

EZRA HALKETT

v.

THE AMERICAN INSURANCE COMPANY

Argued February 13, 2013
Decided February 28, 2013

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

MEMORANDUM OF DECISION

Ezra Halkett appeals from the entry of a summary judgment by the Superior Court (Hancock County, *A. Murray, J.*) in favor of The American Insurance Company (American) on Halkett's complaint seeking (1) a declaration that a "Personal Catastrophe Cover Excess Liability Policy" (the excess policy) issued by American to Herbert Golden provided coverage for an automobile accident occurring in Jamaica in March 2000 in which Halkett was injured; and (2) to reach and apply the proceeds of the excess policy to satisfy a 2007 judgment Halkett obtained against Golden's estate.

The excess policy includes a provision that limits its coverage, other than coverage amounts, to the personal automobile policy with the broadest coverage sold by American in the State of New York. Contrary to Halkett's contention, the court correctly found on the summary judgment record that the accident occurring in Jamaica was not covered by American's "broadest coverage" policy.¹

¹ Halkett contends that a condition in the excess policy stating that "[t]his coverage applies anywhere in the world" stands independently and controls over the provision limiting coverage. We disagree and conclude that the condition does not expand the territorial limits of the underlying "broadest coverage" policy. It simply states that coverage under the excess policy is not geographically limited by its own

Accordingly, the court did not err in finding that no genuine issue of material fact remained requiring a trial. M.R. Civ. P. 56(c).

Furthermore, given the procedural history of this case the court did not abuse its discretion in denying Halkett's motion made pursuant to M.R. Civ. P. 56(f) to conduct additional discovery. *See S. Portland Police Patrol Ass'n. v. City of S. Portland*, 2006 ME 55, ¶¶ 11-12, 896 A.2d 960.

The entry is:

Judgment affirmed.

On the briefs:

Arthur J. Greif, Esq., and Julie D. Farr, Esq., Gilbert & Greif, P.A., Bangor,
for appellant Ezra Halkett

Marc Frenette, Esq., Skelton, Taintor & Abbott, Auburn, and David
Guadagnoli, Esq., Rivkin Radler, LLP, Uniondale, New York, for appellee
The American Insurance Company

At oral argument:

Arthur J. Greif, Esq., for appellant Ezra Halkett

David Guadagnoli, Esq., for appellee The American Insurance Company

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terms. Territorial limitations on coverage are established by the terms and conditions of the underlying personal automobile policy with the broadest coverage sold by American in New York.