

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 18-2301

UNITED PROPERTY & CASUALTY INSURANCE COMPANY,

Plaintiff - Appellee,

v.

JAMES MOSELEY; TABITHA MOSELEY, as Guardian Ad Litem for K.M. and
Individually,

Defendants - Appellants,

and

JEFFREY SURPRENANT; JILL SURPRENANT,

Defendants.

Appeal from the United States District Court for the Eastern District of North Carolina, at
Wilmington. Louise W. Flanagan, District Judge. (7:17-cv-00096-FL)

Submitted: December 19, 2019

Decided: January 15, 2020

Before WILKINSON, WYNN, and HARRIS, Circuit Judges.

Affirmed by unpublished per curiam opinion.

Bradley A. Coxe, HODGES COXE POTTER & PHILLIPS, LLP, Wilmington, North
Carolina, for Appellants. George Lee Simpson, IV, SIMPSON LAW FIRM, PLLC,

Raleigh, North Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

James and Tabitha Moseley appeal the district court's order granting summary judgment to United Property & Casualty Insurance Co. ("UPC") and declaring that UPC was not obligated to provide coverage for their daughter's injury from a bite by a Bull Mastiff owned by Jeffrey and Jill Surprenant. The Moseleys challenge the district court's decision in three respects, asserting: (1) the Surprenants did not make a material misrepresentation in their application for homeowners insurance; (2) even if they did, UPC waived this misrepresentation through its agent; and (3) even if UPC did not waive this through its agent, it did so by consistently renewing the Surprenants' insurance. We have reviewed the record and find no reversible error. Accordingly, we affirm for the reasons stated by the district court. *United Prop. & Cas. Ins. Co. v. Surprenant.*, No. 7:17-cv-00096-FL (E.D.N.C. Sept. 27, 2018). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED