

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

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No. 13-14345

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Docket No. 2:10-cv-01840-IPJ

ALABAMA GAS CORPORATION,

Plaintiff - Appellant,

versus

TRAVELERS CASUALTY AND SURETY COMPANY,  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY,  
ST. PAUL SURPLUS LINES INSURANCE COMPANY,  
ST. PAUL MERCURY INSURANCE COMPANY,

Defendants - Appellees.

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

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(June 11, 2014)

Before MARCUS and EDMONDSON, Circuit Judges, and TREADWELL,<sup>\*</sup>  
District Judge.

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<sup>\*</sup> Honorable Marc T. Treadwell, United States District Judge for the Middle District of Georgia, sitting by designation.

PER CURIAM:

This case is a state-law case involving a question of coverage under a series of insurance contracts dealing with land, hazardous substances and clean-up costs. In full opinions, the district court ruled by summary judgment for insurer and against coverage for indemnification and against bad faith damages for the insurer's refusal to defend. After hearing oral argument and after deliberation, we see no reversible error and affirm the judgment.

Briefly stated, we agree that the occurrences that might trigger coverage in this case happened too early -- before 1949 -- for the proved pertinent policy periods. About bad faith, we agree that, given the circumstances, the amount of time that elapsed before the insurer's express denial does not equal an earlier constructive denial. And we agree that the question of whether a PRP letter from the EPA triggered a defense obligation was debatable before the Supreme Court of Alabama decided the question in this case. The record will not support bad faith.

AFFIRMED.