

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 95-60395

CITY OF SOUTHAVEN, MISSISSIPPI; HAROLD MOORE,
Individually And Officially As Members of the
Board of Aldermen, City of Southaven, Mississippi;
LORINE CADY, Individually And Officially As Members
of the Board of Alderman, City of Southaven,
Mississippi; HERBERT DICKSON, Individually And
Officially As Members of the Board of Aldermen, City
of Southaven, Mississippi; LENA THATCH, Individually
And Officially As Members of the Board of Aldermen,
City of Southaven, Mississippi; OATY HART, Individually
And Officially As Members of the Board of Aldermen, City
of Southaven, Mississippi; SCOTTSDALE INSURANCE COMPANY,

Plaintiffs-Appellants,

versus

NUTMEG INSURANCE COMPANY AND/OR ITT HARTFORD;
TWIN CITY FIRE INSURANCE COMPANY,

Defendants-Appellees.

Appeal from the United States District Court
for the Northern District of Mississippi
(2:95-CV-132B)

March 7, 1995

Before LAY*, HIGGINBOTHAM and STEWART, Circuit Judges.

PER CURIAM:**

*Circuit Judge of the Eighth Circuit, sitting by designation.

**Pursuant to Local Rule 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

We are persuaded that the district court did not err in concluding that the law enforcement exclusions in the Nutmeg and Twin City policies barred coverage for the claims of the Lusk family. Equally so, we are unpersuaded that the district court erred in concluding that Nutmeg and Twin City owed no duty to defend. Finally, we are persuaded that the district court did not err in concluding that Twin City did not waive reliance on the law enforcement exclusion by its handling of the reservation of rights notice.

The City of Southaven, Mississippi purchased three insurance policies with complimentary coverages. We agree with the district court's reading of these interlaced coverages.

AFFIRMED.