MISITI, LLC, ET AL. *v.* TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA ET AL.
(SC 18915)

Rogers, C. J., and Norcott, Palmer, Zarella, Eveleigh and Vertefeuille, Js.

Argued December 4, 2012—officially released March 26, 2013

Jack G. Steigelfest, for the appellants (plaintiffs).

Paul G. Roche, for the appellee (named defendant).

Opinion

ZARELLA, J. The principal issue in this case is whether an insurer has a duty to defend an additional insured when the complaint in the underlying personal injury action draws no connection between the injured person's use of the insured premises and her injuries, and undisputed extrinsic facts indicate that the underlying action falls outside of the scope of coverage under the policy. The named plaintiff, Misiti, LLC (Misiti), was an additional insured on a commercial general liability insurance policy (policy), which was issued to Misiti's tenant, Church Hill Tavern, LLC (tavern), by the named defendant, Travelers Property Casualty Company of America (Travelers).[1] Misiti sought to invoke Travelers' duty to defend under the policy after Sarah Middeleer was injured in a fall on Misiti's property and brought the underlying action against Misiti. Misiti's insurer, the Netherlands Insurance Company (Netherlands),[2] provided a defense to Misiti after Travelers denied any duty to defend Misiti in the underlying action. Misiti then brought the present action seeking, inter alia, a judgment declaring that Travelers had a duty to defend Misiti in the underlying action and that Travelers was obligated to reimburse Netherlands for all or part of the defense costs that it had expended. In this certified appeal, Misiti claims that the Appellate Court improperly reversed the trial court's judgment and improperly directed the trial court to render judgment in favor of Travelers because the Appellate Court misconstrued the language of the policy and incorrectly concluded that Middeleer's injuries did not arise out of the use of the leased premises under the terms of the policy. Travelers responds that the Appellate Court correctly construed the relevant policy language and that the complaint in the underlying action contained no allegations that could support a conclusion that Middeleer's injuries arose out of the use of the leased premises. We affirm the judgment of the Appellate Court.

The record discloses the following facts and procedural history, which are relevant to our resolution of this appeal. Misiti owned commercial property at 1, 3 and 5 Glen Road in Sandy Hook,[3] which included commercial buildings and a riverside park area. Misiti leased the first floor of the building at 1 Glen Road to the tavern and certain rights common to Misiti's other tenants, including the use of a nearby parking lot.[4] The tavern carried a commercial general liability insurance policy issued by Travelers, which included an endorsement that named Misiti as an additional insured, "but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to [the tavern] . . . ."[5]

In the underlying action, which Middeleer[6] brought and settled before the present declaratory judgment action was commenced, Middeleer claimed that she had

been injured after falling on Misiti's premises. Middeleer did not sue the tavern, nor did she mention the tavern in her complaint. The underlying complaint contained the following relevant allegations: "Misiti . . . was at all [relevant] times . . . the owner of record of the real property, structures and improvements situated at, behind and adjacent to the commercial buildings located at 1, 3 and 5 Glen Road, Sandy Hook . . . . A portion of [Misiti's] premises . . . consisted of a steep retaining wall of over six . . . feet in height. Beneath the retaining wall located on [Misiti's] premises is the riverbed of the Pootatuck River. . . . There was at all [relevant] times . . . a wood guard consisting of a wooden fence of split-rail design located along the top of the . . . retaining wall. . . . On July 22, 2008, [Middeleer] was a business invitee [on Misiti's] premises. . . . While . . . Middeleer leaned against the top rail of the wood guard, the top rail collapsed into pieces, causing [her] to fall off the retaining wall onto the rocks situated on the riverbed located below the retaining wall . . . . The purpose of [Misiti's] premises involved persons being invited onto [them] to do business with its commercial tenants. . . . Misiti . . . managed, operated, possessed and/or controlled the premises [on which] the injur[ies] occurred . . . ."

On the basis of these allegations, Travelers determined that it had no duty to defend Misiti in the underlying action. Misiti then brought the present action, seeking a judgment declaring that it was entitled to a defense under the policy and that Travelers was obligated to reimburse Netherlands for the costs that it had expended in defending Misiti. Both parties filed motions for summary judgment, seeking a determination of whether Travelers had a duty to defend Misiti on the basis of the allegations contained in the underlying complaint. At the trial court's request, however, the parties also stipulated to certain undisputed facts in addition to those set forth in the underlying complaint.[7]

After the trial court granted Misiti's motion for summary judgment and denied Travelers' motion for summary judgment, Travelers appealed to the Appellate Court. *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, 132 Conn. App. 629, 630, 33 A.3d 783 (2011). Travelers claimed that the trial court improperly had granted Misiti's motion for summary judgment and denied Travelers' motion for summary judgment upon concluding that Travelers had a duty to defend Misiti in the underlying action. Id., 637. Travelers specifically contended that Middeleer's injuries did not arise out of the use of the leased premises under the terms of the policy. Id., 640. The Appellate Court agreed and reversed the judgment of the trial court, directing the trial court to deny Misiti's motion for summary judgment, to grant Travelers' motion for summary judgment, and to render judgment thereon for Travelers. Id., 644. We granted Misiti's petition for certification to appeal,

limited to the following question: "Did the Appellate Court properly determine that the trial court improperly granted [Misiti's] motion for summary judgment and denied [Travelers'] motion for summary judgment?" *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, 303 Conn. 930, 930–31, 36 A.3d 241 (2012).

