

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 11-10030

FILED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
NOVEMBER 29, 2011

D.C. Docket No. 3:08-cv-00812-MEF-CSC JOHN LEY
CLERK

ARROWOOD INDEMNITY COMPANY,

Plaintiff-Counter Defendant-
Appellee,

versus

MACON COUNTY GREYHOUND PARK, INC.,
a corporation,

Defendant-Counter Claimant-
Appellant.

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

(November 29, 2011)

Before DUBINA, Chief Judge, COX, Circuit Judge, and GOLDBERG,* Judge.

PER CURIAM:

*Honorable Richard W. Goldberg, United States Court of International Trade Judge, sitting by designation.

Arrowood Indemnity Company (“Arrowood”), the excess insurer, filed a declaratory judgment action seeking a declaration that it had no legal duty to indemnify its insured, Macon County Greyhound Park, Inc. (“MCGP”), for a judgment against MCGP in excess of MCGP’s primary liability insurance coverage. MCGP appeals the district court’s grant of summary judgment in favor of Arrowood and the denial of MCGP’s motion for summary judgment.

MCGP presents three arguments on appeal: first, that the district court erred by ruling as a matter of law that MCGP’s delay in giving notice violated the notice provision of Arrowood’s excess liability insurance policy; second, that the district court erred by deciding Arrowood was prejudiced by this delay; and third, that the district court erred by concluding as a matter of law that MCGP was not protected by the savings clause in the policy.

Having considered the briefs, relevant parts of the record, and having heard oral argument, we reject MCGP’s arguments for the reasons stated in the district court’s well-reasoned opinion. We affirm the district court’s grant of summary judgment in favor of Arrowood and the denial of MCGP’s motion for summary judgment.

AFFIRMED.