
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.

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.
