

# OCCUPATIONAL ACCIDENT SUBROGATION IN ALL 50 STATES

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STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE	COMMON FUND
ALABAMA	2 Years Ala. Stat. § 6-2-38	Yes. <i>Int'l Underwriters/Brokers, Inc. v. Liao</i> , 548 So.2d 163 (Ala. 1989).	Yes.	Yes. <i>Wolfe v. Alfa Mutual Ins. Co.</i> , 880 So.2d 1163 (Ala. Civ. App. 2003).	Yes. <i>Whigham v. Estate of Whigham</i> , 781 So.2d 969 (Ala. Civ. App. 2000).
ALASKA	2 Years Alaska Stat. § 09.10.070(a)	Yes. <i>Maynard v. State Farm Mut. Auto. Ins. Co.</i> , 902 P.2d 1328 (Alaska 1995).	Yes.	Yes. <i>McCarter v. Alaska Nat'l Ins. Co.</i> , 83 P.2d 986 (Alaska 1984).	Yes. <i>Sidney v. Allstate Ins. Co.</i> , 187 P.3d 443 (Alaska 2008).
ARIZONA	2 Years A.R.S. § 12-542	No. <i>Piano v. Hunter</i> , 840 P.2d 1037 (Ariz. App. 1992).	No.	N/A	N/A
ARKANSAS	3 Years A.C.A. § 16-116-103  Medical Malpractice: 2 Years A.C.A. § 16-114-203(a)	Yes. A.C.A. § 23-79-146	Yes.	Yes. <i>South Central Ark. Electrical Co-op v. Buck</i> , 117 S.W.3d 591 (Ark. 2003).	Yes. A.C.A. § 23-79-146 (2001)

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<b>CALIFORNIA</b>	2 Years Cal. Civ. Proc. Code § 335.1	Yes & No. No direct right of subrogation against tortfeasor but a right of reimbursement from the insureds' settlement. <i>Allstate Ins. Co. v. Mel Rapton, Inc.</i> , 77 Cal. App.4 <sup>th</sup> 901 (2001).	Yes and No. A right of reimbursement but no direct right of subrogation.	Yes. <i>Allstate Ins. Co. v. Superior Court</i> , 151 Cal.App.4 <sup>th</sup> 1512 (Cal. App. 2007).	Yes. <i>21<sup>st</sup> Century Ins. Co. v. Superior Court</i> , 47 Cal. 4 <sup>th</sup> 511 (2009).
<b>COLORADO</b>	2 Years C.R.S. § 13-80-102  3 Years If Motor Vehicle Involved C.R.S. § 13-80-101	Yes. <i>Mid-Century Ins. Co. v. Travelers Indemnity Co. of Illinois</i> , 982 P.2d 310 (Colo. 1999).	Yes.	Yes. C.R.S. § 10-1-135 (2010)	Yes. <i>Osbourne v. Allstate Mut. Auto. Ins. Co.</i> , 923 P.2d 304 (Colo. App. 1996).
<b>CONNECTICUT</b>	2 Years C.G.S.A. § 52-584	No. C.G.S.A. § 52-225a	Yes. Collateral source reduction not applicable to disability insurance benefits. <i>Friedman v. Stackhouse</i> , 48 Conn. L. Rptr. 699 (Conn. Super. 2009); <i>Schroeder v. Triangulum Associates</i> , 789 A.2d 459 (Conn. 2002).	No.	Yes. <i>Town of New Hartford v. Connecticut Resources Recovery Authority</i> , 970 A.2d 592 (2009) (recognizing doctrine in context of class action litigation).
<b>DELAWARE</b>	2 Years  (3 Years if not discoverable in 2 Years) 10 Del. C. § 8119	Yes. <i>Waters v. United States</i> , 787 A.2d 71 (Del. 2001).	Yes. See generally, <i>Waters v. U.S.</i> , 787 A.2d 71 (Del. 2001) (but dealing with No Fault benefits).	No.	Yes. <i>Goodrich v. E.F. Hutton Group, Inc.</i> 681 A.2d 1039 (De. Supr. 1996).

