



by United Insurance Group Agency, Incorporated (“UIG”), the ERISA claim nonetheless must be dismissed without prejudice for failure to exhaust administrative remedies. *See Miller v. Metropolitan Life Ins. Co.*, 925 F.2d 979, 986 (6th Cir.1991) (“[t]he administrative scheme of ERISA requires a participant to exhaust his or her administrative remedies prior to commencing suit.”).

Accordingly, we AFFIRM the portion of the judgment of the district court dismissing with prejudice the breach of contract claim, and we VACATE the portion of the judgment dismissing with prejudice the ERISA claim, and we REMAND that claim to the district court with instructions that it be dismissed without prejudice.