SUPREME COURT OF CONNECTICUT

Travelers Insurance Company v. Pondi-Salik

262 Conn. 746 (2003) · Decided March 25, 2003

SUMMARY

The Connecticut Supreme Court affirmed an arbitration award of uninsured motorist benefits to a former state trooper injured while on duty. The court held that benefits paid under General Statutes § 5-192p are retirement benefits, rather than disability benefits, and therefore were not deductible from the uninsured motorist award under the applicable policy.

CASE DETAILS

COURT	Supreme Court of Connecticut
WRITING FOR THE COURT	Vertefeuille, J.; Borden, J.; Norcott, J.; Katz, J.; Sullivan, J.
JURISDICTION	Connecticut
DECIDED	March 25, 2003
DISPOSITION	affirmed
PROCEDURAL POSTURE	The plaintiff appealed from the trial court's denial of its application to vacate an arbitration award of uninsured motorist benefits. The appeal was transferred from the Appellate Court to the Supreme Court of Connecticut.
STANDARD OF REVIEW	Because the arbitration was compulsory, the court conducts de novo review of the arbitrators' interpretation and application of law, including coverage issues.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Travelers Insurance Company v. Michelle Pondi-Salik

TOPICS

uninsured motorist · insurance coverage · statutory interpretation · appellate procedure · standard of review

PRACTICE AREAS

insurance law · uninsured motorist coverage · arbitration · statutory interpretation · state employee retirement benefits

QUESTIONS PRESENTED

1. Whether benefits paid or payable under General Statutes § 5-192p are disability benefits or retirement benefits for purposes of the policy's uninsured motorist offset provision.
2. Whether the trial court properly denied Travelers' application to vacate the compulsory arbitration award.

HOLDINGS

1. Benefits paid pursuant to General Statutes § 5-192p are in the nature of retirement benefits, not disability benefits, and therefore are not deductible from the defendant's uninsured motorist award under the policy.
2. A court reviewing a compulsory uninsured motorist arbitration proceeding must conduct de novo review of the arbitrators' interpretation and application of the law, including coverage issues.
3. Connecticut statutory interpretation requires consideration of the statutory text, legislative history and circumstances, legislative policy, and the relationship to existing legislation and common-law principles, without applying a threshold plain-meaning rule.

KEY QUOTATIONS

> *"A reviewing court therefore must conduct a de novo review of the arbitrators' decision on coverage issues because such issues are subject to compulsory arbitration."* (751)

> *"We conclude, on the basis of the context of § 5-192p and the statute's reliance on credited service to determine both qualification for and calculation of benefits, that benefits paid pursuant to § 5-192p are in the nature of retirement benefits and not disability benefits."* (755)

> *"Disability operates only to accelerate the employee's qualification for retirement benefits under § 5-192p."* (755)

> *"We conclude that the trial court properly determined that the benefits paid to the defendant pursuant to § 5-192p are not deductible from her uninsured motorist award pursuant to the provisions of the policy issued by the plaintiff."* (757)

FACTUAL BACKGROUND

Aetna Casualty & Surety Company issued an automobile insurance policy to the State of Connecticut, and Travelers later became its successor. While operating a vehicle insured under the policy and performing her duties as a state trooper, Pondi-Salik was injured in an automobile accident and recovered workers' compensation benefits and benefits under General Statutes § 5-192p. The arbitration panel awarded her uninsured motorist benefits and concluded that the § 5-192p benefits were retirement benefits rather than deductible disability benefits.

PROCEDURAL HISTORY

Pondi-Salik, a state trooper injured in an automobile accident while on duty, submitted an uninsured motorist claim to Travelers. A majority of a compulsory arbitration panel awarded her $827,025.62 and declined to deduct benefits payable under General Statutes § 5-192p. Travelers sought to vacate the award, but the trial court affirmed it. Travelers appealed, and the Supreme Court of Connecticut transferred the appeal from the Appellate Court and affirmed.

DISPOSITION

affirmed

CASES CITED

- American Universal Ins. Co. v. DelGreco, 205 Conn. 178, 190-91, 530 A.2d 171 (1987)
- Quigley-Dodd v. General Accident Ins. Co. of America, 256 Conn. 225, 234, 772 A.2d 577 (2001)
- State v. Courchesne, 262 Conn. 537, 577-78, 816 A.2d 562 (2003)
- Schiano v. Bliss Exterminating Co., 260 Conn. 21, 42, 792 A.2d 835 (2002)
- Doe v. Doe, 244 Conn. 403, 428-29, 710 A.2d 1297 (1998)
- Zichichi v. Middlesex Memorial Hospital, 204 Conn. 399, 405, 528 A.2d 805 (1987)
- Zachs v. Groppo, 207 Conn. 683, 696, 542 A.2d 1145 (1988)
- Doe v. Institute of Living, Inc., 175 Conn. 49, 62, 392 A.2d 491 (1978)
- Vitti v. Allstate Ins. Co., 245 Conn. 169, 178, 713 A.2d 1269 (1998)