

OCCUPATIONAL ACCIDENT SUBROGATION IN ALL 50 STATES

Ryan L. Woody
 MATTHIESEN, WICKERT & LEHRER, S.C.
 1111 E. Sumner Street
 P.O. Box 270670
 Hartford, WI 53027
 (262) 673-7850
 (262) 673-3766 (Fax)
rwoody@mwl-law.com
www.mwl-law.com

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
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 <u>Medical Malpractice:</u> 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)
CALIFORNIA	2 Years Cal. Civ. Proc. Code § 335.1	Yes and No No direct subro right against tortfeasor but a right of reimbursement from the insured's settlement. <i>Fifield Manor v. Finston</i> , 54 Cal.2d 632, 354 P.2d 1073 (1960).	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 th 1512 (Cal. App. 2007); but <u>see</u> Cal Civ. Code § 3040.	Yes <i>21st Century Ins. Co. v. Superior Court</i> , 47 Cal.4 th 511 (2009).

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COLORADO	2 Years C.R.S. § 13-80-102 3 Years If Motor Vehicle Involved C.R.S. § 13-80-101	Yes* *C.R.S. § 10-1-135 prohibits a direct subro claim against tortfeasor until 60 days prior to expiration of the statute of limitations.	Yes* *C.R.S. § 10-1-135 prohibits a direct subro claim against tortfeasor until 60 days prior to expiration of the statute of limitations.	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).
CONNECTICUT	2 Years C.G.S.A. § 52-584	No C.G.S.A. § 52-225a	Yes Collateral source reduction not applicable to disability 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. Conn. Resources Recovery Auth.</i> , 970 A.2d 592 (2009) (recognizing doctrine in context of class action litigation).
DELAWARE	2 Years (3 yrs. if not discoverable in 2 yrs.) 10 Del. C. § 8119	Yes <i>Waters v. U.S.</i> , 787 A.2d 71 (Del. 2001).	Yes <u>See generally</u> , <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).
DISTRICT OF COLUMBIA	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* *Insurer may contract out of doctrine with unambiguous language. <i>District No. 1 O Pacific Coast Distributers v. Travelers Casualty & Surety Co.</i> , 782 A.2d 269 (D.C. 2001).	Yes <i>In re Antioch Univ.</i> , 482 A.2d 133 (D.C. 1984).
FLORIDA	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).

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GEORGIA	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 recovery 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 subro <i>only</i> where insured's recovery 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)
HAWAII	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).
IDAHO	2 Years Idaho Code § 5-219(4)	Yes <i>USAA Property & 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* *Indiana's lien reduction statute applies. I.C. § 34-51-2-19 (1999)	Yes I.C. § 34-53-1-1 (1999)

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IOWA	2 Years I.C.A. § 614.1(2)	Yes* <i>Iowa Am. Ins. Co. v. Piphio</i> , 456 N.W.2d 228 (Iowa Ct. App. 1990). *"Under Iowa law, a partially subrogated insurer may not pursue its subrogation claim directly against the tortfeasor at any time absent some inability or unwillingness of the subrogor to pursue the entire claim." <i>Farm Bureau Mut. Ins. Co. v. Allied Mut. Ins. Co.</i> , 580 N.W.2d 788, 789 (Iowa 1998).	Yes* <i>Hopping v. Coll. Block Partners</i> , 599 N.W.2d 703 (Iowa 1999). *"Under Iowa law, a partially subrogated insurer may not pursue its subrogation claim directly against the tortfeasor at any time absent some inability or unwillingness of the subrogor to pursue the entire claim." <i>Farm Bureau Mut. Ins. Co. v. Allied Mut. Ins. Co.</i> , 580 N.W.2d 788, 789 (Iowa 1998).	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 subro 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).
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 Bur. Cas. Ins. Co. v. Sonnier</i> , 406 So.2d 178 (La. 1981). *Can be overridden by express language disclaiming the doctrine.	Yes <i>Barreca v. Cobb</i> , 668 So.2d 1129 (La. 1996).