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<b>DISTRICT OF COLUMBIA</b>	3 Years  <u>Wrongful Death:</u> 1 Year D.C. Code § 12-301	Yes. <i>Miller v. St. Paul Ins. Co.</i> , 203 A.2d 923 (D.C. 1964).	Yes.	Yes. <i>District No. 1 0 Pacific Coast Distributors v. Travelers Cas. &amp; Surety Co.</i> , 782 A.2d 269 (D.C. 2001). But insurer may contract out of doctrine with unambiguous language.	Yes. <i>In re Antioch Univ.</i> , 482 A.2d 133 (D.C. 1984).
<b>FLORIDA</b>	4 Years F.S.A. § 95.11(3)(a) F.S.A. § 95.11(3)(o)  <u>Wrongful Death:</u> 2 Years F.S.A. § 95.11(4)(d)  <u>Medical Malpractice:</u> 2 Years F.S.A. § 95.11(4)(b)	Yes. <i>Keith v. B.E.W. Ins. Group</i> , 595 So.2d 178 (Fla. App. 1992).	Yes. <i>Centex-Rodgers Const. Co. v. Herrera</i> , 816 So.2d 1206 (Fla. Dist. Ct. App. 2002).	Yes. <i>Humana Health Plans v. Lawton</i> , 675 So.2d 1382 (Fla. App. 1996).	Yes. <i>Tampa Port Auth. V. M/V Duchess</i> , 65 F. Supp.2d 1299 (M.D. Fla. 1997).
<b>GEORGIA</b>	2 Years O.C.G.A. § 9-3-33	Yes* O.C.G.A. § 33-24-56.1 *Permits subrogation <i>only</i> where the insured's recover exceeds the sum of all categories of damages.	Yes* O.C.G.A. § 33-24-56.1; <i>Smith v. Life Ins. Co. of North Am.</i> , 466 F.Supp.2d 1275 (N.D. Ga. 2006). *Permits subrogation <i>only</i> where the insured's recover exceeds the sum of all categories of damages.	Yes. O.C.G.A. § 33-24-56.1(b)(1)	Yes. O.C.G.A. § 33-24-56.1(b)(2)
<b>HAWAII</b>	2 Years Haw. Rev. Stat. § 657-7	Yes. <i>Beneficial Hawaii, Inc. v. Kida</i> , 30 P.3d 895 (Haw. 2001).	Yes. <i>Pacific Ins. Co., Ltd., v. Esperanza</i> , 833 P.2d 890 (Haw. 1992).	Yes. <i>AIG Hawaii Ins. Co., Inc. v. Rutledge</i> , 955 P.2d 1069 (Haw. App. 1998).	Yes. <i>In re Water Use Permit Applications</i> , 25 P.3d 802 (Haw. 2001).