On appeal, Misiti claims that the Appellate Court incorrectly construed the governing policy language and further claims that the underlying complaint contains sufficient facts to raise the possibility that Middeleer's injuries arose out of the use of the leased premises because the tavern, located at 1 Glen Road, fell within the area described in the underlying complaint, which included the commercial property located at 1, 3 and 5 Glen Road and the surrounding area. Travelers counters that the Appellate Court properly interpreted the policy language and correctly concluded that Middeleer's injuries did not arise out of the use of the leased premises because the underlying complaint made no mention of the tavern or otherwise alleged that the tavern's negligence, rather than Misiti's, caused Middeleer's injuries. As a result, Travelers asserts that the trial court improperly rendered judgment for Misiti and that the Appellate Court properly reversed the trial court's judgment. We agree with Travelers.

We begin by setting forth the standard of review. With respect to summary judgment, our standard of review is well established. "Summary judgment rulings present questions of law; accordingly, [o]ur review of the . . . decision to grant [a] . . . motion for summary judgment is plenary." (Internal quotation marks omitted.) *Farrell* v. *Twenty-First Century Ins. Co.*, 301 Conn. 657, 661, 21 A.3d 816 (2011); see also Practice Book § 17-49. In addition, the interpretation of an insurance contract presents a question of law, over which our review is plenary. E.g., *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, 274 Conn. 457, 462, 876 A.2d 1139 (2005); *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, 256 Conn. 343, 352, 773 A.2d 906 (2001). Finally, with respect to an insurer's duty to defend a claim brought against the insured, "[t]he question of whether an insurer has a duty to defend its insured is purely a question of law, which is to be determined by comparing the allegations of [the] complaint with the terms of the insurance policy." (Internal quotation marks omitted.) *Wentland* v. *American Equity Ins. Co.*, 267 Conn. 592, 599 n.7, 840 A.2d 1158 (2004).

The following legal principles inform our analysis. "It is the function of the court to construe the provisions of the contract of insurance. . . . The [i]nterpretation of an insurance policy . . . involves a determination of the intent of the parties as expressed by the language of the policy . . . [including] what coverage the . . . [insured] expected to receive and what the [insurer] was to provide, as disclosed by the provisions of the

policy. . . . [A] contract of insurance must be viewed in its entirety, and the intent of the parties for entering it derived from the four corners of the policy . . . [giving the] words . . . [of the policy] their natural and ordinary meaning . . . [and construing] any ambiguity in the terms . . . in favor of the insured . . . ." (Internal quotation marks omitted.) *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 351–52; accord *Springdale Donuts, Inc.* v. *Aetna Casualty & Surety Co. of Illinois*, 247 Conn. 801, 805–806, 724 A.2d 1117 (1999). This rule of construction that favors the insured in case of ambiguity applies only when the terms "are, without violence, susceptible of two [equally reasonable] interpretations . . . ." (Internal quotation marks omitted.) *Liberty Mutual Ins. Co.* v. *Lone Star Industries, Inc.*, 290 Conn. 767, 796, 967 A.2d 1 (2009), quoting *Allstate Ins. Co.* v. *Barron*, 269 Conn. 394, 406, 848 A.2d 1165 (2004). "The fact that the parties advocate different meanings of the [insurance policy] does not necessitate a conclusion that the language is ambiguous." (Internal quotation marks omitted.) *Springdale Donuts, Inc.* v. *Aetna Casualty & Surety Co. of Illinois*, supra, 806, quoting *Kelly* v. *Figueiredo*, 223 Conn. 31, 37, 610 A.2d 1296 (1992).

With respect to an insurer's duty to defend a claim brought against the insured, "an insurer's duty to defend . . . is determined by reference to the allegations contained in the [underlying] complaint." (Internal quotation marks omitted.) *Springdale Donuts, Inc.* v. *Aetna Casualty & Surety Co. of Illinois*, supra, 247 Conn. 807; see also *Wentland* v. *American Equity Ins. Co.*, supra, 267 Conn. 599 n.7. Moreover, "[t]he obligation of the insurer to defend does not depend on whether the injured party will successfully maintain a cause of action against the insured but on whether he has, in his complaint, stated facts which bring the injury within the coverage. If the latter situation prevails, the policy requires the insurer to defend, irrespective of the insured's ultimate liability. . . . Hence, if the complaint sets forth a cause of action within the coverage of the policy, the insurer must defend. . . . On the other hand, if the complaint alleges a liability which the policy does not cover, the insurer is not required to defend." (Internal quotation marks omitted.) *Springdale Donuts, Inc.* v. *Aetna Casualty & Surety Co. of Illinois*, supra, 807. Thus, "the duty to defend is triggered whenever a complaint alleges facts that *potentially* could fall within the scope of coverage . . . ." (Emphasis in original.) *DaCruz* v. *State Farm Fire & Casualty Co.*, 268 Conn. 675, 688, 846 A.2d 849 (2004).

