CONNECTICUT APPELLATE COURT

Amica Mutual Insurance Company v. Douglas J. Gilleran et al.

Amica Mutual Ins. Co. v. Gilleran · No. AC 48363 · Decided May 12, 2026

SUMMARY

The Connecticut Appellate Court affirmed partial summary judgment for the defendants in an insurer's declaratory judgment action concerning the duty to defend an automobile negligence claim. The court held that a vehicle's alleged diminution in value after collision and repair potentially constituted damage arising from the partial destruction of tangible property under the policy, triggering the insurer's duty to defend.

CASE DETAILS

COURT	Connecticut Appellate Court
WRITING FOR THE COURT	Elgo, J.; Cradle, C. J.; Westbrook, J.
JURISDICTION	Connecticut Appellate Court
DECIDED	May 12, 2026
DOCKET	AC 48363
DISPOSITION	affirmed
PROCEDURAL POSTURE	The insurer appealed from partial summary judgment entered for the defendants in a declaratory judgment action concerning whether the insurer had a duty to defend its insured in an underlying negligence action.
STANDARD OF REVIEW	Summary judgment and insurance-policy interpretation are reviewed de novo. The insurer seeking summary judgment on a duty-to-defend claim must establish that no allegation in the underlying complaint falls even possibly within the policy's insuring agreement or, if potentially covered, that the claim is excluded by an applicable policy exclusion.
PRECEDENTIAL VALUE	Published Connecticut Appellate Court opinion
PARTIES	Amica Mutual Insurance Company v. Douglas J. Gilleran, Diane M. Gilleran, Jasmin Harding

TOPICS

duty to defend | insurance coverage | declaratory judgment | standard of review | appellate procedure

PRACTICE AREAS

insurance | insurance coverage | civil litigation | appellate practice

QUESTIONS PRESENTED

1. Whether Harding's allegation that the collision caused diminution in the value of her repaired vehicle potentially fell within the policy's coverage for destruction of tangible property.
2. Whether the potentially covered allegation triggered Amica's duty to defend Douglas in the underlying negligence action.
3. Whether the trial court properly granted partial summary judgment to the defendants on the diminution-in-value claim.

HOLDINGS

1. The term "destruction" in the policy's definition of property damage encompasses both total and partial destruction of tangible property.
2. Diminution in the value of a repaired motor vehicle may constitute damages resulting from destruction of tangible property under the policy's coverage for third-party property damage.
3. Because Harding's diminution-in-value allegation reasonably and possibly fell within the policy's coverage, Amica had a duty to defend Douglas in the underlying negligence action.

KEY QUOTATIONS

> *"If an allegation of the complaint falls even possibly within the coverage, then the insurance company must defend the insured."*

> *"We therefore conclude that "destruction," as that term is used in the definition of property damage set forth in the policy, encompasses both total and partial destruction of tangible property."*

> *"Accordingly, part A of the policy obligates the plaintiff to pay damages for both total and partial destruction of a motor vehicle for which its insured is legally responsible following an automobile accident."*

FACTUAL BACKGROUND

On September 23, 2021, Douglas J. Gilleran was driving a vehicle insured by Amica when it collided with a 2020 BMW owned and operated by Jasmin Harding. Harding's negligence complaint alleged that the collision caused damage requiring substantial repairs and caused a diminution in the vehicle's value, as well as loss-of-use and related consequential damages. Amica defended Douglas under a reservation of rights while asserting that the policy did not cover diminution-in-value damages.

PROCEDURAL HISTORY

Jasmin Harding sued Douglas J. Gilleran for negligence after his insured vehicle collided with her BMW, alleging collision damage, repair costs, diminution in value, loss of use, lost time, inconvenience, and loss of life's enjoyment. Amica defended Douglas under a reservation of rights and then brought this declaratory action seeking a determination that it had no duty to defend or indemnify him. The Superior Court granted the defendants' motions for summary judgment concerning the diminution-in-value claim, granted Amica summary judgment concerning the lost-time, inconvenience, and loss-of-life's-enjoyment claims, and Amica appealed. The Connecticut Appellate Court affirmed the judgment.

DISPOSITION

affirmed

CASES CITED

- Fiano v. Old Saybrook Fire Co. No. 1, Inc., 332 Conn. 93, 101, 209 A.3d 629 (2019)
- Nash Street, LLC v. Main Street America Assurance Co., 337 Conn. 1, 8, 251 A.3d 600 (2020)
- Stewart v. Old Republic National Title Ins. Co., 218 Conn. App. 226, 239–41, 291 A.3d 1051 (2023)
- Misiti, LLC v. Travelers Property Casualty Co. of America, 308 Conn. 146, 154, 61 A.3d 485 (2013)
- State v. Anonymous, 240 Conn. 708, 711, 694 A.2d 766 (1997)
- Kroop v. Kroop, 186 Conn. 211, 215, 440 A.2d 293 (1982)
- Thomas v. Roper, 162 Conn. 343, 347, 294 A.2d 321 (1972)
- Delinks v. New York, New Haven & Hartford Railroad Co., 85 Conn. 102, 104, 81 A. 1036 (1911)
- Littlejohn v. Elionsky, 130 Conn. 541, 543, 36 A.2d 52 (1944)
- Orlando v. Liburd, 353 Conn. 845, 867, 348 A.3d 430 (2026)
- Hammarlund v. Troiano, 146 Conn. 470, 473, 152 A.2d 314 (1959)
- Damico v. Dalton, 1 Conn. App. 186, 187, 469 A.2d 795 (1984)
- Capstone Building Corp. v. American Motorists Ins. Co., 308 Conn. 760, 805, 67 A.3d 961 (2013)
- National Casualty Co. v. Mitchell, 162 Miss. 197, 203, 138 So. 808 (1932)
- Republic/NFR & C Parking of Louisville v. Regional Airport Authority of Louisville & Jefferson County, 410 F.3d 888, 892 (6th Cir. 2005)
- Ins. Co. of North America v. Atlantic National Ins. Co., 329 F.2d 769, 779 (4th Cir. 1964)
- American Service Center Associates v. Helton, 867 A.2d 235, 240, 243 (D.C. App. 2005)
- Mata v. Commissioner of Motor Vehicles, 221 Conn. App. 25, 299 A.3d 1262 (2023)
- National Grange Mutual Ins. Co. v. Santaniello, 290 Conn. 81, 93, 961 A.2d 387 (2009)
- Schultz v. Hartford Fire Ins. Co., 213 Conn. 696, 705, 569 A.2d 1131 (1990)
- New London County Mutual Ins. Co. v. Zachem, 145 Conn. App. 160, 166, 74 A.3d 525 (2013)
- Bowman Steel Corp. v. Lumbermens Mutual Casualty Co., 364 F.2d 246, 250 n.8 (3d Cir. 1966)
- Ellis v. King, 184 W. Va. 227, 230, 400 S.E.2d 235 (1990)