

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 98-31150
Summary Calendar

COREGIS INSURANCE COMPANY,

Plaintiff-Appellee,

versus

RONALD L. WILSON; ET AL,

Defendants,

RONALD L. WILSON,

Defendant-Appellant.

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 97-CV-3033-F

June 30, 1999

Before EMILIO M. GARZA, BENAVIDES and STEWART, Circuit Judges.

PER CURIAM:*

Ronald Wilson appeals the district court's grant of Coregis Insurance Company's (Coregis) motion for summary judgment in this contract rescission case. Wilson argues that (1) the exclusion in the insurance policy required that Coregis prove intent to deceive and (2) he could not have foreseen a malpractice claim.

* Pursuant to 5th Cir. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5th Cir. R. 47.5.4.

From 1992 through 1995, Wilson represented several clients whose claims were eventually dismissed because they had been filed untimely. After the judgment in the clients' case became final, Coregis issued an insurance policy to Wilson for the period of September 3, 1996 to September 3, 1997. The policy application required Wilson to state whether he was aware of any potential malpractice suits that may be brought against him. Although Wilson knew that he had untimely filed a law suit which resulted in dismissal, he did not report it to Coregis. When Wilson's clients eventually filed a malpractice suit against him, Coregis filed this suit to rescind the insurance policy and to seek a declaratory judgment stating that it had no duty to defend or indemnify Wilson against the claim.

After a careful review of the record and the parties' briefs, we affirm for essentially the same reasons given by the district court in its order and reasons for granting summary judgment dated August 28, 1998.

AFFIRMED.