Despite the breadth of this approach, we have recognized the necessary limits of this rule, as we will not predicate the duty to defend on "a reading of the complaint that is . . . conceivable but tortured and unreasonable." (Internal quotation marks omitted.) *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 374.

Thus, although an insurer "is not excused from its duty to defend merely because the underlying complaint does not specify the connection between the stated cause of action and the policy coverage"; *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, supra, 274 Conn. 464; the insurer has a duty to defend only if the underlying complaint *reasonably* alleges an injury that is covered by the policy. Cf. *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 374.

With these principles in mind, we turn to Misiti's claims, observing, first, that the parties agree that whether Travelers had a duty to defend Misiti in the underlying action is determined by the language of the relevant endorsement, which provides: "WHO IS AN INSURED. . . . is amended to include [Misiti] as an insured . . . but only with respect to liability arising out of the . . . use of that part of the premises leased to [the tavern] . . . ."[8] Our determination of whether Travelers had a duty to defend Misiti therefore hinges on the interpretation of that phrase and its application to the allegations of the underlying complaint.

Misiti first claims that the Appellate Court improperly analyzed the language of the policy at issue in the present case because it applied an overly restrictive definition of the phrase "arising out of the . . . use of [the leased] . . . premises . . . ." Specifically, the Appellate Court "conclude[d] that this phrase refers to liability originating, stemming, or resulting from a person's legal or proper enjoyment of the tavern." *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 643. According to Misiti, this demonstrates that the Appellate Court engaged in an incomplete analysis because the court did not consider whether Middeleer's injuries were connected with or incident to the use of the leased premises. See id., 640–42. We disagree.

Our previous interpretations of insurance contracts with similar "arising out of" language, which originated in the motor vehicle context, are helpful to our determination of the import of the relevant endorsement. See, e.g., *New London County Mutual Ins. Co.* v. *Nantes*, 303 Conn. 737, 739–40, 36 A.3d 224 (2012) (construing policy exclusion that applied to claims arising out of use of vehicle); see also *Hogle* v. *Hogle*, 167 Conn. 572, 576, 356 A.2d 172 (1975) (construing policy exclusion that applied to claims involving operation of automobile). In *Hogle*, for example, we observed that "it 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." *Hogle* v. *Hogle*, supra, 577. Connecticut's reviewing courts subsequently have applied this definition of "arising out of" to insurance policies beyond the context of motor vehicle exclusions. See, e.g., *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 374 (applying *Hogle* to claims for malicious prosecution or defamation); see also *Edelman* v. *Pacific Employers Ins. Co.*, 53 Conn. App. 54, 59, 728 A.2d 531 (construing policy language that applied to liability "arising out of the . . . use of . . . the premises" [internal quotation marks omitted]), cert. denied, 249 Conn. 918, 733 A.2d 229 (1999).

In the present case, the Appellate Court expressly relied on this court's decision in *Hogle*, as well as relevant dictionary definitions, to construe the operative terms of the relevant endorsement.[9] See *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 641–42. Misiti asserts that, when the Appellate Court interpreted the policy language in the present case and determined that "arising out of the . . . use of . . . the [leased] premises"; (internal quotation marks omitted) id., 633; referred to "liability originating, stemming or resulting from a person's legal or proper enjoyment of the tavern"; id., 643; it "impermissibly truncated" our accepted definition of "arising out of" by omitting reference to liabilities "connected with" or "incident to" the use of the premises. (Internal quotation marks omitted.) In challenging Misiti's characterization of the Appellate Court's analysis, Travelers responds that the Appellate Court did expressly analyze whether there was a causal relationship between the injuries and the use of the tavern, which encompasses the "connected with" or "incident to" elements that Misiti claims were lacking. We agree with Travelers.

Although we have not expressly defined "incident to" in this context, the Second Circuit Court of Appeals has observed that " 'incident to' " is "a phrase [that] courts have found difficulty in clarifying and that "[the term] has been paraphrased as 'in connection with' . . . 'usually or naturally and inseparably depends [on], appertains to, or follows' . . . ." (Citations omitted.) *Izrastzoff* v. *Commissioner of Internal Revenue*, 193 F.2d 625, 628 and n.3 (2d Cir. 1952); see id., 627–28 (construing " 'incident to' " divorce for federal income tax purposes). Likewise, Webster's Third New International Dictionary defines "incident" in relevant part as "dependent on or appertaining to another thing: directly and immediately relating to or involved in something else though not an essential part of it . . . ." Similarly, Webster's Third New International Dictionary defines "connected" in relevant part as "joined or linked together" and as "having the parts or elements logically related . . . ."

