

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 15-14192
Non-Argument Calendar

D.C. Docket No. 9:15-cv-80017-DMM

AMERICAN ALTERNATIVE INSURANCE CORPORATION,
a Delaware corporation,

Plaintiff-Appellee,

versus

CONNOR LOGAN, individually,
THIERRY GENOYER, individually,
LUKE GENOYER, individually,

Defendants-Appellants.

Appeal from the United States District Court
for the Southern District of Florida

(May 4, 2016)

Before TJOFLAT, JORDAN, and JULIE CARNES, Circuit Judges.

PER CURIAM:

This is a declaratory judgment action brought by American Alternative Insurance Company (“AAIC”). AAIC issued an umbrella policy of insurance to Thierry Genoyer as the named insured and seeks a declaration that it has no duty to defend or indemnify Connor Logan, Thierry Genoyer and Luke Genoyer (“Defendants”) in connection with a personal injury action Logan brought against the Genoyers in a Florida state court.¹ The Defendants concede that the “cross-liability exclusion” of the AAIC bars coverage for Logan’s claims against the Genoyers, but argue that they are entitled to coverage under the policy based on promissory estoppel. The District Court rejected Defendants’ promissory estoppel argument and granted AAIC summary judgment in an order entered on August 20, 2015. Defendants appeal the judgment. We affirm, concluding for the reasons stated in the District Court’s order that Defendants failed to establish a case of promissory estoppel as a matter of law.

AFFIRMED.

¹ Logan seeks damages for the injuries he sustained when he lost control of a vehicle entrusted to him by Luke Genoyer, with the permission of his father, Thierry Genoyer, and struck a tree.