

Plan Administrators are Afforded Broad Discretion with Appropriate Language in ERISA Plan Documents

May 22, 2014

In the case of *Hall v. Metropolitan Life Insurance Co.*, the U.S. Court of Appeals for the Eighth Circuit ruled that MetLife had not abused its discretion in denying a widow's claim for benefits under her husband's life insurance policy, which was subject to the Employee Retirement Income Security Act ("ERISA"), where the plan document explicitly vested MetLife with the discretionary authority to interpret the terms of the plan and to make determinations concerning the eligibility for and entitlement to benefits under the plan. The court also noted that the "substantial compliance" doctrine under federal common law could not deprive MetLife of its discretion to require strict compliance with the plan's terms. Although this case does not represent a break from prior law, it does serve as a reminder that plan sponsors should ensure that their plan documents give full discretion to plan administrators to interpret the plan's terms and to make eligibility and benefit determinations under the plan, including factual determinations. *Hall v. Metro. Life Ins. Co.*, No. 13-1332 (8th Cir. May 8, 2014).