With these definitions in mind, we are persuaded that

the Appellate Court properly considered whether the injuries were incident to or connected with the use of the tavern under the definition of "arising out of" that this court set forth in *Hogle*. (Internal quotation marks omitted.) *Hogle* v. *Hogle*, supra, 167 Conn. 577. The Appellate Court rejected Misiti's argument that a "minimal causal" connection existed between the injuries and the use of the leased premises, concluding that "the underlying complaint . . . does not allege that Middeleer's [injuries were] causally related to the use of the tavern." *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 640–41. We are persuaded that, in this context, "causally related to" encompasses both "connected with" and "incident to." Accordingly, because the Appellate Court appropriately applied our long-standing interpretation of the phrase "arising out of" when it analyzed the policy language at issue in the present case, and appropriately considered whether the necessary causal connection implied by such language was present, we reject Misiti's claim that the Appellate Court construed the language of the policy in a manner inconsistent with our precedent.[10]

Misiti next claims that the allegations in the underlying complaint were sufficient to state a claim arising out of the use of the leased premises and, therefore, that the Appellate Court improperly reversed the trial court's judgment in Misiti's favor. Because the duty to defend is broadly construed, Misiti claims that it is possible that Middeleer's injuries arose out of the use of the tavern, in view of the underlying complaint's reference to Misiti's commercial property, its description of Middeleer as a business invitee on Misiti's premises and its allegation that Misiti's premises, part of which were leased by the tavern, were established for the purpose of inviting people thereon to do business with commercial tenants, including the tavern. Travelers instead urges us to reject this claim because nothing in the underlying complaint alleges a connection between the tavern and Middeleer's injuries such that it could support coverage under the terms of the policy. Travelers further argues that certain undisputed facts, to which the parties stipulated and which were not in the underlying complaint, also demonstrate that Middeleer's injuries did not arise out of the use of the tavern. Restricting our analysis to the allegations of the underlying complaint itself for the reasons that we explain more fully in this opinion, however, we are not persuaded that there were sufficient facts to demonstrate that the injuries alleged arose out of the use of the tavern's leased premises such that Travelers' duty to defend would have been triggered.

Before addressing this claim, we briefly discuss the scope of the facts that we consider in making this determination. We often have stated that the duty to defend must be determined by the allegations set forth in the underlying complaint itself, with reliance on extrinsic

facts being permitted only if those facts support the duty to defend. See, e.g., *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, supra, 274 Conn. 466–67; *Missionaries of Co. of Mary, Inc.* v. *Aetna Casualty & Surety Co.*, 155 Conn. 104, 111–12, 230 A.2d 21 (1967). See generally 14 G. Couch, Insurance (3d Ed. 2007) § 200:19, pp. 200-31 through 200-33. As we noted previously, however, the parties in the present case stipulated to a number of undisputed facts regarding the circumstances surrounding Middeleer's injuries, which tend to undermine, rather than support, Travelers' duty to provide a defense in the underlying action. For this reason, Misiti objects to the consideration of such facts as inconsistent with our precedent. See, e.g., *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, supra, 466–67. The Appellate Court considered these undisputed facts in concluding that Travelers did not have a duty to defend Misiti but determined that "the outcome of the case does not vary" regardless of whether the stipulated facts are excluded. *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 631 n.3. We conclude that the resolution of the issue does not require our consideration of these facts, and our analysis in the present case therefore does not rely on the facts to which the parties stipulated.[11]

In determining whether the facts of the underlying complaint give rise to a duty to defend, our case law instructs that there is a limit to what may constitute an adequate causal connection. See, e.g., *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 374. "Simply because we recognize . . . the breadth of the term 'arising out of' and often interpret coverage ambiguities in favor of the insured does not mean that we will 'obligate an insurer to extend coverage based . . . [on] a reading of the complaint that is . . . conceivable but tortured and unreasonable.' " Id., quoting *New York* v. *AMRO Realty Corp.*, 936 F.2d 1420, 1428 (2d Cir. 1991); cf. *Schilberg Integrated Metals Corp.* v. *Continental Casualty Co.*, 263 Conn. 245, 259, 819 A.2d 773 (2003) ("[a]n insured does not satisfy its burden of proving the applicability of [coverage under an exception to an exclusion] by the assertion of conclusory statements . . . or reliance on mere speculation or conjecture as to the true nature of the facts" [citation omitted; internal quotation marks omitted]).

