

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

---

No. 01-50837  
Summary Calendar

---

GENERAL ACCIDENT INSURANCE COMPANY,

Plaintiff,

VERSUS

UNITY/WATERFORD-FAIR OAKS, LTD.,

Defendant - Cross Claimant - Appellant,

VERSUS

FIREMAN'S FUND INSURANCE COMPANY OF OHIO,

Cross Defendant - Appellee.

---

Appeal from the United States District Court  
For the Western District of Texas, San Antonio

---

(SA-97-CV-624)

November 8, 2002

Before BARKSDALE, DeMOSS, and BENAVIDES, Circuit Judges.

PER CURIAM:\*

Unity/Waterford-Fair Oaks, Ltd. (Unity) filed a cross-claim against Fireman's Fund Insurance Company of Ohio (Fireman's) for insurance benefits under an insurance policy issued by Fireman's relative to property damage to an apartment project complex located

---

\*Pursuant to 5TH CIR. R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

in San Antonio, Texas and owned by Unity. The Fireman's policy was an excess policy covering damages in excess of \$1,000,000.00; and Fireman's denied that the repair cost of all damages exceeded \$1,000,000.00. The case was tried to the Court without a jury. The district court entered extensive findings of fact and conclusions of law and held that Unity was not entitled to recover on the policy because the total of all losses did not exceed \$1,000,000.00 and therefore the losses were not covered by Fireman's policy. Unity appeals to this Court.

We have carefully reviewed the briefs, the record excerpts, and relevant portions of the record itself. For the reason and the findings made by the district court in its findings of facts and conclusions of law, we AFFIRM the final judgment that Unity take nothing from Fireman's. AFFIRM.