

## Must a Disability Benefit Denial Letter Inform Claimant of the Time Period to File Legal Action? Not in This Case....

By [Mike Reilly](#) on February 6th, 2012

ERISA regulations require that the benefit denial letter contain “a statement of the claimant’s right to bring a civil action....” 29 C.F.R. Section 2560.503-1(g)(1)(iv).

What does this mean?

Does this mean you have to include specific language detailing the time limitations for bringing a legal action? Depends on your venue.

Here’s a great new case on the topic: [Heimeshoff v. Hartford Life & Accident Ins. Co. and Wal-Mart \[PDF\]](#), \_\_F. Supp. 2d \_\_ (D. Conn. January 16, 2012)(attached)(Benefit denial letter not required to specify time limitations for suit because the ERISA regulation language “suggests that the DOL did not intend to require such a time limit notification in the benefit determination.”).

### **FACTS:**

Claimant claimed she became disabled as of June 8, 2005. She applied for disability benefits under Wal-Mart’s ERISA plan in August 2005. Hartford was the administrator and sent Claimant “group forms” to be completed and returned.

The plan language states: “**[I]legal action cannot be taken against The Hartford...3 years after the time written proof of loss is required to be furnished according to the policy.** The plan also provides: “**Proof of loss must be sent to The Hartford within 90 days after the start of the period for which The Hartford owes payment.**”

Under the Plan, Claimant had to file suit by September 30, 2010.

Hartford sent Claimant a letter denying the claim for failure to “provide satisfactory proof of loss.” The letter did not include notice of the limitations period by which a lawsuit should be filed.

Claimant files suit November 18, 2010.

### **QUESTIONS PRESENTED:**

1. Is claim barred by contractual limitations period?

2. Whether an initial adverse determination letter must include the limitations period for judicial review imposed by the Summary Plan Description?

## **HELD: TRIAL COURT GRANTED Rule 12(b)(6) MOTION TO DISMISS BECAUSE LAWSUIT WAS UNTIMELY**

### **RATIONALE:**

1. A limitations period that begins to run before a claimant may bring a legal action is enforceable. Op. at 7.
2. Given that claimant alleged she was disabled as of June 8, 2005, “then the period for which The Hartford would have owed payment began on June 8, 2005, and written proof of loss would have to be due on September 6, 2005.” Op. at 8.
3. “The Plan unambiguously disallows legal action more than three years after the time written proof is required to be furnished.” Op. at 8.
4. Claimant could not take legal action later than September 30, 2010. “She filed her complaint on November 18, 2010 and it is therefore untimely under the terms of the Policy.” Op. at 9
5. 29 C.F.R. Section 2560.503-1(g)(1)(iv) unambiguously requires that the notification of benefit determination include “*a statement of the claimant’s right to bring a civil action....*” Although the regulation requires notification of the time limits for claim review procedures, the regulation “*says nothing about time limits with respect to civil actions....*” This “**suggests that the DOL did not intend to require such a time limit notification in the benefit determination.**” Op. at 10 (emph. Added).
6. Hartford was “not required to inform [claimant] of the Plan’s limitations period for legal action in its benefit determination letter....” Op. at 11.
7. **But see contrary cases: Chappel v. Lab. Corp. of America, 232 F.3d 719, 726-7 (9th Cir. 2000)(benefits denial letters must include time limits applicable to post denial arbitration.)**