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IDAHO	2 Years Idaho Code § 5-219(4)	Yes. <i>USAA Property &amp; Cas. Ins.</i> , 974 P.2d 1095 (Idaho 1999).	Yes.	No.	Yes. <i>Seineger Law Office, P.A. v. North Am. Ins. Co.</i> , 178 P.3d 606 (Idaho 2008).
ILLINOIS	2 Years 735 I.L.C.S. § 5-13-202  Statutes for medical malpractice actions vary as defined in 735 I.L.C.S. § 5-13-212.	Yes. <i>Gibson v. Country Mut. Ins. Co.</i> , 549 N.E.2d 23 (Ill. 1990).	Yes. <i>In re Estate of Scott</i> , 567 N.E.2d 605 (Ill. App. Ct. 1991).	No. <i>Eddy v. Sybert</i> , 783 N.E.2d 106 (Ill. App. Ct. 2003).	Yes. <i>Bishop v. Burgard</i> , 764 N.E.2d 24 (Ill. 2002).
INDIANA	2 Years I.C. § 34-11-2-4	Yes. <i>Erie Ins. Co. v. George</i> , 681 N.E.2d 183 (Ind. 1997).	Yes.	No* *But Indiana's lien reduction statute applies.  I.C. § 34-51-2-19 (1999)	Yes. I.C. § 34-53-1-1 (1999)
IOWA	2 Years I.C.A. § 614.1(2)	Yes. <i>Iowa Am. Ins. Co. v. Piph</i> , 456 N.W.2d 228 (Iowa Ct. App. 1990).	Yes. <i>Hopping v. Coll. Block Partners</i> , 599 N.W.2d 703 (Iowa 1999)	No. <i>Ludwig v. Farm Bureau Mut. Ins. Co.</i> , 393 N.W.2d 143 (Iowa 1986)	Yes. <i>City of Ames, Iowa v. Ratliff</i> , 471 N.W.2d 803 (Iowa 1991).
KANSAS	2 Years K.S.A. § 60-513	No. Kan. Admin. Regs. § 40-1- 20 (1987)	No. No subrogation unless benefits paid under Kansas PIP. <i>Fid. State Bank v. McNeilus Truck</i> , 23 F. Supp. 2d 1204 (D. Kan. 1998).	N/A	Yes. <i>Musse v. Garcia</i> , 68 P.3d 165 (Kan. Ct. App. 2003).

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KENTUCKY	1 Year K.R.S. § 413.140(1)(a)  2 Years If Motor Vehicle Involved K.R.S. § 304.39- 230(6)	Yes. <i>City of Louisville v. McDonald</i> , 819 S.W.2d 319 (Ky. App. 1991).	Yes.	Yes. <i>Wine v. Globe American Cas. Co.</i> , 917 S.W.2d 558 (Ky. 1996).	No. <i>Commonwealth Health Corp. v. Croslin</i> , 920 S.W.2d 46 (Ky. 1996).
LOUISIANA	1 Year L.S.A.-C.C. Art. § 3492	Yes. L.S.A.-C.C. Art. 1829	Yes.	Yes* <i>Southern Farm Bureau Cas. Ins. Co. v. Sonnier</i> , 406 So.2d 178 (La. 1981). *But may be overridden by express language disclaiming doctrine.	Yes. <i>Barreca v. Cobb</i> , 668 So.2d 1129 (La. 1996).
MAINE	6 Years (unless exception applies) 14 M.R.S.A. § 752  <u>Wrongful Death:</u> 2 Years 18-A M.R.S.A. § 2-804(b)  <u>Medical Malpractice:</u> 3 Years 24 M.R.S.A. § 2902	Yes. 24-A M.R.S.A. §§ 2729-A & 2836 <i>Maine Mun. Employees Health Trust v. Maloney</i> , 2004 ME 51, 846 A.2d 336 (Me. 2004).	Yes. 24-A M.R.S.A. § 2836	No* 24-A M.R.S.A. §§ 2729-A; 2836  *(Disallows a first priority lien but provides for an "equitable reduction").	Yes. <i>York Ins. Group of Main v. Van Hall</i> , 704 A.2d 366 (Me. 1997).

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<b>MARYLAND</b>	3 Years Md. Cts. & Jud. Proc. Code § 5-101  <u>Medical Malpractice</u> Actions: Earlier of 5 yrs. after injury date or 3 yrs. after injury was discovered.	Yes. Md. Cts. & Jud. Proc., § 11-112	Yes.	No. <i>Stancil v. Erie Ins. Co.</i> , 740 A.2d 46 (Md. App. 1999).	Yes* Md. Code Ann., Cts. & Jud. Proc. § 11-112 (Reduction will not apply if insurer intervenes and actively participates).
<b>MASSACHUSETTS</b>	3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4	Yes. <i>Creswell v. Med. W. Cmty. Health Plan, Inc.</i> , 419 Mass. 327, 644 N.E.2d 970 (1995).	Yes.	No.	No.
<b>MICHIGAN</b>	3 Years M.C.L.A. § 600.5805(10)  <u>Medical Malpractice:</u> The later of 2 years after alleged act or 6 months after injury discovery. M.C.L.A. §§ 600.5805(6) and 600.5838.	No. <i>Crawford v. Anderson Trucking Serv. Inc.</i> , 2009 WL 1259987 (E.D. Mich. 2009).	No. <i>Crawford v. Anderson Trucking Serv. Inc.</i> , 2009 WL 1259987 (E.D. Mich. 2009).	Yes. <i>Washtenaw Mut. Fire Ins. Co. v. Budd</i> , 175 N.W.2d 231 (Mich. 1919)..	Yes. <i>Foremost Life Ins. Co. v. Waters</i> , 337 N.W.2d 29 (Mich. App. 1983).

