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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

LAFAYETTE DIVISION

JILL P. BROSS, ET AL

CIVIL ACTION NO. 06-1523

VERSUS

JUDGE DOHERTY

CHEVRON U.S.A., INC., ET AL.

MAGISTRATE JUDGE METHVIN

**MEMORANDUM RULING**

Pending before this Court is the Amended Motion for Summary Judgment [Doc. 147] and Supplemental Memorandum in Support [Doc. 195] filed by XL Specialty Insurance Company (“XL Specialty”). XL Specialty seeks “a ruling that no coverage exists under the policy of liability insurance which XL Specialty issued to Qualitech Services, Inc.,” and therefore seeks “a dismissal of the Cross-Claim of Qualitech Services, Inc. with full prejudice.” Chevron U.S.A., Inc. (“Chevron”) and Qualitech Services, Inc. (“Qualitech”) filed opposition briefs [Docs. 207 & 209, respectively], and XL Specialty filed a reply brief [Doc. 222]. For the following reasons, XL Specialty’s motion is DENIED at this time.

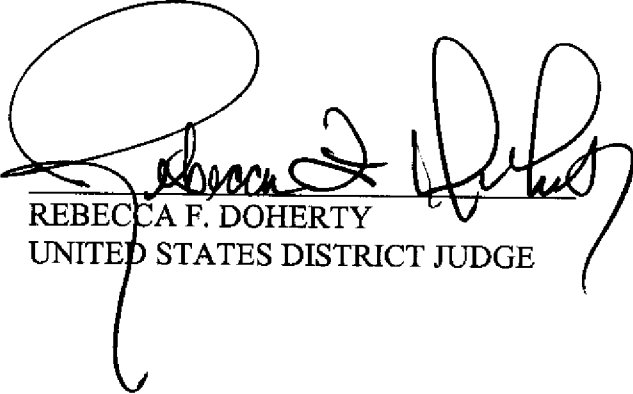
This Court notes the XL Specialty Policy is a self-styled “Marine excess Liability “Bumbershoot” Policy.” Specifically, Section A of the policy, entitled “Coverage,” as well as the exclusion for “assumed contracts” contained in Section III(A)(11)(o), key off of what is referred to in the policy as the “Underlying Insurance.” Additionally, all parties agree and do not dispute the XL Specialty Policy provides excess coverage over and above the “Underlying Insurance.” However, this Court has thus far been unable to determine whether the “Underlying Insurance” –

**presumably**, the argued CGL policy purchased by Qualitech from Evanston Insurance Company – provides coverage in this case, and to whom that coverage applies. For this reason, the Court cannot resolve the instant motion for summary judgment, as there are genuine issues of material fact regarding whether the XL Specialty policy provides coverage to Qualitech in this matter.

Considering the foregoing,

IT IS ORDERED that XL Specialty Insurance Company’s Amended Motion for Summary Judgment [Doc. 147] is DENIED in its entirety, as there are genuine issues of material fact as to whether the XL Specialty Policy provides coverage to Qualitech Services, Inc. under the facts and circumstances of this case.

THUS DONE AND SIGNED in Lafayette, Louisiana on this 2 day of September, 2009.



REBECCA F. DOHERTY  
UNITED STATES DISTRICT JUDGE