

## Deteriorating Concrete Is Not “Collapse” Under Property Policy, Says Connecticut District Court

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Another Connecticut federal district court joined the growing majority of courts that have held that damage caused by defective concrete is not covered by the homeowners’ property policy. *Dumas v. USAA Gen. Indem. Co.*, 2019 WL 3574920 (D. Conn. Aug. 6, 2019).

Homeowners filed a claim with their property insurer for cracks and deterioration in the concrete foundation of their home. When the insurer denied the claim, the homeowners sued, alleging breach of contract, bad faith and violations of state statutory law. The court granted the insurer’s summary judgment motion on all claims.

The policy defines collapse as “a sudden falling or caving in” or “a sudden breaking apart or deformation such that the building . . . is in imminent peril of falling or caving in and is not fit for its intended use.” The court concluded that this requirement was not met because the evidence established that the damage occurred gradually over time. The court noted that although other Connecticut courts have deemed substantial impairment sufficient to constitute collapse for the purposes of insurance coverage, those cases involved policies that did not define collapse, whereas here, the policy expressly includes a “sudden” requirement.

The court rejected several other arguments asserted by the homeowners, including that coverage was available under the ensuing loss or reasonable repairs provisions, or that the chemical reaction that occurred in the concrete was itself a sudden physical loss that was covered by the policy.

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