

Court Holds that Benefit Denial Notices Must Include Time Limits for Judicial Review

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In the case of *Moyer v. Metropolitan Life Ins. Co.*, the U.S. Court of Appeals for the Sixth Circuit held that a notice of benefit denial under ERISA must include not only a statement of the claimant's right to judicial review of the benefit denial, but also any associated time limits for filing a claim for judicial review. Moyer was a participant in an employer-sponsored long-term disability plan that was subject to ERISA (the "Plan"). MetLife was the designated claims fiduciary under the Plan. MetLife denied Moyer's claim for benefits and his subsequent internal appeal of that denial. Nearly four years later, Moyer sued MetLife for the denied benefits under Section 502 of ERISA. The Plan document specified a three-year limitations period for filing such a lawsuit, but neither MetLife's benefit denial notice to Moyer nor the Plan's summary plan description ("SPD") included any such limitations period. The district court dismissed Moyer's lawsuit as being time-barred. On appeal, the Sixth Circuit looked to ERISA's claims procedure regulations, which require benefit denial notices to include a description of the plan's review procedures and the time limits applicable to such procedures, noting that such regulations expressly include a claimant's right to judicial review. Because MetLife's benefit denial notice did not include the applicable three-year time limit that was in the Plan, the Court held that Moyer's lawsuit was not time-barred. The court did not reach the question of whether the judicial review time limit must be included in the SPD. Please note that the Sixth Circuit's holding in this case differs from decisions of certain other federal appeals courts that have applied a "substantial compliance" standard when assessing compliance with ERISA's claims procedure regulations. The takeaway from this case is that ERISA plan administrators and claims fiduciaries are well-advised to ensure that any time limits for judicial review imposed by an ERISA plan are incorporated into both the benefit denial notices for any denied claims under the plan as well as the plan's SPD. A copy of *Moyer v. Metropolitan Life Ins. Co.* is available [here](#).