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MINNESOTA	<p><u>Intentional Acts:</u> 2 Years M.S.A. § 541.07</p> <p><u>Wrongful Death:</u> 3 Years M.S.A. § 573.02</p> <p><u>Negligence Claims:</u> 6 Years M.S.A. § 541.05</p> <p><u>Medical Malpractice:</u> 4 Years M.S.A. § 541.076(b)</p>	<p>Yes. M.S.A. § 62A.095</p>	<p>Yes. <i>Smith v. Am. States Ins. Co.</i>, 586 N.W.2d 784, 787 (Minn. Ct. App. 1998).</p>	<p>Yes* <i>Hershey v. Physicians Health Plan of Minnesota, Inc.</i>, 498 N.W.2d 519 (Minn. Ct. App. 1993) *(Doctrine can be disclaimed in the policy).</p>	<p>Yes. M.S.A. § 62A.095 (2001)</p>
MISSISSIPPI	<p>3 Years M.C.A. § 15-1-49</p> <p><u>Medical Malpractice:</u> 2 Years M.C.A. § 15-1-36</p>	<p>Yes. <i>Hare v. State</i>, 733 So.2d 277 (Miss. 1999).</p>	<p>Yes. See generally, <i>Preferred Risk Mut. Ins. Co. v. Courtney</i>, 393 So. 2d 1328, 1329 (Miss. 1981).</p>	<p>Yes. <i>Hare v. State</i>, 733 So.2d 277 (Miss. 1999).</p>	<p>No. <i>Yerby v. United Healthcare Ins. Co.</i>, 846 So.2d 179 (Miss. 2002).</p>
MISSOURI	<p>5 Years Mo. Rev. Stat. § 516.120(4)</p> <p><u>Medical Malpractice:</u> 2 Years Mo. Rev. Stat. § 516.105</p> <p><u>Wrongful Death:</u> 3 Years Mo. Rev. Stat. § 537.100</p>	<p>No. <i>Travelers Indem. Co. v. Chumbly</i>, 394 S.W.2d 418 (Mo. App. 1965).</p>	<p>No. <i>Travelers Indem. Co. v. Chumbly</i>, 394 S.W.2d 418 (Mo. App. 1965).</p>	<p>N/A</p>	<p>N/A</p>

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<b>MONTANA</b>	3 Years Mont. Stat. § 27-2-204(1),(2)	Yes. Mont. Code Ann. § 33-30-1101	Yes. Mont. Code. § 33-22-1601. However, § 33-22-1602(3) states that if the disability insurer does not participate in the action it waives 50% of its subrogation lien.	Yes* <i>Ferguson v. Safeco Ins. Co. of Am.</i> , 180 P.3d 1164 (Mont. 2008).  *(Made-whole includes attorney fees).	Yes. <i>Mountain West Farm Bur. Mut. Ins. Co. v. Hall</i> , 38 P.3d 825 (Mont. 2001).
<b>NEBRASKA</b>	4 Years Neb. Rev. Stat. § 25-207  <u>Wrongful Death:</u> 2 Years Neb. Rev. Stat. §§ 30-809 and 30-810  <u>Medical Malpractice:</u> 2 years from injury date or 1 year from date of discovery. Neb. Rev. Stat. § 25-222.	Yes. <i>Jensen v. Board of Regions of Univ. of Nebraska</i> , 684 N.W.2d 537 (Neb. 2004).	Yes.	Yes. <i>Blue Cross &amp; Blue Shield of Nebraska, Inc. v. Dailey</i> , 687 N.W.2d 689 (Neb. 2004).	Yes. <i>Kindred v. City of Omaha Employees' Retirement Sys.</i> , 564 N.W.2d 592 (Neb. 1997).
<b>NEVADA</b>	2 Years N.R.S. § 11.190  <u>Action Against Health Care Provider:</u> 3 years from injury date or 1 year from date of discovery. N.R.S. § 41A.097(2).	Yes. N.R.S. § 41.100(5)	Yes.	Yes. <i>Canfora v. Coast Hotels and Casinos, Inc.</i> , 121 P.3d 599 (Nev. 2005) (finding settlement <i>did</i> make plaintiff whole).	Yes. <i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).