In *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 345, 353, 364, for instance, the relevant general commercial liability insurance policy provided coverage for the defense of actions based on advertising injury or personal injury arising out of malicious prosecution or defamation. After the plaintiffs' customers brought a class action, claiming that the plaintiffs had defamed their competitors in engaging in anticompetitive practices, the plaintiffs sought to invoke their right to a defense under the policy. Id., 347–49. Because we

determined that the customers were not alleging that they had suffered an advertising or personal injury but, rather, that they had been harmed by the plaintiffs' anticompetitive practices, we concluded the underlying complaint did not allege a claim that arose out of the conduct covered under the policy because the harm was too far removed from that conduct. See id., 375, 381–82; see also *Edelman* v. *Pacific Employers Ins. Co.*, supra, 53 Conn. App. 61–62 (inn proprietor's assault of state trooper, as alleged in underlying complaint, did not arise out of use of premises for purposes of inn's general commercial liability policy). Demonstrating that " 'the accident or injury "was connected with," "had its origins in," "grew out of," "flowed from," or "was incident to"' " the risk insured against is therefore necessary to establish this requisite causal connection. *New London County Mutual Ins. Co.* v. *Nantes*, supra, 303 Conn. 754; accord *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 374; *Hogle* v. *Hogle*, supra, 167 Conn. 577.

In the present case, focusing on the allegations in the underlying complaint, we are not persuaded that such a causal connection can be fairly inferred because the complaint is silent with respect to the tavern. As we noted previously, the underlying complaint described Misiti as owning "the real property, structures and improvements situated at, behind, and adjacent to the commercial buildings located at 1, 3 and 5 Glen Road," and further described the part of Misiti's premises on which Middeleer sustained her injuries as an area by a "wooden fence" above "a steep retaining wall" beneath which the riverbed of the Pootatuck River was located. The underlying complaint made no mention of the tavern or any of Misiti's other commercial tenants. Moreover, Middeleer brought an action against Misiti but not the tavern, which further supports Travelers' claim that Middeleer's injuries were not causally connected to the use of the tavern's leased premises. These facts, coupled with the allegations set forth in the underlying complaint, further counsel against a determination that Travelers had a duty to defend Misiti.

Nevertheless, Misiti urges us to disregard the absence of an overt causal connection between Middeleer's injuries and the use of the tavern on the basis of Misiti's reading of the underlying complaint. Misiti urges us to conclude that, because its premises as a whole were described in the underlying complaint as the properties of 1, 3 and 5 Glen Road and the surrounding area, the tavern's 1 Glen Road location, which falls within the description of Misiti's premises, itself establishes a sufficient possibility that Middeleer's injuries arose out of the use of the leased premises. Misiti further highlights the assertion in the underlying complaint that Middeleer "was a business invitee [on] the premises" and urges us to read this in conjunction with the complaint's expression of the purpose of Misiti's premises—namely,

that it "involved persons being invited onto the premises to do business with its commercial tenants"—to infer that Middeleer's injuries possibly arose out of the use of the tavern.

Although it is undisputed that the insured premises on which the tavern operated fell within Misiti's overall premises, to which the underlying complaint referred, we are not persuaded that this fact alone, in the absence of any alleged connection to the tavern, justifies an inference that the injuries alleged in the underlying complaint arose out of the use of the leased premises. In this regard, the present case is readily distinguishable from cases such as *Hartford Casualty Ins. Co.*, in which the allegations in the underlying complaint expressly linked the use of the premises and the resulting injury. See *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, supra, 274 Conn. 465–66. In that case, the applicable policy provided coverage for certain injuries "aris[ing] out of the . . . use of the insured premises . . . ." (Internal quotation marks omitted.) Id., 465. The underlying plaintiff had been bitten by a dog owned by the president and sole stockholder of the insured business and sought damages from both the business and the president. Id., 460. Although the insurer defended the company, it declined to provide a defense for the president, who then brought a declaratory judgment action. Id. Because the underlying complaint "alleged that the [underlying plaintiff] was an invitee at [the president's] place of business"; id., 461; we concluded that the complaint alleged "at least the *possibility* that the injury occurred as a result of [his] business conduct." (Emphasis added.) Id.; see also *Board of Education* v. *St. Paul Fire & Marine Ins. Co.*, 261 Conn. 37, 48, 801 A.2d 752 (2002) (when underlying complaint expressly alleged that bus driver's negligence in allowing student to exit under unsafe conditions caused student's injuries, "the fact that the injury occurred away from the bus does not, in and of itself, show the insufficiency of the causal nexus between the alleged injury and the use of the bus").

Similarly, in *New London County Mutual Ins. Co.* v. *Nantes*, supra, 303 Conn. 737, we concluded that there was a sufficient causal connection between the injuries and the homeowner's use of her automobile such that the insurer was relieved of its duty to defend under a homeowner's insurance policy that excluded from coverage injuries " '[a]rising out of . . . [t]he . . . use' of a motor vehicle." (Internal quotation marks omitted.) Id., 740. In that case, two houseguests sought damages from the homeowner after suffering serious injuries as a result of the homeowner having left her vehicle running overnight in the garage, which caused the home to fill with carbon monoxide. Id., 741. The insurer that issued the homeowner's insurance policy contended that the houseguests' injuries fell within the policy's exclusion for injuries arising out of the use of a motor

vehicle. Id., 740. Applying the definition of "aris[ing] out of" articulated in *Hogle*; id., 753; we agreed with the insurer that the injuries arose from the use of the automobile as they bore a sufficient causal connection to such use. Id., 755.

