

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 06-15214

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT JANUARY 12, 2010 JOHN LEY ACTING CLERK

D. C. Docket No. 05-22617-CV-FAM

MASTEC, INC.,
a Florida corporation,
MASTEC NORTH AMERICA, INC.,
a Florida corporation,
d.b.a. C & S Directional Boring, Inc.,
d.b.a. Wilde Construction Company,

Plaintiffs-Appellants,

versus

UNITED STATES FIRE INSURANCE COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Florida

(January 12, 2010)

Before EDMONDSON and PRYOR, Circuit Judges, and CAMP,* District Judge.

PER CURIAM:

Mastec, Inc. and Mastec North America, Inc. (collectively, “Mastec”) appeal the district court’s grant of summary judgment in favor of United States Fire Insurance Co. (“U.S. Fire”). Mastec filed a complaint for declaratory relief under 28 U.S.C. § 2201, seeking to establish that U.S. Fire wrongfully denied coverage for pollution damages caused by a punctured gas pipeline. U.S. Fire denied coverage under one of the policy’s two exclusions for pollution damages. Mastec claims that an endorsement to the policy modifying one of the pollution exclusions rendered the policy ambiguous because it is no longer possible to determine which pollution exclusion applies in the given circumstances.

This case is governed by Florida law. Insurance provisions susceptible to more than one reasonable interpretation, one providing coverage and the other not, are ambiguous and should be strictly construed against the insurer in favor of coverage. Auto-Owners Ins. Co. v. Anderson, 756 So.2d 29, 34 (Fla. 2000). But,

*Honorable Jack T. Camp, United States District Judge for the Northern District of Georgia, sitting by designation.

Mastec has not proposed -- nor can we devise -- a reasonable interpretation of the exclusions that would allow this Court to construe the contract in favor of coverage. Accordingly, the decision of the district court is AFFIRMED.