vehicle exclusion, which excludes coverage for bodily injury arising out of the use of a motor vehicle, is whether there is a sufficient causal link between the injuries claimed and the use of a motor vehicle.

Bialobrodec involved circumstances and claims very similar to those in the present case. *Bialobrodec* was a declaratory judgment action brought by an insurer in which the trial court granted the insured's motion for summary judgment and rendered judgment in its favor, determining that the insurer had no duty to defend its insureds. *New London County Mutual Ins. Co.* v. *Bialobrodec*, supra, 137 Conn. App. 477. The defendant administrator of the estate of the decedent previously had brought an action against the insured parents for their allegedly negligent supervision of their son, claiming that they had allowed their son "to purchase and, thereafter, to give the decedent access to and use of a motorcycle, a motor vehicle, which the decedent operated and crashed, resulting in his death." Id., 476. The trial court determined that a "motor vehicle exclusion provision[8] and [a] negligent entrustment of a motor vehicle exclusion provision, both contained in a homeowner's insurance policy issued by the [insurer], exclude[d] coverage for the defendant's negligent supervision cause of action." (Footnote added.) Id.

On appeal in *Bialobrodec*, the defendant argued that "the court misconstrued his claim as arising out of the use of the motorcycle, when, in fact, his negligent supervision cause of action arises out of the parents' failure to supervise their son." Id., 477. This court rejected that claim, stating: "In his appellate brief, the defendant argues that the decedent's death was caused by the

parents' negligent supervision of [their son], not by the decedent's use of the motorcycle. . . . The defendant attempts to separate his negligent supervision legal theory from the factual allegations of his complaint against the parents pertaining to the decedent's accident and injuries arising from his use of the motorcycle. The facts alleged by the defendant in his complaint against the parents, however, underlie and undercut his claim that his negligent supervision cause of action stands alone and is separate from any claims arising from the motorcycle accident because they leave no doubt that the injuries for which he seeks to recover arose out of the decedent's use of the motorcycle owned by an insured under the policy issued by the [insurer]. The policy explicitly and unambiguously provides that bodily injury arising out of the use of motor vehicles owned by an insured shall be excluded from policy coverage. Although the alleged facts may support a negligent supervision cause of action against the parents, that does not change the parameters of our review of this appeal. We review the court's determination that the motor vehicle exclusion provisions of the policy applied to the allegations in the first count of the defendant's complaint against the parents, not whether a negligent supervision cause of action might lie against them for their actions or inaction in the supervision of their son.

" 'It is well settled that, [f]actual allegations contained in pleadings upon which the case is tried are considered judicial admissions and hence irrefutable as long as they remain in the case.' . . . *Luster* v. *Luster*, 128 Conn. App. 259, 262 n.6, 17 A.3d 1068, cert. granted on other grounds, 302 Conn. 904, 23 A.3d 1243 (2011). In his complaint against the parents, the defendant thus makes judicial admissions, including that [their son] owned the motorcycle, that the decedent drove the motorcycle and, thus, engaged in the use of the motorcycle, that, while driving the motorcycle, the decedent crashed and that the crash gave rise to the decedent's fatal injuries and, ultimately, to his death. If the decedent had not used and operated the motorcycle, crashed and suffered injuries, any alleged failure of the parents to supervise their son with respect to the motorcycle could not be the basis of a cause of action against them by the defendant. Thus, the defendant seeks compensatory damages against the parents based on his factual allegations that the decedent's fatal injuries arose out of the decedent's use or operation of a motorcycle owned by [the son], an insured under the policy, pursuant to a legal theory that the parents negligently failed to supervise their son. Therefore, we conclude that the court properly determined as a matter of law that the [insurer] does not have a duty to defend the parents against the defendant's negligent supervision cause of action because the terms of the motor vehicle exclusion provision exclude coverage for that negligent supervi-

sion cause of action that arose from the decedent's use of a motor vehicle owned by an insured under the policy." (Footnote omitted.) *New London County Mutual Ins. Co.* v. *Bialobrodec*, supra, 137 Conn. App. 481–82.