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MAINE	<p>6 Years (unless exception applies) 14 M.R.S.A. § 752</p> <p><u>Wrongful Death:</u> 2 Years 18-A M.R.S.A. § 2-804(b)</p> <p><u>Medical Malpractice:</u> 3 Years 24 M.R.S.A. § 2902</p>	<p>Yes 24-A M.R.S.A. §§ 2729-A & 2836</p> <p><i>Maine Mun. Employees Health Trust v. Maloney</i>, 2004 ME 51, 846 A.2d 336 (Me. 2004).</p>	<p>Yes. 24-A M.R.S.A. § 2836</p>	<p>No* 24-A M.R.S.A. §§ 2729-A; 2836. *(Disallows a first priority lien but provides for "equitable reduction").</p>	<p>Yes <i>York Ins. Group of Maine v. Van Hall</i>, 704 A.2d 366 (Me. 1997).</p>
MARYLAND	<p>3 Years Md. Cts. & Jud. Proc. Code § 5-101</p> <p><u>Med Malpractice Actions:</u> Earlier of 5 yrs. after injury date or 3 yrs. after injury was discovered.</p>	<p>Yes Md. Cts. & Jud. Proc. § 11-112</p>	<p>Yes</p>	<p>No <i>Stancil v. Erie Ins. Co.</i>, 740 A.2d 46 (Md. App. 1999).</p>	<p>Yes* Md. Code Ann., Cts. & Jud. Proc. § 11-112 (*Reduction will not apply if insurer intervenes and actively participates).</p>
MASSACHUSETTS	<p>3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4</p>	<p>Yes <i>Creswell v. Med. W. Cmty. Health Plan, Inc.</i>, 419 Mass. 327, 644 N.E.2d 970 (1995).</p>	<p>Yes</p>	<p>No</p>	<p>No</p>
MICHIGAN	<p>3 Years M.C.L.A. § 600.5805(10)</p> <p><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.</p>	<p>No <i>Crawford v. Anderson Trucking Serv., Inc.</i>, 2009 WL 1259987 (E.D. Mich. 2009).</p>	<p>No <i>Crawford v. Anderson Trucking Serv., Inc.</i>, 2009 WL 1259987 (E.D. Mich. 2009).</p>	<p>Yes <i>Washtenaw Mut. Fire Ins. Co. v. Budd</i>, 175 N.W.2d 231 (Mich. 1919).</p>	<p>Yes <i>Foremost Life Ins. Co. v. Waters</i>, 337 N.W.2d 29 (Mich. App. 1983).</p>

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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>	Yes M.S.A. § 62A.095	Yes <i>Smith v. Am. States Ins. Co.</i> , 586 N.W.2d 784, 787 (Minn. Ct. App. 1998).	Yes* <i>Hershey v. Physicians Health Plan of Minn., Inc.</i> , 498 N.W.2d 519 (Minn. Ct. App. 1993) (*Doctrine can be disclaimed in the policy).	Yes M.S.A. § 62A.095 (2001)
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>	Yes <i>Hare v. State</i> , 733 So.2d 277 (Miss. 1999).	Yes <u>See generally</u> , <i>Preferred Risk Mutual Ins. Co. v. Courtney</i> , 393 So.2d 1328, 1329 (Miss. 1981).	Yes <i>Hare v. State</i> , 733 So.2d 277 (Miss. 1999).	No <i>Yerby v. United Healthcare Ins. Co.</i> , 846 So.2d 179 (Miss. 2002).
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>	No <i>Travelers Indemnity Co. v. Chumbly</i> , 394 S.W.2d 418 (Mo. App. 1965).	No <i>Travelers Indemnity Co. v. Chumbly</i> , 394 S.W.2d 418 (Mo. App. 1965).	N/A	N/A
MONTANA	<p>3 Years Mont. Code Ann. § 27-2-204(1),(2)</p>	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 attorneys' fees).	Yes <i>Mountain West Farm Bur. Mut. Ins. Co. v. Hall</i> , 38 P.3d 825 (Mont. 2001).

