

STEVEN J. HARTLEY

v.

ALLSTATE INSURANCE COMPANY

Argued September 11, 2013
Decided October 22, 2013

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD,
GORMAN and JABAR, JJ.

MEMORANDUM OF DECISION

Steven J. Hartley appeals from a judgment of the Superior Court (Penobscot County, *Cuddy, J.*) granting summary judgment on statute of limitations grounds in favor of Allstate Insurance Company on Hartley's action to recover damages against Allstate. Contrary to Hartley's contention, the court did not err in concluding that the conformity clause of the insurance policy required that the two-year limitations period established in 24-A M.R.S. § 2433 (2012) applied, and not the general six-year limitations period established in 14 M.R.S. § 752 (2012). *See L & A United Grocers, Inc. v. Safeguard Ins. Co.*, 460 A.2d 587, 589–90 (Me. 1983). Further, the court did not err in granting summary judgment because, as the court determined, regardless of whether the limitations period was measured from the time of the loss or the time when the action accrued, the action was filed outside of the two-year limitations period.

The entry is:

Judgment affirmed.

On the briefs and at oral argument:

Jeffrey T. Edwards, Esq., Preti Flaherty Beliveau & Pachios, LLP, Portland,
for appellant Steven J. Hartley

Martica S. Douglas, Esq., Douglas, Denham, Buccina & Ernst, Portland, for
appellee Allstate Insurance Company

Penobscot County Superior Court docket number CV-2012-11
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