

**UNPUBLISHED**

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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**No. 10-1216**

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JAMES R. BAILES,

Plaintiff - Appellant,

v.

ERIE INSURANCE PROPERTY AND CASUALTY COMPANY,

Defendant - Appellee.

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Appeal from the United States District Court for the Southern District of West Virginia, at Huntington. Robert C. Chambers, District Judge. (3:09-cv-00146)

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Submitted: June 14, 2011

Decided: June 22, 2011

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Before WILKINSON and MOTZ, Circuit Judges, and HAMILTON, Senior Circuit Judge.

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Affirmed by unpublished per curiam opinion.

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Todd A. Biddle, Melissa Eakle Leasure, BAILES, CRAIG & YON, PLLC, Huntington, West Virginia, for Appellant. Matthew J. Perry, LAMP, O'DELL, BARTRAM, LEVY, TRAUTWEIN & PERRY, P.L.L.C., Huntington, West Virginia, for Appellee.

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Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

James R. Bailes appeals the district court's orders granting summary judgment for Erie Insurance Property and Casualty Company ("Erie") in Bailes' declaratory judgment action seeking coverage on two insurance contracts. Bailes sought to determine whether policies issued by Erie provided coverage against claims arising from an accidental death as well as injuries to others in a rental property owned by Bailes and his brother. Bailes also appeals the district court's denial of his subsequent motion for reconsideration. We have reviewed the record and find no reversible error.

We review an award of summary judgment de novo. See PCS Phosphate Co. v. Norfolk S. Corp., 559 F.3d 212, 217 (4th Cir. 2009). Summary judgment is appropriate when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); see Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986). In determining whether the moving party has shown that there is no genuine issue of material fact, we must assess the factual evidence and all inferences to be drawn therefrom in the light most favorable to the non-moving party. Robinson v. Clipse, 602 F.3d 605, 607 (4th Cir. 2010). We review the denial of a Fed. R. Civ. P. 59(e) motion to alter or amend the judgment

for abuse of discretion. Sloas v. CSX Transp., Inc., 616 F.3d 380, 388 (4th Cir. 2010).

After reviewing the record, we agree with the district court that the express terms of the Ultracover Home Protector insurance policy and the Personal Catastrophe Liability Endorsement exclude coverage for the claims asserted against Bailes that give rise to this litigation. Accordingly, we affirm the district court's orders. We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED