

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT U.S. COURT OF APPEALS

ELEVENTH CIRCUIT

MARCH 20, 2012

JOHN LEY

CLERK

No. 11-14114
Non-Argument Calendar

D.C. Docket No. 2:09-cv-02148-SLB

QUINTON SWANSON,

Plaintiff-Appellant,

versus

ALLSTATE INDEMNITY COMPANY,

Defendant-Appellee.

Appeal from the United States District Court for the
Northern District of Alabama

(March 20, 2012)

Before MARCUS, MARTIN, and HILL, Circuit Judges:

PER CURIAM:

Quinton Swanson filed this action against Allstate Indemnity Company (“Allstate”), alleging a breach of an insurance contract, bad faith, and misrepresentation in connection with Allstate’s denial of coverage under its contract of insurance with Swanson. Allstate filed a motion for summary judgment, arguing that Swanson materially breached the contract by failing to notify it that the insured property had been vacant for over a year prior to its loss by fire. Allstate also argued that there was no coverage under the contract due to the contract’s exclusion for vandalism or malicious mischief to a vacant house.

The district court granted summary judgment to Allstate in a thorough opinion with which we find no error. Therefore, on the basis of the opinion of Chief United States District Judge Susan Blackburn, issued on the 3rd of August, 2011, we shall affirm.

AFFIRMED.