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<b>NEW HAMPSHIRE</b>	3 Years N.H. Rev. Stat. Ann. § 508:4(I).	Yes. <i>Wolters v. American Republic Ins. Co.</i> , 823 A.2d 197 (N.H. 2003).	Yes.	No* <i>Dimick v. Lewis</i> , 497 A.2d 1221 (N.H. 1985) *(Insurer entitled to pro-rata share) and <i>Roy v. Ducnuigeen</i> , 130 N.H. 24, 532 A.2d 1388 (1987) (full reimbursement).	Yes. <i>Lutkus v. Lutkus</i> , 692 A.2d 958 (N.H. 1997).
<b>NEW JERSEY</b>	2 Years N.J.S.A. § 2A:14-2  <u>Medical Malpractice:</u> 6 Years <i>Fraser v. Bovino</i> , 721 A.2d 20 (N.J. App. Div. 1998).	No. N.J.S.A. § 2A:15-97	No. N.J.S.A. § 2A:15-97	N/A	N/A
<b>NEW MEXICO</b>	3 Years N.M.S.A. § 37-1-8	Yes. <i>Amica Mut. Ins. Co. v. Maloney</i> , 903 P.2d 834 (N.M. 1995).	Yes.	Yes. <i>Amica Mut. Ins. Co. v. Maloney</i> , 903 P.2d 834 (N.M. 1995).	Yes. <i>Amica Mut. Ins. Co. v. Maloney</i> , 903 P.2d 834 (N.M. 1995).
<b>NEW YORK</b>	3 Years N.Y. C.P.L.R. § 214, <i>et seq.</i>  <u>Wrongful Death:</u> 2 Years N.Y. Est. Powers & Trusts Law § 5-4.1  <u>Medical Malpractice:</u> 2 Years and 6 Months (N.Y. C.P.L.R. § 214-a)	No* *NY S.B. 66002 amends CPLR 4545 to preclude health subrogation. (Nov. 12, 2009).	No* *NY S.B. 66002 amends CPLR 4545 to preclude health subrogation. (Nov. 12, 2009).	Yes. <i>U.S. Fid. &amp; Guar. Co. v. Maggiore</i> , 749 N.Y.S.2d 555 (2002).	Yes. <i>Seinfeld v. Robinson</i> , 676 N.Y.S.2d 579 (1998).