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NEBRASKA	<p>4 Years Neb. Rev. Stat. § 25-207</p> <p><u>Wrongful Death:</u> 2 Years Neb. Rev. Stat. §§ 30-809 and 30-810</p> <p><u>Medical Malpractice:</u> 2 years from injury date or 1 year from date of discovery. Neb. Rev. Stat. § 25-222.</p>	<p>Yes</p> <p><i>Jensen v. Board of Regions of Univ. of Neb.</i>, 684 N.W.2d 537 (Neb. 2004).</p>	<p>Yes</p>	<p>Yes</p> <p><i>Blue Cross & Blue Shield of Neb., Inc. v. Dailey</i>, 687 N.W.2d 689 (Neb. 2004).</p>	<p>Yes</p> <p><i>Kindred v. City of Omaha Employees' Retirement Sys.</i>, 564 N.W.2d 592 (Neb. 1997).</p>
NEVADA	<p>2 Years N.R.S. § 11.190</p> <p><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).</p>	<p>Yes</p> <p>N.R.S. § 41.100(5)</p>	<p>Yes</p>	<p>Yes*</p> <p>*Rule can be overridden by clear policy language. <i>Welday v. Summerlin Life & Health Ins. Co.</i>, 52557, 2011 WL 379095 (Nev., Feb. 3, 2011).</p>	<p>Yes</p> <p><i>Boeing Co. v. Van Gemert</i>, 444 U.S. 472 (1980).</p>
NEW HAMPSHIRE	<p>3 Years N.H. Rev. Stat. Ann. § 508:4(l)</p>	<p>Yes</p> <p><i>Wolters v. American Republic Ins. Co.</i>, 823 A.2d 197 (N.H. 2003).</p>	<p>Yes</p>	<p>No*</p> <p><i>Dimick v. Lewis</i>, 497 A.2d 1221 (N.H. 1985) (*insurer entitled to pro-rata share); <i>Roy v. Ducnuigeen</i>, 532 A.2d 1388 (1987) (full reimbursement).</p>	<p>Yes</p> <p><i>Lutkus v. Lutkus</i>, 692 A.2d 958 (N.H. 1997).</p>
NEW JERSEY	<p>2 Years N.J.S.A. § 2A:14-2</p> <p><u>Medical Malpractice:</u> 6 Years <i>Fraser v. Bovino</i>, 721 A.2d 20 (N.J. App. Div. 1998).</p>	<p>No</p> <p>N.J.S.A. § 2A:15-97</p>	<p>No</p> <p>N.J.S.A. § 2A:15-97</p>	<p>N/A</p>	<p>N/A</p>
NEW MEXICO	<p>3 Years N.M.S.A. § 37-1-8</p>	<p>Yes</p> <p><i>Amica Mutual Ins. Co. v. Maloney</i>, 903 P.2d 834 (N.M. 1995).</p>	<p>Yes</p>	<p>Yes</p> <p><i>Amica Mutual Ins. Co. v. Maloney</i>, 903 P.2d 834 (N.M. 1995).</p>	<p>Yes</p> <p><i>Amica Mutual Ins. Co. v. Maloney</i>, 903 P.2d 834 (N.M. 1995).</p>

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NEW YORK	<p>3 Years N.Y. C.P.L.R. § 214, <i>et seq.</i></p> <p><u>Wrongful Death:</u> 2 Years N.Y. Est. Powers & Trusts Law § 5-4.1</p> <p><u>Medical Malpractice:</u> 2 Years and 6 Months (N.Y. C.P.L.R. § 214-a)</p>	<p>No*</p> <p>*N.Y. S.B. 66002 amends C.P.L.R. § 4545 to preclude health subrogation (Nov. 12, 2009).</p>	<p>No*</p> <p>*N.Y. S.B. 66002 amends C.P.L.R. § 4545 to preclude health subrogation (Nov. 12, 2009).</p>	<p>Yes</p> <p><i>U.S. Fid. & Guar. Co. v. Maggiore</i>, 749 N.Y.S.2d 555 (2002).</p>	<p>Yes</p> <p><i>Seinfeld v. Robinson</i>, 676 N.Y.S.2d 579 (1998).</p>
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</p> <p>11 N.C.A.C. § 12.0319</p>	<p>No</p> <p>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</p> <p><i>Tschider v. Burtts</i>, 149 N.W.2d 710 (N.D. 1967); <i>see e.g.</i>, N.D. Cent. Code § 26.1-18.1-07.</p>	<p>Yes</p>	No	<p>Yes</p> <p><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</p> <p><i>Blue Cross & Blue Shield Mut. of Ohio v. Hrenko</i>, 647 N.E.2d 1358 (Ohio 1995).</p>	<p>Yes</p> <p><i>Leasher v. Leggett & Platt, Inc.</i>, 96 Ohio App.3d 367, 373, 645 N.E.2d 91, 95 (Ohio Ct. App. 1994).</p>	<p>No</p> <p><i>N. Buckeye Educ. Council Group Health Benefits Plan v. Lawson</i>, 798 N.E.2d 667, 673, <i>aff'd</i>, 814 N.E.2d 1210 (Policy language must establish first priority).</p>	<p>Yes</p> <p><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</p> <p><i>Sexton v. Continental Cas. Co.</i>, 816 P.2d 1135 (Okla. 1991).</p>	<p>Yes</p>	<p>Yes</p> <p><i>American Medical Sec. v. Josephson</i>, 15 P.3d 976 (Okla. Civ. App. 2000).</p>	<p>Yes</p> <p><i>Okla. Tax Comm'n v. Ricks</i>, 885 P.2d 1336 (Okla. 1994).</p>

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OREGON	2 Years O.R.S. § 12.110(1) <u>Wrongful Death</u> : 3 Years O.R.S. § 30.020(1)	Yes <i>O.R.S. § 742.538; Provident Health Plan v. Charriere</i> , 666 F.Supp.2d 1169 (D. Or. 2009).	Yes O.R.S. § 742.538 (assuming coverage is deemed similar to PIP-type benefits).	No	Yes <i>O.R.S. § 742.538; State Farm Mut. Auto Ins. Co. v. Clinton</i> , 518 P.2d 645 (Or. 1974).
PENNSYLVANIA	2 Years 42 P.S. § 5524	Yes* *Might be limited in auto accidents. <u>Compare</u> 75 P.S. § 1720, which provides “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) (<i>unpublished</i>) (subro allowed where policy delivered in another state).	Yes <u>Compare</u> 75 P.S. § 1720 <u>with</u> <i>Serrano v. Cowles</i> , CIV A 06-5075, 2008 WL 4442532 (E.D. Pa., Sept. 30, 2008) (<i>unpublished</i>).	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)
RHODE ISLAND	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).
SOUTH CAROLINA	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).
SOUTH DAKOTA	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).

