

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 97-30507
Summary Calendar

JEAN A. MEADE,

Plaintiff-Appellant,

versus

USAA LIFE INSURANCE COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Eastern District of Louisiana
(96-CV-1815)

January 22, 1998

Before JONES, SMITH, and STEWART, Circuit Judges.

PER CURIAM:*

Plaintiff, Jean A.M. Meade, appeals the district court's summary judgment denying her claim for benefits from a life insurance policy issued by USAA Life Insurance Company and covering the life of her deceased ex-husband. The company denied coverage because Meade's former husband ceased paying premiums and allowed

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 R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

the policy to lapse more than one year before he died; USAA asserted that it had no contractual or legal duty to notify Meade of the lapse. Meade argues that there are genuine issues of material fact which would preclude the grant of summary judgment.

We have carefully reviewed the briefs and the record, and we find no reversible error. Accordingly, we affirm for essentially the reasons relied upon by the district court. See *Meade v. USAA Life Ins. Co.*, No. 96-CV-1815 (E.D. La. Feb. 6, 1997). In particular, Meade is not entitled to coverage because Louisiana law affords no support for her argument that the one-year policy extension provided by LSA-R.S. 22:177 either did not apply to her or lasted beyond May 14, 1995, one year after her ex-husband's death.¹

¹USAA's brief on appeal was of limited help insofar as it implied there was "no evidence" on some issues when, in fact, there was disputed evidence but the issues were not material to the parties' dispute. Fortunately, the district court exhibited no such confusion. USAA should more carefully follow the standards for appellate review of summary judgments.