

UNPUBLISHED

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

SHANNON D. OGLE,

Plaintiff-Appellant.

v.

No. 99-2143

UNITED STATES LIFE INSURANCE

COMPANY,

Defendant-Appellee.

SHANNON D. OGLE,

Plaintiff-Appellant.

v.

No. 99-2144

HARTFORD LIFE INSURANCE COMPANY,

Defendant-Appellee.

Appeals from the United States District Court

for the District of Maryland, at Baltimore.

Frederic N. Smalkin, District Judge.

(CA-99-1370-S, CA-99-1395-S)

Submitted: February 29, 2000

Decided: March 15, 2000

Before NIEMEYER, TRAXLER, and KING, Circuit Judges.

Affirmed by unpublished per curiam opinion.

COUNSEL

Clifford R. Bridgford, Frederick, Maryland, for Appellant. Thomas G. Young, III, YOUNG & VALKENET, L.L.C., Baltimore, Maryland; Nell B. Strachan, VENABLE, BAETJER AND HOWARD, L.L.P., Baltimore, Maryland, for Appellees.

Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

OPINION

PER CURIAM:

Shannon Ogle appeals the district court's orders denying her motions for summary judgment, granting summary judgment to Hartford Life Insurance Company (Hartford), granting summary judgment to United States Life Insurance Company (U.S. Life), and denying her Fed. R. Civ. P. 60 motion for reconsideration in her ERISA actions, 29 U.S.C. §§ 1001-1461 (1994). Ogle claims that the district court erred in finding as a matter of law that Hartford's claims examiner did not abuse its discretion in determining that her decedent was intoxicated at the time of his death and that his intoxication caused the motorcycle wreck in which he sustained his fatal injuries. We have reviewed the record and find that Hartford's decision was "the result of a deliberate, principled reasoning process" and that it was "supported by substantial evidence." Ellis v. Metropolitan Life Ins. Co., 126 F.3d 228, 232 (4th Cir. 1997).

Ogle also claims that the district court erred when it found as a matter of law that U.S. Life properly denied the accidental death claim that she brought on behalf of her decedent based upon its policy's intoxication exclusion. We find that the district court properly granted summary judgment in favor of U.S. Life. See Baker v. Provident Life & Accident Ins. Co., 171 F.3d 939, 942 (4th Cir. 1999); see also Weaver v. Phoenix Home Life Ins. Mut. Ins. Co., 990 F.2d 154, 157 (4th Cir. 1993).

Accordingly, we affirm the orders of the district court. 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