This court's analysis in *Bialobrodec* squarely governs the issue before us in the present case. Like the defendant in *Bialobrodec*, the defendants in the present case attempt to separate the allegations of negligence in the Torres action pertaining to their actions in allegedly providing their son with alcohol, failing to supervise their son, and allowing him to leave the premises driving a vehicle while he was intoxicated from the allegations pertaining to the use of a motor vehicle. Those allegations, however, do not stand alone because the allegations of the complaint leave no doubt that the injuries for which Torres sought to recover arose out of Aaron's use of a motor vehicle owned by an insured. See also *Kling* v. *Hartford Casualty Ins. Co.*, 211 Conn. App. 708, 720, 273 A.3d 717 ("[A]lthough negligence unrelated to the use of an auto *may* have contributed to the plaintiff's injuries, those injuries nonetheless arose out of the use of an auto because, again, the plaintiff would not have been injured without [the tortfeasor's] use of two autos: his truck and trailer. Consequently, the role that those autos played in injuring the plaintiff is enough to exclude those injuries from coverage under the policy, regardless of any other nonauto related acts of negligence that may have also contributed to the plaintiff's injuries." (Emphasis in original.)), cert. denied, 343 Conn. 926, 275 A.3d 627 (2022).

Because *Nantes* and *Bialobrodec* provide further support for our resolution of this appeal, the defendants' attempt to distinguish *Kaschel* and *Hogle* as a basis for asserting that the motor vehicle exclusion does not apply is unavailing.

On the basis of our plenary review of the record in this case, including our comparison of the allegations of the complaint in the Torres action with the language of the homeowners policy and the motor vehicle exclusion contained therein, we conclude, as a matter of law, that the plaintiffs have no duty to defend the defendants in the Torres action.

II

The defendants' next claim is that the court improperly failed "to construe the homeowners policy from the standpoint of a reasonable layperson." In support of this claim, they rely on the "basic principle of insurance law that policy language will be construed as laymen would understand it and not according to the interpretation of sophisticated underwriters . . . . [T]he policyholder's expectations should be protected as long as they are objectively reasonable . . . ." *Cody* v. *Remington Electric Shavers*, 179 Conn. 494, 497, 427 A.2d

810 (1980). Aside from quoting that general principle, the defendants make the same arguments about the specifications of negligence concerning their alleged negligent conduct at their home and the lack of a temporal, causal or geographical nexus to the use of a motor vehicle, which we already have addressed and rejected. For example, they assert that "a reasonable insured could expect that the identified allegations would not be excluded by an automobile exclusion, as the allegations are based upon conduct of a different character, separate in time, location, and completed before the automobile collision. This is especially true where the insured was not involved with the use of an automobile and was not an operator of the vehicle." For the reasons already discussed in part I of this opinion, we reject this claim.[9]

III

The defendants next argue that case law supports the conclusion that a duty to defend exists in the present case. They make this argument in two parts: first, they assert that "Connecticut case law recognizes that where there are covered and noncovered causes for an accident, the covered and noncovered causes must be analyzed separately," and second, "case law from other jurisdiction[s] holds that automobile exclusions do not bar coverage for similar allegations." For the reasons that follow, we disagree with both parts of their argument.

With respect to the first part, the defendants rely on case law involving concurring causes or a predominating efficient cause of a loss. See *Frontis* v. *Milwaukee Ins. Co.*, 156 Conn. 492, 242 A.2d 749 (1968); *Edgerton & Sons, Inc.* v. *Minneapolis Fire & Marine Ins. Co.*, 142 Conn. 669, 116 A.2d 514 (1955). Specifically, they point out that "the language contained within the exclusions involved in *Frontis* (building ordinance) and *Edgerton* (load collision) only required an 'indirect' relationship to the loss in order to apply. This is significant since it demonstrates that even when a subsequent event occurs that is within the scope of an exclusion it does not remove an otherwise covered claim from coverage. . . . '[T]he noninsuring clause does not remove the coverage afforded by the general insuring clause.' [*Edgerton & Sons, Inc.* v. *Minneapolis Fire & Marine Ins. Co.*, supra], 674. Accordingly, the motor vehicle exclusion here should not be construed to bar a duty to defend covered, prior alleged causes of the loss, such as the alleged negligence of Kim and Theodore . . . that are temporally, geographically, and causally distinct from the motor vehicle."