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NORTH CAROLINA	<p>3 Years N.C.G.S.A. § 1-52(1)-(5); <i>Nelson v. Patrick</i>, 293 S.E.2d 829 (N.C. 1982).</p> <p><u>Wrongful Death:</u> 2 Years N.C.G.S.A. § 1-53(4)</p>	<p>No. 11 N.C.A.C. § 12.0319.</p>	<p>No. 11 N.C.A.C. § 12.0319.</p>	N/A	N/A
NORTH DAKOTA	<p><u>Medical Malpractice:</u> 6 Years N.D.C.C. § 28-01-16, within 2 years after claim for relief accrues. N.D.C.C. § 28-01-18.</p> <p><u>Wrongful Death:</u> 2 Years N.D.C.C. § 28-01-18</p>	<p>Yes. <i>Tschider v. Burtts</i>, 149 N.W.2d 710 (N.D. 1967); see e.g., N.D. Cent. Code § 26.1-18.1-07.</p>	<p>Yes.</p>	No.	<p>Yes. <i>Matter of Estate of Rohrich</i>, 496 N.W.2d 566 (N.D. 1993).</p>
OHIO	<p>2 Years Ohio Rev. Code Ann. § 2305.10(A)</p> <p><u>Medical Malpractice:</u> 1 Year Ohio Rev. Code Ann. § 2305.113(A)</p>	<p>Yes. <i>Blue Cross &amp; Blue Shield Mut. of Ohio v. Hrenko</i>, 647 N.E.2d 1358 (Ohio 1995).</p>	<p>Yes. <i>Leasher v. Leggett &amp; Platt, Inc.</i>, 96 Ohio App. 3d 367, 373, 645 N.E.2d 91, 95 (Ohio Ct. App. 1994).</p>	<p>No. <i>N. Buckeye Edn. Council Group Health Benefits Plan v. Lawson</i>, 798 N.E.2d 667, 673 aff'd, 814 N.E.2d 1210 (Policy language must establish first priority).</p>	<p>Yes. <i>Hoepfner v. Jess Howard Elect. Co.</i>, 780 N.E.2d 290 (Ohio App. 2002).</p>
OKLAHOMA	<p>2 Years Okla. Stat. Ann. Tit. 12, § 95</p>	<p>Yes. <i>Sexton v. Continental Cas. Co.</i>, 816 P.2d 1135 (Okla. 1991).</p>	<p>Yes.</p>	<p>Yes. <i>American Medical Sec. v. Josephson</i>, 15 P.3d 976 (Okla. Civ. App. 2000).</p>	<p>Yes. <i>Okla. Tax Comm'n v. Ricks</i>, 885 P.2d 1336 (Okla. 1994).</p>

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<b>OREGON</b>	2 Years O.R.S. § 12.110(1)  <u>Wrongful Death:</u> 3 Years O.R.S. § 30.020(1)	Yes. O.R.S. § 742.538; <i>Provident Health Plan v. Charriere</i> , 666 F.Supp.2d 1169 (D. Or. 2009).	Yes. O.R.S. § 742.538 (assuming that coverage is deemed similar to PIP-type benefits).	No.	Yes. O.R.S. § 742.538; <i>State Farm Mut. Auto Ins. Co. v. Clinton</i> , 518 P.2d 645 (Or. 1974).
<b>PENNSYLVANIA</b>	2 Years 42 P.S. § 5524	Maybe. <u>Compare</u> 75 P.S. § 1720, which provides for “no right of subrogation ... with respect to...or workers’ comp benefits or benefits paid or payable by a program, group contract or other arrangement” in regard to automobile accidents“  <u>with</u> <i>Serrano v. Cowles</i> , CIV.A. 06-5075, 2008 WL 4442532 (E.D. Pa. Sept. 30, 2008) (unpublished) (subrogation allowed where policy delivered in another state).	Maybe. Compare 75 P.S. § 1720 with <i>Serrano v. Cowles</i> , CIV A 06-5075, 2008 WL 4442532 (E.D. Pa. Sept. 30, 2008) (unpublished).	Yes. <i>Lexington Ins. Co. v. Q-E Mfg., Co., Inc.</i> , CIV. 1:06-CV-0437, 2006 WL 2136244 (M.D. Pa. July 28, 2006).	Yes. 42 P.S. § 2503 (1978).
<b>RHODE ISLAND</b>	3 Years R.I.G.L. § 9-1-14 (b)	Yes. <i>Ditomasso v. Ocean State Physicians Health Plan, Inc.</i> , 1988 WL 1016798 (R.I. Super 1988).	Yes.	No. <i>Ditomasso v. Ocean State Physicians Health Plan, Inc.</i> , 1988 WL 1016798 (R.I. Super 1988).	Yes. <i>Jennings v. Nationwide Ins. Co.</i> , 669 A.2d 534, 536 (R.I. 1996) (But only to extent of benefit provided by plaintiff’s attorney).
<b>SOUTH CAROLINA</b>	3 Years S.C. Code Ann. §§ 15-3-530, 15-3-535, 15-3-545	Yes. <i>Shumbert v. Time Ins. Co.</i> , 496 S.E.2d 653 (S.C. App. 1998).	Yes.	No.	Yes. <i>First Union Nat’l Bank of S.C. v. Soden</i> , 511 S.E.2d 372 (S.C. App. 1998).

