
The “officially released” date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the “officially released” date appearing in the opinion. In no event will any such motions be accepted before the “officially released” date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears on the Commission on Official Legal Publications Electronic Bulletin Board Service and in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

JAMES SANSONE ET AL. v. NATIONWIDE MUTUAL
FIRE INSURANCE COMPANY
(AC 20165)

Schaller, Mihalakos and Hennessy, Js.

Argued January 9—officially released March 27, 2001

Counsel

Timothy J. Lee, for the appellants (plaintiffs).

Charles E. Hickey, with whom, on the brief, was *Michael Feldman*, for the appellee (defendant).

Opinion

PER CURIAM. The plaintiffs, James Sansone and Roberta Sansone, appeal from a summary judgment rendered by the trial court in favor of the defendant, Nationwide Mutual Fire Insurance Company. On appeal, the plaintiffs claim that the court improperly concluded that (1) the evidence, when viewed in the light most favorable to them, does not establish, as a matter of law, that termite infestation proximately caused the damage to their residence and (2) their loss was excluded from coverage under their homeowners policy. We affirm the judgment of the trial court.

In their complaint, the plaintiffs alleged that the defendant breached its insurance contract when it refused to indemnify them under their homeowners policy for property damage sustained when one of the walls of their residence collapsed. The plaintiffs also allege that the defendant breached the covenant of good faith and fair dealing when it “intentionally and maliciously” rejected their claim, and that it acted in bad faith in denying coverage “without a reasonable basis.” The defendant denied liability and raised a special defense, alleging that insect infestation caused the loss complained of by the plaintiffs and that losses of this type were excluded from coverage under the plaintiffs’ homeowners policy. The plaintiffs denied the special defense.

The defendant, thereafter, filed a motion for a summary judgment, in which it argued that the plaintiffs’ homeowners policy did not afford coverage under the facts of the case and that it, consequently, was not liable. The plaintiffs filed a memorandum in opposition. The court rendered summary judgment for the defendants, ruling that the evidence, when viewed in the light most favorable to the plaintiffs, established as a matter of law that termites had caused the damage to the plaintiffs’ property. The court also held that the plaintiffs’ homeowners policy excluded losses that were proximately caused by insect infestation.

Our review of the record, the briefs, and oral argument persuades us to conclude that the judgment should be affirmed. The court’s memorandum of decision is detailed, thoughtful and comprehensive. Its analysis is consistent with our applicable law and precedents, and we, therefore, adopt the court’s well reasoned decision. See *Sansone v. Nationwide Mutual Fire Ins. Co.*, 47 Conn. Sup. 35, A.2d (1999). It would serve no useful purpose to repeat the discussion contained therein. See *Keyes v. Pennsylvania General Accident Ins. Co.*, 45 Conn. App. 140, 142, 695 A.2d 548 (1997); *McCommic v. Commissioner of Correction*, 44 Conn. App. 470, 471, 689 A.2d 526 (1997).

The judgment is affirmed.