The cases on which the defendants rely, however, are inapposite to the present case, which, instead, involves the question of whether an insurer has a duty to defend. It bears repeating that, in cases involving the issue of whether an insurer has a duty to defend, "[a]n

insurer's duty to defend is determined by reference to the allegations contained in the [underlying] complaint"; (internal quotation marks omitted) *Stewart* v. *Old Republic National Title Ins. Co.*, supra, 218 Conn. App. 240; and the policy language. See *Kling* v. *Hartford Casualty Ins. Co.*, supra, 211 Conn. App. 714 (determination of whether duty to defend existed required review of policy language and plaintiff's complaint). After comparing the allegations of the complaint with the language of the motor vehicle exclusion in the present case, we agree with the trial court's determination, as a matter of law, that no duty to defend exists. Additionally, to the extent that the defendants repeat their arguments regarding the lack of a causal connection between the specific allegations of their alleged *negligence* that occurred at their home and a motor vehicle, this court has stated previously that "an insurer has a duty to defend only if the underlying complaint reasonably alleges an *injury* that is covered by the policy"; (emphasis altered; internal quotation marks omitted) *Stewart* v. *Old Republic National Title Ins. Co.*, supra, 240; not whether the allegations of negligence are so covered.

In the second part of their argument, the defendants rely on case law from other jurisdictions, arguing that courts in such cases "have concluded that a motor vehicle exclusion does not apply under circumstances analogous to [the present] case . . . ." In light of our determination that our decision is controlled by *Hogle* and *Kaschel*, as well as other applicable Connecticut precedent, we need not look outside our jurisdiction for guidance on this issue. See *Cohen* v. *Dept. of Energy & Environmental Protection*, 215 Conn. App. 767, 796, 285 A.3d 760 ("[i]n the *absence* of controlling or persuasive Connecticut authority, we look to the law of other jurisdictions" (emphasis added; internal quotation marks omitted)), cert. denied, 345 Conn. 968, 285 A.3d 1126 (2022), and cert. denied, 345 Conn. 969, 285 A.3d 737 (2022).

IV

The defendants' final argument is that "[d]uties to defend and/or indemnify exist under the umbrella policy." This claim requires little discussion. The clear language of the umbrella policy bars coverage for personal injury or property damage "arising out of the ownership, maintenance, use, loading, or unloading of a motor vehicle or watercraft owned, hired or rented by any insured, *unless the liability is covered by an underlying policy* or by other valid and collectible insurance." (Emphasis added.) With respect to the automobile policy, it is undisputed that coverage for bodily injury and property damage had been deleted from that policy, effective December 12, 2019, prior to the date of the accident that caused Torres' injuries. Thus, there was no underlying coverage under that policy at the

time of the accident. We also have concluded that the trial court correctly determined that the motor vehicle exclusion in the homeowners policy precludes coverage under that policy. Accordingly, because there is no coverage pursuant to an underlying policy, Liberty Mutual has no duty under the umbrella policy to defend or indemnify the defendants with respect to the Torres action.

Therefore, the trial court properly granted the plaintiffs' motion for summary judgment and determined, as a matter of law, that the plaintiffs have no duty to defend the defendants in the Torres action.

The judgment is affirmed.

In this opinion the other judges concurred.

[1] In this opinion, we refer to the defendants individually by name when necessary and collectively as the defendants.

[2] In this opinion, we refer to Liberty Insurance, Liberty Mutual and Safeco by name when necessary and collectively as the plaintiffs.

[3] Specifically, count eight of the complaint in the Torres action alleged a claim for vicarious liability against Theodore, asserting that Theodore, as the owner of the Audi, was vicariously liable for the negligence of Aaron. Pursuant to the homeowners insurance policy issued to the defendants by Liberty Insurance, personal liability coverage does not apply to bodily injury or property damage arising out of "[v]icarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above," namely, a motor vehicle. The trial court concluded that the exclusion for claims of vicarious liability barred coverage for the vicarious liability claim against Theodore for his son's actions. The defendants have not challenged this holding on appeal.

[4] In their memorandum in opposition to the motion for summary judgment and before the trial court, the defendants made no argument that coverage exists under the automobile policy, nor have they made any such argument in this appeal. As we stated, the court concluded that the automobile policy had been cancelled, at the defendants' request, prior to the date of the accident and that, as a result, there was no coverage under that policy in effect when the accident occurred on December 26, 2019. In this appeal, the defendants have not challenged the court's finding that the automobile policy had been cancelled prior to the date of the accident. Accordingly, we confine our analysis to the homeowners and umbrella policies.