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<b>SOUTH DAKOTA</b>	3 Years S.D.C.L. § 15-2-14(3)  <u>Medical Malpractice:</u> 2 Years S.D.C.L. § 15-2-14.1	Yes. <i>Schuldt v. State Farm Mut. Auto. Ins. Co.</i> , 89 S.D. 687, 238 N.W.2d 270 (1975).	Yes.	No. <i>Westfield Ins. Co., Inc. v. Rowe</i> , 631 N.W.2d 175 (S.D. 2001).	Yes. <i>Van Emmerik v. Mont. Dakota Utilities Co.</i> , 332 N.W.2d 279 (S.D. 1983).
<b>TENNESSEE</b>	1 Year T.C.A. § 28-3-104	Yes. <i>York v. Sevier County Ambulance Auth.</i> , 8 S.W.3d 616 (Tenn. 1999).	Yes.	Yes. <i>Health Cost Controls, Inc. v. Gifford</i> , 239 S.W.3d 728, 731 (Tenn. 2007).	Yes. <i>Kline v. Eyrich</i> , 69 S.W.3d 197 (Tenn. 2002).
<b>TEXAS</b>	2 Years Tex. Civ. Prac. & Rem. Code Ann. § 16.003	Yes. <i>Texas Assoc. of School Boards, Inc. v. Ward</i> , 18 S.W.3d 256 (Tex. App-Waco 2000).	Yes. <i>AIG Life Ins. Co. v. Federated Mut. Ins. Co.</i> , 200 S.W.3d 280 (Tex. App-Dallas 2006).	No* <i>Fortis Benefits v. Cantu</i> , 234 S.W.3d 642 (Tex. 2007). (Policy must establish first priority recovery).	Yes. <i>Texas Farmers Ins. Co. v. Seals</i> , 948 S.W.2d 532 (Tex. App. - Fort Worth 1997, no writ).
<b>UTAH</b>	4 Years U.C.A. § 78B-2-307(3)  <u>Wrongful Death:</u> 2 Years <u>Medical Malpractice:</u> 2 Years U.C.A. § 78B-2-304(2) U.C.A. § 78(B)-3-404	Yes. <i>Mead Corp. v. Dixon Paper Co.</i> , 907 P.2d 1179 (Utah App. 1995).	Yes. <i>Educators Mut. Ins. Ass'n v. Allied Prop. &amp; Cas. Ins. Co.</i> , 890 P.2d 1029, 1031 (Utah 1995).	Yes* <i>State Farm Mut. Auto. Ins. Co. v. Green</i> , 2003 UT 48, 89 P.3d 97, 105 (Unless policy contains first priority language).	Maybe. <i>Kramer v. State Ret. Bd.</i> , 2008 UT App 351, 195 P.3d 925, 933.

