



## News Release

For Immediate Release

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### **DRI –The Voice of the Defense Bar Submits Amicus Brief to Supreme Court in *Heimeshoff v. Hartford Life & Accident Insurance Co., et al.***

**Chicago-(August 29, 2013)**- DRI's Center for Law and Public Policy has filed an amicus brief on merits with the Supreme Court in the case of *Heimeshoff v. Hartford Life & Accident Insurance Co., et al.*

This case is expected to settle differences among the courts of appeals regarding the extent to which the terms of an ERISA covered plan can establish the date on which the a statute of limitations to file a claims for benefits complaint in federal court will begin to run.

On August 22, 2005, Julie Heimeshoff, a Wal-Mart employee, submitted a claim for long-term disability benefits under the ERISA-covered long-term disability plan sponsored by her employer. The insurance policy funding the plan, issued by the Hartford, required Ms. Heimeshoff to submit proof of loss by December 8, 2005, and provided that the three-year statute of limitations to file a claim for benefits related to the denial of a disability claim would begin to run from the date proof of loss is due. During the process of evaluating her claim, several faxes and requests for information were sent to Mrs. Heimeshoff and her doctor, which went unanswered, and her claim was eventually denied for failure to provide proof of loss.

Five months later Mrs. Heimeshoff retained counsel and advised of her intent to appeal the denial decision made by the plan. Through counsel, Mrs. Heimeshoff sought and received plan-related documents which included the plan's contractual 3-year limitations period and established that such period began to run from the date proof of loss was due. After the conclusion of her informal appeal, Mrs. Heimeshoff's claim was again denied on November 25, 2007.

Mrs. Heimeshoff's suit challenging the denial of benefits was not filed until November 18, 2010. The Hartford moved to dismiss the complaint later filed by Mrs. Heimeshoff challenging the denial of benefits on the grounds that the claim was barred by the plan's limitations period, which required her to file suit no later than Dec. 8, 2008, which was three years after her "proof of loss" was due. The United States District Court for the District of Connecticut agreed with the Hartford and dismissed the case. The Second Circuit affirmed.

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The Supreme Court granted certiorari on April 15, 2013. In her brief on the merits, Mrs. Heimeshoff has argued that plans should not be allowed to impose a limitations period that begins before the claimant exhausts administrative remedies and is able to file suit because doing so could allow the limitations period to waste away while the claimant is going through the plan's administrative review process.

In its amicus brief on the merits DRI supported the Hartford's position, which is consistent with well settled statutory and contractual principles that the clear terms of a plan must be upheld and that courts should not rewrite unambiguous terms of a plan. DRI argued that the protections of the administrative claims process that are guaranteed through the Department of Labor's claims procedure regulations and relevant case law make the hypothetical concerns predicted by Mrs. Heimeshoff to be highly unlikely, and should they occur, the mechanism of equitable tolling employed by federal courts is an adequate means to address the matter.

The DRI amicus brief explained that: "In light of the safeguards against delay and administrative abuse already provided in existing regulations, as well as case law providing alternate avenues to court for claimants when the plan's internal claims procedures fail, there is no basis for the wholesale judicial revision of plan terms that petitioner seeks. Nor does the actual experience of these plans over many years offer any justification for the result that petitioner and the supporting *amici* ask this Court to impose."

"Powerful and compelling reasons support the conclusion that courts should uphold express plan language that provides a reasonable period for claimants to challenge adverse decisions," said Jerry Ganzfried, co-author of the DRI brief. "Judicial fidelity to contractual language will promote the orderly and fair administration of benefits plans."

DRI brief authors Jerrold J. Ganzfried and Ariadna Alvarez of Holland & Knight, Washington, DC and Ft. Lauderdale, FL, are available for interview or expert comment through DRI's Communications Office.

For the full text of the amicus brief, [click here](#).

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*For more than fifty years, DRI has been the voice of the defense bar, advocating for 22,000 defense attorneys, commercial trial attorneys, and corporate counsel and defending the integrity of the civil judiciary. A thought leader, DRI provides world-class legal education, deep expertise for policy-makers, legal resources, and networking opportunities to facilitate career and law firm growth. For more information, log on to [www.dri.org](http://www.dri.org)*