

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 14-10514
Summary Calendar

United States Court of Appeals
Fifth Circuit

FILED

October 24, 2014

Lyle W. Cayce
Clerk

DORETHA FAYE HALL,

Plaintiff - Appellant

v.

FIDELITY & GUARANTY LIFE INSURANCE COMPANY, formerly known
as OM Financial Life Insurance Company,

Defendant - Appellee

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 4:13-CV-394

Before KING, JOLLY, and HAYNES, Circuit Judges.

PER CURIAM:*

Doretha Faye Hall filed suit against Fidelity & Guaranty Life Insurance Company (F&G) after it denied her claim for the proceeds of a life insurance policy F&G issued to her deceased husband. She asserted claims for breach of contract, breach of duty of good faith and fair dealing, violations of the Texas Deceptive Trade Practices Act, and violations of the Texas Insurance Code.

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

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F&G moved for summary judgment on the ground that the life insurance policy issued to Hall's husband had lapsed for non-payment of premiums prior to his death. After Hall failed to respond, the district court granted summary judgment for F&G. Hall moved for reconsideration. The district court denied the motion and Hall timely appealed.

Hall argues that her case merits special consideration and that she was entitled to an explanation of the importance of responding to the summary judgment motion because of her pro se status at the time the summary judgment motion was filed. That contention is foreclosed by our precedent. *See Martin v. Harrison Cnty. Jail*, 975 F.2d 192, 193 (5th Cir. 1992).

The district court properly granted summary judgment for F&G based on the undisputed evidence that the life insurance policy had lapsed prior to Mr. Hall's death. Further, the district court did not abuse its discretion in denying Hall's motion for reconsideration because the evidence she submitted with that motion did not raise a genuine issue of material fact with regard to the lapse of the policy.

The judgment of the district court is AFFIRMED.