TRAUB LIEBERMAN

INSURANCE LAW BLOG

July 22, 2026

Connecticut Appellate Court Construes Policy in Favor of Coverage, Insurer Owes Endocrinologist Duty to Defend

BY: Jud Reddington

In the recent case of *Integris Ins. Co. v. Tohan*, 238 Conn. App. 345 (2026), the Connecticut Appellate Court held that a medical professional liability carrier had a duty to defend an endocrinologist despite the defendant's argument that an intentional conduct exclusion barred coverage.

The plaintiffs in the underlying case alleged that the defendant doctor was negligent in providing professional IVF services, having discovered through genetic testing that the defendant doctor used his own sperm during IFV procedures, without having informed the parents of his conduct. The insurer subsequently filed a declaratory action as to its duty to defend and indemnify the defendant in the separate civil negligence action. While the trial court found that the underlying negligence action contained an allegation that potentially fell within the coverage provided by the insurance policy, as the first count contained allegations regarding professional services, the trial court also determined that the intentional conduct exclusion clearly and unambiguously applied to every allegation in the negligence complaint. The Appellate Court disagreed and reversed, finding that the intentional conduct exclusion did not apply clearly to each and every allegation, including the allegation that the defendant negligently utilized sperm that contained a genetic disease when providing IVF services. This claim was not, on its face, sexual in nature, and the aforementioned exclusion could not apply clearly and unambiguously.

The case, along with countless others, illustrates that a court will narrowly interpret an exclusion, especially when determining the duty to defend.