By contrast, the facts alleged in the underlying complaint in the present case do not suggest that coverage exists, and to so conclude would require significant conjecture. The underlying complaint's description of the premises encompassed three lots and described injuries that occurred at a specifically identifiable location on the premises. By implication, this indicates that Middeleer's injuries occurred on only one of the lots and that the remaining two lots were not connected to her injuries. Thus, in the absence of an allegation tying the injuries to the particular lot leased to the tavern, for which the insurance policy was issued, the requisite causal connection in the policy's "arising out of" language cannot be established.[12]

As we emphasized in *QSP, Inc.*, we will not require an insurer to extend coverage on the basis of a "conceivable but tortured and unreasonable" interpretation of an underlying complaint, and we are persuaded that the inferences that Misiti would have us make in order to reach its proposed interpretation of that complaint fall within this category. (Internal quotation marks omitted.) *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 374. The imposition of a duty to defend in the present case would require more than the bald reference to the addresses of three commercial properties that Misiti leased to its tenants, one of which was the tavern, coupled with an assertion that the purpose of such property was to invite persons such as Middeleer onto the premises to conduct business. Accordingly, we reject Misiti's claim that the underlying complaint drew a sufficient causal connection between Middeleer's injuries and the use of the tavern.[13]

The judgment of the Appellate Court is affirmed.

In this opinion ROGERS, C. J., and NORCOTT and PALMER, Js., concurred.

[1] The tavern, Christopher Ghista, E. Gaynor Brennan, Melissa DeMeglio, Elias Reynolds, Sarah Middeleer, Geoffrey Middeleer and Porco Construction Company, Inc., also were named as defendants in the present declaratory judgment action. These parties, however, did not participate in this appeal.

[2] Netherlands also is a plaintiff in the present action. In the interest of simplicity, we refer to Misiti and Netherlands collectively as Misiti throughout this opinion.

[3] Sandy Hook is a village located in the town of Newtown.

[4] For purposes of this opinion, we hereinafter refer to the first floor of 1 Glen Road, along with the parking lot used in common by the tavern and other tenants, as the leased premises.

[5] In the statement of undisputed facts to which the parties stipulated, the parties set out the scope of the insurance policy at issue in the present action, stating that "Travelers issued [an insurance policy] to [the tavern] . . . for the period May 3, 2008 to May 3, 2009."

The endorsement to that policy that is the subject of the parties' motions for summary judgment provides in relevant part: "ADDITONAL INSURED—MANAGERS OR LESSORS OF PREMISES

"This endorsement modifies insurance provided under the following:

"COMMERCIAL GENERAL LIABILITY COVERAGE PART
"SCHEDULE
"1. Designation of Premises (Part Leased to You):
"1 GLEN ROAD
"SANDY HOOK CT 06482
"2. Name of Person or Organization (Additional Insured):
"MISITI, LLC

* * *

"WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the [s]chedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the [s]chedule and subject to the following additional exclusions:

"This insurance does not apply to:

"1. Any 'occurrence' which takes place after you cease to be a tenant in that premises.

"2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the [s]chedule."

[6] Middeleer's husband also was a plaintiff in the underlying action, alleging a derivative claim of loss of consortium.

[7] Despite the stipulation, the parties noted that they disagreed about "the legal question of the extent to which the court should consider facts outside the pleadings in deciding the . . . motions for summary judgment . . . . The remaining paragraphs of [the] stipulation [that follow] are derived from facts outside the pleadings, the sources for which are exhibits attached to the parties' summary judgment papers.

"7. [Middeleer] met her boss in the early evening of July 22, 2008, at Mocha Cafe, located at 3 Glen Road, part of Misiti's property, to prepare for a business presentation related to their work in the field of landscape design.

"8. Middeleer left her car in a parking lot on . . . [Misiti's] property while she went to the business presentation.

"9. After the business presentation, Middeleer and her boss went back to . . . [Misiti's] property where her car was located and decided to get something to eat at the [tavern] at 1 Glen Road . . . .

"10. Middeleer ate food and drank wine at the tavern.

"11. Upon leaving the tavern, Middeleer and her boss walked down a path along a river toward the parking area.

"12. As they approached the parking area, Middeleer and her boss did not take the branch of the path that led directly to where her car was parked, instead, continu[ing] to walk along the river in an open area beside the parking area, past a stage area, to look at the river and to look at a waterfall.

"13. Middeleer and her boss walked along the river until they reached the location of her fall through a fence.

"14. At the location of the fall, Middeleer was not on the paved path.

"15. Middeleer did not fall in the parking lot.

"16. The fall occurred on [Misiti's] premises, that is, on 1, 3 and 5 Glen Road, as defined in . . . [Middeleer's] complaint.

"17. Misiti owns the commercial buildings and property located at 1, 3 and 5 Glen Road . . . .

"18. At the time of the incident, the [tavern] operated in a building located at 1 Glen Road pursuant to a lease with Misiti.

"19. The premises leased by Misiti to the tavern were the first floor of 1 Glen Road, together with a parking area to be used in common with others.

