BORDEN, J., concurring. I agree with and join the well reasoned opinion of the majority, with two minor linguistic exceptions, which I will discuss. I write separately only to give the trial court some guidance for its determinations on remand.

First, I take issue with the following language in part II of the majority opinion: "The issue in the present case does not require an interpretation of a policy term that is written by the insurer . . . ." (Citation omitted.) I also take issue with the following similar language in part II of the majority opinion: "There is a fundamental distinction between deciding what policy language means, on the one hand, and deciding, on the other hand, whether a particular policy option was bought." That may or may not be so. In a case such as this, if there is no persuasive extrinsic evidence that resolves the question of what kind of coverage the plaintiff, Mario Fiallo, purchased, in my view "what [the] policy language means" will determine what policy was bought. In other words, the question is not "what policy option was bought," but what coverage was provided by the policy that the plaintiff bought, and that question has to be decided by, first, deciding whether the policy language was ambiguous and, second, if so, whether there is persuasive extrinsic evidence that overcomes the contra proferentem rule.

This brings me to what I regard as some further guidance for the trial court on the remand. In my view, the defendant, Allstate Insurance Company, should have the burden of proof on the question of whether the coverage was straight uninsured and underinsured, as the defendant claims, or conversion coverage, as the plaintiff claims. This is because, consistent with the policy underlying the contra proferentem rule, the defendant had the best opportunity to make that clear in its policy papers, including the application. Furthermore, in the trial court, the defendant had the opportunity to bring forth extrinsic evidence to show the parties' intentions, and the only evidence that it produced was the testimony of an underwriter, which I will discuss, and which did not shed any persuasive light on the factual issue involved. This means that if the defendant does not carry its burden of proof on this issue, the court should apply the contra proferentem rule and, consistent with the majority's conclusion that the policy is ambiguous, construe it as a matter of the parties' intentions against the defendant and in favor of the plaintiff.

One final word about what evidence may or may not suffice on the remand. As the majority rightly states: It is a "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 . . . .'' *Cody* v. *Remington Electric Shavers*, 179 Conn. 494, 497, 427 A.2d 810 (1980). The same principle should apply when applying extrinsic evidence to illuminate the meaning of policy language; when applying that extrinsic evidence, the court as fact finder should construe the language, in light of that application, as laymen would understand that language.

In the present case, the only evidence adduced by the defendant in the postverdict hearing held by the court on the coverage issue was testimony by an underwriter for the defendant regarding the function and meaning—as an internal coding matter—of the terms ''Coverage SS'' and ''Coverage SC'' generally within the defendant company. Indeed, she did not even relate that testimony to the specific policy purchased by the plaintiff. My point here is that extrinsic evidence such as this would be wholly unhelpful in resolving the question of what coverage the plaintiff purchased from the defendant. Put another way, no reasonable fact finder could rely on it to construe the meaning of the ambiguous language of the policy. Only evidence communicated to the plaintiff and bearing on what the plaintiff, as a layman unschooled in the inner workings of the defendant and its coding operations would understand, would be persuasive to resolve the factual question remaining to be determined on the remand.