[5] Although the defendants argue that the court failed to examine the allegations of the complaint in the Torres action to determine whether any one of the specifications of negligence against them could support a claim that falls within coverage under the homeowners policy, any alleged failure of the court to do so is of no consequence given our plenary review over this matter and the fact that we conduct such an examination in this appeal. Nevertheless, it appears from the court's decision that it acknowledged the allegations of negligence relating to the defendants' conduct at their home in serving alcohol to their son but rejected their argument that "there [was] no nexus between their alleged negligence [at their home] and the operation of a motor vehicle." Instead, the court concluded that "[t]he claims by Torres clearly arise from [Aaron's] alleged negligent operation of [Theodore's] car, including driving under the influence. '[T]he motor vehicle accident was the operative agent giving rise to the injuries alleged . . . .' "

[6] Specifically, the defendants argue that it is "unclear when during the subsequent six hours Aaron arrived at [the defendants'] house in Glastonbury and when the [defendants'] allegedly negligent acts or omissions occurred. It is equally uncertain as to the duration of time elapsed between the allegedly negligent acts or omissions identified above and the injuries. There is thus a significant temporal disconnect between the [defendants'] alleged negligence and the alleged injuries." Because the complaint in the Torres action does not allege ownership, operation or use of a motor vehicle by Kim, the defendants further argue that "[t]here is no necessary causal link between [Kim's] alleged negligence and the operation, use or ownership of an automobile." With respect to their argument about the lack of a geographic connection between the defendants and an automobile, the defendants point out

that all of the allegations of negligence concerning them involve conduct that occurred in their home and that there are no allegations of negligence by them for any conduct occurring outside of their home.

[7] "[T]he interpretation of pleadings is always a question of law for the court." (Internal quotation marks omitted.) *Lift-Up, Inc.* v. *Colony Ins. Co.*, 206 Conn. App. 855, 871, 261 A.3d 825 (2021).

[8] The language of the motor vehicle exclusion in *Bialobrodec* is identical to the one at issue in the present case. See *New London County Mutual Ins. Co.* v. *Bialobrodec*, supra, 137 Conn. App. 479.

[9] The defendants also assert that the language of the exclusion is not clear as to whose ownership of the vehicle it references and that, because Kim is not the alleged owner of the vehicle, the exclusion does not apply to her. To the extent that the defendants argue that the motor vehicle exclusion is ambiguous, we disagree. In *New London County Mutual Ins. Co.* v. *Nantes*, supra, 303 Conn. 737, our Supreme Court was "called on to ascertain the meaning of the phrase, '[a]rising out of' the 'use' of 'motor vehicles,' " and found the phrase to be "clear and unambiguous because our case law explicitly defines it." Id., 753. As the court explained: "Our case law also imparts a single meaning to the phrase use of an automobile: [u]se is to be given its ordinary meaning. It denotes the employment of the automobile for some purpose of the user. . . . Because our case law gives each relevant term a single meaning—albeit an expansive one—there is no ambiguity in a policy exclusion that provides that [c]overage [for] [p]ersonal [l]iability and . . . [m]edical [p]ayments to [o]thers do[es] not apply to bodily injury . . . [a]rising out of . . . [t]he . . . use . . . of motor vehicles . . . ." (Citations omitted; internal quotation marks omitted.) Id., 754. Because that provision was unambiguous, the court in *Nantes* "construe[d] it according to its natural and ordinary meaning . . . ." Id.

Moreover, we note that the motor vehicle exclusion in the present case excludes coverage arising out of the use of motor vehicles "owned or operated by or rented or loaned to *an* 'insured.' " (Emphasis added.) The policy defines an insured as "you and residents of your household who are: (a) Your relatives . . . ." The complaint in the Torres action alleges that Theodore, Kim's husband and a resident in her household who is a relative, is the owner of the Audi. Notably, the policy language applies to a motor vehicle owned by "an" insured, not "the" insured, and, because the negligence claim against Kim is premised on the use of a motor vehicle that is owned by an insured, namely, her husband, the defendants' claim that the motor vehicle exclusion does not apply to count ten because Kim is not the alleged owner of the vehicle is unavailing.