"20. The fence through which Middeleer fell was not located on the part of [Misiti's] premises leased to the tavern.

"21. The tavern had no control over and was not responsible for maintenance of the fence that gave way.

"22. The . . . [accident report prepared in connection with Middeleer's fall provides in relevant part]: [Middeleer's boss] stated that he and Middeleer had been walking through the park discussing potential renovations to the property after a business meeting at the [tavern]. He stated that when Middeleer leaned against the top rail of the wooden fence, it broke, and she fell down into the water.

"23. A [photograph] of . . . [Misiti's] property, showing the tavern, parking lots and the path along the river, contains a distance measure showing the distance from the tavern, and from the parking area, to the site of the accident.

"24. [An aerial photograph] of the Misiti property area, which was an exhibit to [Middeleer's] deposition in the underlying case, and . . . an

exhibit to Travelers' motion [for summary judgment], shows the tavern, parking lots and the path along the river.

"25. A map of the Misiti property area, which was an exhibit to [Middeleer's] deposition in the underlying case, and . . . an exhibit to Travelers' motion [for summary judgment], shows the tavern, parking lots and the path along the river." (Internal quotation marks omitted.)

[8] Although the full language of the endorsement provides coverage for "liability arising out of the ownership, maintenance or use" of the leased premises, the parties have agreed that it is only the use of the leased premises that is at issue in this appeal, and we limit our analysis accordingly. *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 640.

[9] In its analysis, the Appellate Court quoted our decision in *QSP, Inc.*, and the sources cited therein to explain: "[T]he term arising out of is very broad . . . . [I]t is generally understood that for liability for an accident or an injury to be said to arise out of [an occurrence], 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 [that occurrence], in order to meet the requirement that there be a causal relationship between the accident or injury and [that occurrence]. *Hogle* v. *Hogle*, [supra, 167 Conn. 577] . . . . To arise out of means to originate from a specified source. Webster's Third New International Dictionary . . . . see also Black's Law Dictionary (7th Ed. 1999) (defining arise as . . . [t]o originate; to stem [from] . . . [t]o result [from]). The phrase arising out of is usually interpreted as indicat[ing] a causal connection. . . . *Coregis Ins. Co.* v. *American Health Foundation*, [241 F.3d 123, 128 (2d Cir. 2001)]; see also *McGinniss* v. *Employers Reinsurance Corp.*, 648 F. Sup. 1263, 1267 (S.D.N.Y. 1986)." (Internal quotation marks omitted.) *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 641–42, quoting *QSP, Inc.* v. *Aetna Casualty & Surety Co.*, supra, 256 Conn. 373–74.

[10] For similar reasons, we reject Misiti's argument regarding the Appellate Court's definition of "use" within the phrase "arising out of the . . . use" of the leased premises. The Appellate Court analyzed the use of the leased premises by referring to a case in which it previously had relied on the definition of the word "use" in Webster's Third New International Dictionary, notably, "the legal enjoyment of property that consists in its employment, occupation, exercise, or practice." (Internal quotation marks omitted.) *Misiti, LLC* v. *Travelers Property Casualty Co. of America*, supra, 132 Conn. App. 642–43, quoting *Edelman* v. *Pacific Employers Ins. Co.*, supra, 53 Conn. App. 61. Because, however, "Connecticut courts have consistently referred to dictionary definitions to interpret words used in insurance contracts"; *Holy Trinity Church of God in Christ* v. *Aetna Casualty & Surety Co.*, 214 Conn. 216, 223–24 n.5, 571 A.2d 107 (1990); we do not conclude that this was an improper method of interpretation in the present case. Cf. *New London County Mutual Ins. Co.* v. *Nantes*, supra, 303 Conn. 753–54 (construing homeowner's insurance policy containing exclusion for injuries arising out of use of motor vehicle and stating that "use" is "to be given its ordinary meaning"), quoting *Aetna Life & Casualty Co.* v. *Bulaong*, 218 Conn. 51, 63, 588 A.2d 138 (1991); *New London County Mutual Ins. Co.* v. *Nantes*, supra, 756 (construing phrase "according to its natural and ordinary meaning, as revealed by common usage and by our case law").

[11] The dissent asserts that our analysis, which focuses solely on the facts alleged in the complaint, is overly narrow. Instead, the dissent would consider certain extrinsic facts as set forth in the parties' stipulation, maintaining that "facts outside of the complaint that were known by [Travelers] . . . suggest that the claim falls within the scope of coverage . . . ." Such facts, in the dissent's view, include the following: (1) "prior to sustaining her injuries, Middeleer 'ate food and drank wine at the tavern' with her supervisor"; (2) they "walked down a path toward the parking area . . . [and] as the two approached the parking area, they did not take the branch of the path that led directly to where the car was parked, but instead they continued to walk along the river in a park like area located next to the tavern in order to look at the river and a waterfall"; and (3) "Middeleer was injured after the wood fence that was located on the top of the riverbank collapsed, causing her to fall." According to the dissent, if we had considered such facts, we would have determined that "there clearly [was] an allegation tying [Middeleer's injuries] to the particular premises leased to the tavern." We disagree. Even if we assume that these facts were appropriately before us, such facts would not alter our analysis because they do not establish a causal nexus between Middeleer's injuries and the use of the tavern's prem-

