

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 13-2185

U-HAUL CO. OF PENNSYLVANIA,
Appellant

v.

UTICA MUTUAL INSURANCE COMPANY,
a New York corporation;
REPUBLIC FRANKLIN INSURANCE COMPANY,
a New York corporation

On appeal from the United States District Court
for the District of Delaware
(D.C. No. 1-11-cv-00510)
District Judge: Honorable Richard G. Andrews

Submitted Under Third Circuit LAR 34.1(a)
February 14, 2014

BEFORE: McKEE, *Chief Judge*, and CHAGARES and SHWARTZ, *Circuit Judges*

(Opinion Filed: May 1, 2014)

OPINION OF THE COURT

McKEE, *Chief Judge*

U-Haul Co. of Pennsylvania appeals the District Court's grant of summary judgment in favor of Utica Mutual Insurance Co. We will affirm.

In granting summary judgment in favor of Utica, the District Court concluded that Kirkwood violated the terms of the underlying insurance policy by settling Billings' claim without Utica's consent and that this gave rise to a presumption of prejudice under Delaware law. *See U-Haul Co. of Pa. v. Utica Mut. Ins. Co.*, No. 11-510-RGA, 2013 WL 1726192, at * 4 (D. Del. Mar. 28, 2013).

In reaching its conclusions, the District Court carefully and thoroughly explained its reasons for its conclusions, correctly identified the controlling law, and explained why that authority mandated summary judgment. We can add little to the court's well-reasoned and thorough opinion. Accordingly, we will affirm for substantially the reasons set forth by the District Court.