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TENNESSEE	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).
TEXAS	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, <i>no writ</i>).
UTAH	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. & 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 (Utah 2008).
VERMONT	3 Years Vt. Stat. Ann. Tit. 12, § 512(4) <u>Wrongful Death:</u> 2 Years Vt. Stat. Ann. Tit. 14, § 1492 <u>Medical Malpractice:</u> Later of 3 years from incident or 2 years from discovery. Vt. Stat. Ann. Tit. 12, § 521.	Yes <i>Nationwide Mut. Fire Ins. Co. v. Gamelin</i> , 786 A.2d 1076 (Vt. 2001).	Yes	No	Yes <i>Daniels v. Vermont Center for Crime Victim Services</i> , 790 A.2d 376 (Vt. 2001).
VIRGINIA	2 Years Va. St. § 8.01-243(A)	No Va. St. § 38.2-3405	Yes <i>Whitlinger v. Continental Cas. Co.</i> , 129 F.Supp.2d 924 (E.D. Va. 2001).	No <i>PRC, Inc. v. O'Bryan</i> , 47 Va. Cir. 81, 1998 WL 972277 (Va. Cir. Ct. 1998).	Yes <i>duPont v. Shackelford</i> , 235 Va. 588, 595, 369 S.E.2d 673, 677 (Va. 1988) (applies only where insurer has not retained separate counsel).

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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</p> <p><i>Fisher v. Albi Power, Inc.</i>, 902 P.2d 166 (Wash. App. 1995).</p>	<p>Yes</p>	<p>Yes</p> <p><i>Mahler v. Szucs</i>, 957 P.2d 632 (Wash. 1998).</p>	<p>Yes</p> <p><i>Hamm v. State Farm Mutual Auto. Ins. Co.</i>, 88 P.3d 395 (Wash. 2004).</p>
WEST VIRGINIA	<p>2 Years W. Va. Code § 55-2-12</p>	<p>Yes</p> <p><i>Kanawha Valley Radiologists, Inc. v. One Valley Bank</i>, 557 S.E.2d 277 (W.Va. 2001).</p>	<p>Yes</p>	<p>Yes*</p> <p>*But, <u>see</u> <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).</p>	<p>Yes</p> <p><i>Bell v. Federal Kemper Ins. Co.</i>, 693 F.Supp. 446 (S.D. W.Va. 1988).</p>
WISCONSIN	<p>3 Years Wis. Stat. § 893.54</p>	<p>Yes</p> <p><i>Cunningham v. Metropolitan Life Ins. Co.</i>, 360 N.W.2d 33 (Wis. 1985).</p>	<p>Yes</p>	<p>Yes</p> <p><i>Valley Forge Ins. Co. v. Home Mut. Ins. Co.</i>, 396 N.W.2d 348 (Ct. of App. Wis. 1986).</p>	<p>Yes</p> <p><i>Wis. Retired Teachers Ass'n, Inc. v. Emp. Trust Fund Board</i>, 558 N.W. 2d 83 (Wis. 1970).</p>
WYOMING	<p><u>Personal Injury:</u> 4 Years W. S. § 1-3-105(a)(iv)(C)</p> <p><u>Wrongful Death:</u> 2 Years W.S. § 1-38-102(d)</p> <p><u>Medical Malpractice:</u> 2 Years, unless discovery in second year, then extended by 6 months. Wyo. St. §§ 1-3-107(a)(i) and (a)(iv).</p>	<p>Yes</p> <p><i>The Church Ins. Co. v. Ragsdale</i>, 2006 WL 6177825 (Wyo. Dist., Feb. 15, 2006) (J. Kalokathis); <u>see generally</u>, <i>N. Utilities Div. of K N Energy, Inc. v. Town of Evansville</i>, 822 P.2d 829, 837 (Wyo. 1991).</p>	<p>Yes</p>	<p>No</p> <p><i>The Church Ins. Co. v. Ragsdale</i>, 2006 WL 6177825 (Wyo. Dist., Feb. 15, 2006) (J. Kalokathis).</p>	<p>No*</p> <p><i>Bd. of County Comm'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).</p>

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