

Plan's Limitations Period for Judicial Review of Benefit Denial Not Enforceable

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A federal district court in the Tenth Circuit recently held in *William G. v. United Healthcare* that the six-month limitations period for filing a lawsuit challenging a benefits denial under a self-funded, employer-sponsored group health plan subject to ERISA, which was imposed by the terms of the plan, was unenforceable against the plaintiff who was a plan participant. The court determined that the benefit denial notices related to the participant's claim for benefits did not disclose the plan's limitations period as required by ERISA's claims regulations. Despite the fact that the plan's limitations period was specifically set out on three pages in the plan's summary plan description, the court followed precedent in other courts and interpreted ERISA's claims regulations to require disclosure of the plan's limitations period as part of the description of the plan's review procedures that must be included in benefit claim denial notices (including notices regarding claims on appeal). Based on the court's ruling, the motion by defendants (United Healthcare, *et al.*) to dismiss the case for untimeliness was denied, and the plan participant was thus permitted to proceed to litigate his denied benefit claims, which totaled more than \$500,000. This case serves as a reminder for ERISA plan administrators to ensure that any plan-imposed limitations period for filing an ERISA lawsuit challenging a benefit claim denial is included in all denial notices sent to the participant. In the event that claims adjudication has been delegated to a third-party claims administrator (a **TPA**), the plan administrator should consult with its TPA to confirm that all benefit denial notices contain the plan's limitations period and satisfy the other applicable ERISA requirements. Failure to satisfy these requirements can result in non-enforceability of the plan's limitations period and other adverse consequences for the plan sponsor. *William G. v. United Healthcare*, No. 1:16-cv-00144-DN (D. Utah June 2, 2017).