ises. We are therefore unpersuaded that such facts support coverage. See *Hartford Casualty Ins. Co.* v. *Litchfield Mutual Fire Ins. Co.*, supra, 274 Conn. 466–67. At most, as the Appellate Court reasoned, such facts suggest that Middeleer's injuries and the use of the tavern occurred in sequence, which is insufficient to establish the requisite causal connection. Thus, even if we were to consider the facts highlighted by the dissent, in addition to our analysis of the complaint in the underlying action, we could not conclude that Middeleer's injuries arose out of the use of the leased premises under these circumstances.

[12] The dissent, relying on cases from other jurisdictions, would instead hold "that an additional insured is entitled to coverage when there is a minimal causal relationship between the liability of the additional insured and the business of the named insured without regard . . . to . . . fault or whether the incident occurred within the leased premises." We are persuaded, however, that this both overstates the import of such cases, for the reasons discussed in footnote 11 of this opinion, and would result in duplicative insurance coverage, which would be contrary to our long-standing public policy against economic waste. See, e.g., *DiLullo* v. *Joseph*, 259 Conn. 847, 854, 792 A.2d 819 (2002) ("[i]t surely is not in the public interest to require all the tenants to insure the building which they share, thus causing the building to be fully insured by each tenancy" [internal quotation marks omitted]), quoting *Peterson* v. *Silva*, 428 Mass. 751, 754, 704 N.E.2d 1163 (1999).

[13] Although Misiti acknowledges that our law "is sufficiently well developed to provide the basis for deciding this case," Misiti asserts that the law of other jurisdictions should persuade us that a duty to defend existed in the present case, a view also advanced by the dissent. We find Misiti's and the dissent's reliance on cases from other jurisdictions, particularly the decision of the Appellate Division of the New Jersey Superior Court in *Harrah's Atlantic City, Inc.* v. *Harleysville Ins. Co.*, 288 N.J. Super. 152, 671 A.2d 1122 (App. Div. 1996), to be unavailing. In *Harrah's Atlantic City, Inc.*, on which Misiti primarily relies, the landlord, an additional insured under its commercial tenant's policy, brought a declaratory judgment action against the tenant's insurer after the insurer declined to defend the landlord in the underlying action. Id., 155. The underlying injuries occurred when the tenant's customers were struck by a vehicle while crossing the street to the landlord's parking garage after shopping at the tenant's store. Id., 154–55. Even though the injuries occurred after the customers exited the tenant's leased premises, the court concluded that the injuries arose out of the use of the leased premises because the customers were on their way to the landlord's garage, where they had parked primarily to shop at the tenant's establishment, when they were injured. Id., 159. As a result, the court determined that the injuries were "within the landscape of risk [that the tenant] reasonably could expect to be insured against." (Internal quotation marks omitted.) Id.

Even under the expansive standard advanced in *Harrah's Atlantic City, Inc.*, however, we are not persuaded that, in the present case, there was the requisite "*substantial nexus* between the occurrence and the use of the leased premises" required under New Jersey law; (emphasis added; internal quotation marks omitted) id., 158; because, unlike in *Harrah's Atlantic City, Inc.*, the underlying complaint in the present case did not allege that Middeleer's injuries were causally connected to the use of the insured premises. Indeed, if were we to consider the facts that the dissent would have us analyze; see footnote 11 of this opinion; we would have further reason to distinguish the present case from *Harrah's Atlantic City, Inc.*, because the stipulated facts in the present case indicate that Middeleer was *not* on the path leading to the parking lot at the time of the accident but, instead, followed a different path, according to the dissent, "to walk along the river . . . ." This fact serves to distinguish the New Jersey case from the present one. Compare *National Fire Ins. Co. of Hartford* v. *Federal Ins. Co.*, 843 F. Sup. 2d 1011, 1013, 1015–16 (N.D. Cal. 2012) (when child was fatally injured during event catered by hotel restaurant but in portion of hotel beyond restaurant's leased premises, injury arose out of use of leased premises as it occurred while child was "at" event "in a general sense" and, thus, requirement that causation be "something more than but for causation" was satisfied [internal quotation marks omitted]), with *Fireman's Fund Ins. Co.* v. *Discover Property & Casualty Ins. Co.*, United States District Court, Docket No. C 08–03079 (N.D. Cal. August 21, 2009) (but for causation insufficient to trigger liability under "arising out of" language when injuries occurred more than 800 feet from leased premises to which customer was

traveling [internal quotation marks omitted]). Accordingly, our decision would not be meaningfully different even if we did rely on the cases from other jurisdictions on which Misiti relies, because these cases likewise require a sufficient causal connection between the injury and the use of the insured premises.