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VERTEFEUILLE, J., with whom FLYNN, J., joins, concurring. I agree with the result reached by the majority. I further agree with the majority that motive is not a required element of the civil arson defense. I write separately, however, because I would affirm the judgments of the trial court based on the terms of the insurance policy in question, without further refinement of the common-law civil arson defense. I would do so for the reasons detailed in my majority opinion in *Travelers Ins. Co. v. Namerow*, 257 Conn. 812, 778 A.2d 168 (2001).

Additionally, I write to emphasize the importance of giving deference to the trial court in its interpretation of the pleadings in a case such as the present one. After the lengthy presentation of the plaintiff's case, the trial court determined that the civil arson defense was not necessarily implicated by the plaintiff's complaint or by the evidence presented by the plaintiff. *Id.*, 820 n.6. Further, the trial court apparently did not find the civil arson defense in the plaintiff's special defense in the second action, which had been initiated by the defendants. The majority would conclude that the civil arson defense can be found in these pleadings by implication alone. I respectfully disagree with the majority that such an analysis was overly narrow and technical. See, e.g., *Traveler's Ins. Co. v. Namerow*, 261 Conn. _____, _____ A.2d _____ (2002).

To hold, as the majority does today, that the civil arson defense can be found in pleadings where it arguably is absent both overemphasizes the importance of this common-law doctrine and needlessly complicates the resolution of cases of alleged intentional loss. The contractual dispute between the defendant insureds and the plaintiff, their insurer, should be resolved, if possible, on the basis of the terms of the contract, which is the homeowners policy issued by the plaintiff.

I concur with the majority that the judgments of the trial court should be affirmed.