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE	COMMON FUND
VERMONT	<p>3 Years Vt. Stat. Ann. Tit. 12, § 512(4)</p> <p><u>Wrongful Death:</u> 2 Years Vt. Stat. Ann. Tit. 14, § 1492</p> <p><u>Medical Malpractice:</u> Later of 3 years from incident or 2 years from discovery. Vt. Stat. Ann. Tit. 12, § 521.</p>	<p>Yes. <i>Nationwide Mut. Fire Ins. Co. v. Gamelin</i>, 786 A.2d 1076 (Vt. 2001).</p>	<p>Yes.</p>	<p>No.</p>	<p>Yes. <i>Daniels v. Vermont Center for Crime Victim Services</i>, 790 A.2d 376 (Vt. 2001).</p>
VIRGINIA	<p>2 Years Va. St. § 8.01-243(A)</p>	<p>No. Va. St. § 38.2-3405</p>	<p>Yes. <i>Whitlinger v. Continental Cas. Co.</i>, 129 F.Supp.2d 924 (E.D. Va. 2001)</p>	<p>No. <i>PRC, Inc. v. O'Bryan</i>, 47 Va. Cir. 81, 1998 WL 972277 (Va. Cir. Ct. 1998).</p>	<p>Yes. <i>duPont v. Shackelford</i>, 235 Va. 588, 595, 369 S.E.2d 673, 677 (1988) (Applies only where insurer has not retained separate counsel).</p>
WASHINGTON	<p><u>Intentional Acts:</u> 2 Years R.C.W.A. § 4.16.100</p> <p><u>Negligence Claims:</u> 3 Years R.C.W.A. § 4.16.080</p> <p><u>Medical Malpractice:</u> Later of 3 years from date of act or 1 year from discovery of injury. R.C.W.A. § 4.16.350.</p>	<p>Yes. <i>Fisher v. Albi Power, Inc.</i>, 902 P.2d 166 (Wash. App. 1995).</p>	<p>Yes.</p>	<p>Yes. <i>Mahler v. Szucs</i>, 957 P.2d 632 (Wash. 1998).</p>	<p>Yes. <i>Hamm v. State Farm Mutual Auto. Ins. Co.</i>, 88 P.3d 395 (Wash. 2004).</p>

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE	COMMON FUND
<b>WEST VIRGINIA</b>	2 Years W. Va. Code § 55-2-12	Yes. <i>Kanawha Valley Radiologists, Inc. v. One Valley Bank</i> , 557 S.E.2d 277 (W.Va. 2001).	Yes.	Yes* *But see <i>Kanawha Valley Radiologists Inc., v. One Valley Bank</i> , 557 S.E.2d 277 (W.Va. 2001) and <i>Bell v. Federal Kemper Ins. Co.</i> , 693 F.Supp. 446 (S.D. W.Va. 1988).	Yes. <i>Bell v. Federal Kemper Ins. Co.</i> , 693 F.Supp. 446 (S.D. W.Va. 1988).
<b>WISCONSIN</b>	3 Years Wis. Stat. § 893.54	Yes. <i>Cunningham v. Metropolitan Life Ins. Co.</i> , 360 N.W.2d 33 (Wis. 1985).	Yes.	Yes. <i>Valley Forge Ins. Co. v. Home Mut. Ins. Co.</i> , 396 N.W.2d 348 (Ct. of Appeals 1986).	Yes. <i>Wis. Retired Teachers Ass'n, Inc. v. Emp. Trust Fund Board</i> , 558 N.W. 2d 83 (Wis. 1970).
<b>WYOMING</b>	<u>Personal Injury:</u> 4 Years W. S. § 1-3-105(a)(iv)(C)  <u>Wrongful Death:</u> 2 Years W.S. § 1-38-102(d)  <u>Medical Malpractice:</u> 2 Years, unless discovery in second year, then extended by 6 months. W. St. §§ 1-3-107(a)(i) and (a)(iv).	Yes. <i>The Church Ins. Co. v. Ragsdale</i> , 2006 WL 6177825 (Wyo. Dist. Feb. 15, 2006) (J. Kalokathis) See generally <i>N. Utilities Div. of K N Energy, Inc. v. Town of Evansville</i> , 822 P.2d 829, 837 (Wyo. 1991).	Yes.	No. <i>The Church Ins. Co. v. Ragsdale</i> , 2006 WL 6177825 (Wyo. Dist. Feb. 15, 2006) (J. Kalokathis).	No* <i>Bd. of County Com'rs of County of Platte v. State ex rel. Yeadon</i> , 971 P.2d 129 (Wyo. 1998) (Court decided that common fund doctrine, an issue of first impression, was not properly raised below).

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