NOT FOR PUBLICATION

In the

United States Court of Appeals

For the Eleventh Circuit

No. 25-10965
Non-Argument Calendar

ROCKWELL PROPERTY INC.,
d.b.a. Equator Resort,

Plaintiff-Appellant,

versus

CENTURY SURETY COMPANY,
CITY OF KEY WEST,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 4:23-cv-10083-KMM

Before BRASHER, ABUDU, and ANDERSON, Circuit Judges.

PER CURIAM:

Rockwell Property Inc. appeals the district court's grant of summary judgment to Century Surety Company. Rockwell says that its insurance policy's civil authority clause covers the business income it lost when one of its properties was damaged by a fire. Because the civil authority clause is not triggered, we affirm the district court's judgment.

I. BACKGROUND

Century issued Policy No. CCP 1045438 to Rockwell, providing commercial property coverage for five buildings collectively operating as a resort. The policy's "Commercial Property Coverage Part Declarations" include a "Description of Premises" schedule that lists the five buildings by address. The Declarations provide distinct coverage limits for each building, including separate "Optional Coverages" for "Business Income/Extra Expense."

The civil authority clause of the policy's "Business Income (and Extra Expense) Coverage Form" provides coverage for lost business income when the government limits access to the property because of damage outside the premises:

> In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.
>
> When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by

> action of civil authority that prohibits access to the described premises . . . .

On February 26, 2022, a fire damaged the resort's laundry building. The other four scheduled buildings did not sustain direct physical damage. That evening, the City of Key West Fire Department turned off electricity at the resort. The electricity was restored and the resort deemed safe to reopen on March 2, 2022.

Century acknowledged coverage for damages to the laundry building and issued payments. Rockwell also sought recovery for lost business income associated with the other four buildings, for which Century denied coverage. Rockwell subsequently filed suit for breach of contract. At the close of discovery, Century moved for summary judgment, arguing that coverage for the other four buildings was unavailable as a matter of law. In opposing the motion, Rockwell asserted that lost income associated with the closure of the other four buildings was covered under the policy's civil authority provision. The district court granted summary judgment for Century, holding that Rockwell was not entitled to coverage under the civil authority clause.

Rockwell timely appealed.

II. DISCUSSION

Rockwell asserts that the district court misinterpreted the civil authority clause and improperly granted summary judgment to Century. Rockwell argues that the laundry building and the other four buildings are separate premises and the civil authority clause covers its lost income resulting from the closure of the other buildings. Century argues that because the five buildings together constitute the resort premises, the laundry building fire did not damage property outside the premises and the civil authority clause is not triggered. We agree with Century.

We review a grant of summary judgment *de novo*, applying the same legal standards as the district court. *Hegel v. First Liberty Ins. Corp.*, 778 F.3d 1214, 1219 (11th Cir. 2015). Likewise, the interpretation of an insurance policy is a question of law reviewed *de novo*. *Id.*

Civil authority coverage insures against government-ordered business closures. In many insurance policies, civil authority coverage is triggered when a government order prohibits access to an insured property because of physical damage to other property in the near vicinity. *See, e.g.*, *SA Palm Beach LLC v. Certain Underwriters at Lloyd's, London*, 506 F. Supp. 3d 1248, 1255–56 (S.D. Fla. 2020), *aff'd*, 32 F.4th 1347 (11th Cir. 2022).

In this case, because the Fire Department shut off electricity at the resort because of a fire on the resort property, not outside the property, the civil authority clause does not provide coverage for Rockwell's lost income. Under Florida law, if the language of an insurance policy is unambiguous, the text governs the policy's interpretation. *State Farm Fire & Cas. Co. v. Steinberg*, 393 F.3d 1226, 1230 (11th Cir. 2004). Under the civil authority clause, the policy covers lost business income "[w]hen a Covered Cause of Loss causes damage to property *other than property at the described premises*" (emphasis added). Doc 20-1 at 289–90. The civil authority clause defines "described premises" as "premises to which this Coverage Form applies, as shown in the Declarations." *Id.* The declarations list the five buildings that comprise the resort, including the laundry building that suffered the fire. Accordingly, the text of the insurance policy unambiguously establishes that the civil authority clause does not cover Rockwell's lost business income.

Rockwell argues that the five scheduled buildings are separate premises because they have separate coverage limits. We disagree. The "described promises" is established by the declarations, and the declarations describe all the buildings. Thus, "described premises" refers collectively to all five resort buildings listed on the declarations' "Description of Premises" schedule. Because the civil authority clause covers only lost business income resulting from damage to a "property other than property at the described premises," the civil authority clause does not cover Rockwell's lost business income.

III. CONCLUSION

The district court correctly held that the civil authority clause does not apply to coverage of lost business income for the four scheduled buildings not physically damaged in the laundry building fire. We **AFFIRM** the court's grant of summary judgment to Century.