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HEALTH AND DISABILITY INSURANCE SUBROGATION IN ALL 50 STATES

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 Mut. 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. Elec. Co-Op v. Buck</i> , 117 S.W.3d 591 (Ark. 2003).	Yes A.C.A. § 23-79-146 (2001)

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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); <i>But see</i> , Cal Civ. Code § 3040.	Yes <i>21st Century Ins. Co. v. Superior Court</i> , 47 Cal.4 th 511 (2009).
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 <i>Waters v. U.S.</i> , 787 A.2d 71 (Del. 2001) (dealing with no-fault benefits).	No	Yes <i>Goodrich v. E.F. Hutton Group, Inc.</i> 681 A.2d 1039 (Del. 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 Cas. & Surety Co.</i> , 782 A.2d 269 (D.C. 2001).	Yes <i>In re Antioch Univ.</i> , 482 A.2d 133 (D.C. 1984).

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FLORIDA	<p>4 Years F.S.A. § 95.11(3)(a) F.S.A. § 95.11(3)(o)</p> <p><u>Wrongful Death:</u> 2 Years F.S.A. § 95.11(4)(d)</p> <p><u>Medical Malpractice:</u> 2 Years F.S.A. § 95.11(4)(b)</p>	<p>Yes <i>Keith v. B.E.W. Ins. Group</i>, 595 So.2d 178 (Fla. App. 1992).</p>	<p>Yes <i>Centex-Rodgers Const. Co. v. Herrera</i>, 816 So.2d 1206 (Fla. Dist. Ct. App. 2002).</p>	<p>Yes <i>Humana Health Plans v. Lawton</i>, 675 So.2d 1382 (Fla. App. 1996).</p>	<p>Yes <i>Tampa Port Auth. V. M/V Duchess</i>, 65 F. Supp.2d 1299 (M.D. Fla. 1997).</p>
GEORGIA	<p>2 Years O.C.G.A. § 9-3-33</p>	<p>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.</p>	<p>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.</p>	<p>Yes O.C.G.A. § 33-24-56.1(b)(1)</p>	<p>Yes O.C.G.A. § 33-24-56.1(b)(2)</p>
HAWAII	<p>2 Years Haw. Rev. Stat. § 657-7</p>	<p>Yes <i>Beneficial Hawaii, Inc. v. Kida</i>, 30 P.3d 895 (Haw. 2001).</p>	<p>Yes <i>Pacific Ins. Co., Ltd. v. Esperanza</i>, 833 P.2d 890 (Haw. 1992).</p>	<p>Yes <i>AIG Hawaii Ins. Co., Inc. v. Rutledge</i>, 955 P.2d 1069 (Haw. App. 1998).</p>	<p>Yes <i>In re Water Use Permit Applications</i>, 25 P.3d 802 (Haw. 2001).</p>
IDAHO	<p>2 Years Idaho Code § 5-219(4)</p>	<p>Yes <i>Smith v. USAA Property & Cas. Ins.</i>, 974 P.2d 1095 (Idaho 1999).</p>	<p>Yes</p>	<p>No</p>	<p>Yes <i>Seineger Law Office, P.A. v. North Am. Ins. Co.</i>, 178 P.3d 606 (Idaho 2008).</p>
ILLINOIS	<p>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.</p>	<p>Yes <i>Gibson v. Country Mut. Ins. Co.</i>, 549 N.E.2d 23 (Ill. 1990).</p>	<p>Yes <i>In re Estate of Scott</i>, 567 N.E.2d 605 (Ill. App. Ct. 1991). 770 Ill. Comp. Stat. 23/50.</p>	<p>No* *Illinois lien reduction statute applies – pro-rata reduction for comparative fault or limited liability insurance. 770 Ill. Comp. Stat. 23/50.</p>	<p>Yes <i>Bishop v. Burgard</i>, 764 N.E.2d 24 (Ill. 2002); 770 I.L.C.S. § 23/50.</p>

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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)
IOWA	2 Years I.C.A. § 614.1(2)	Yes* <i>Iowa Am. Ins. Co. v. Piphoo</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).	Yes* <i>Ludwig v. Farm Bureau Mut. Ins. Co.</i> , 393 N.W.2d 143 (Iowa 1986). *However, the insured's right to be made-whole does not extend to all categories of damages, like pain and suffering. If the insured recovers its prior medical expenses, then he or she has been made-whole for that category.	Yes <i>City of Ames, Iowa v. Ratliff</i> , 471 N.W.2d 803 (Iowa 1991); I.C.A. § 668.5
KANSAS	2 Years K.S.A. § 60-513	No* Kan. Admin. Regs. § 40-1-20 (1987). *Occupational accident benefits may be outside the scope of K.S.A. § 40-1-20 based upon its status as an "accident only policy." K.S.A. § 40-1-20(c).	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). *Occupational accident benefits may be outside the scope of K.S.A. § 40-1-20 based upon its status as an "accident only policy." K.S.A. § 40-1-20(c).	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).

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LOUISIANA	1 Year L.S.A.-C.C. Art. § 3492	Yes L.S.A.-C.C. Art. § 1829	Yes	Yes* *However, in <i>American Postal Workers Union v. Tippitt</i> , 2011-881 (La. App. 3 rd Cir. 12/7/11) 82 So.3d 379, the Louisiana Third Circuit Court of Appeals ruled that when the beneficiary settles a case with knowledge of his obligation to reimburse the Plan, he cannot claim he wasn't made whole.	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 "equitable reduction").	Yes <i>York Ins. Group of Maine v. Van Hall</i> , 704 A.2d 366 (Me. 1997).
MARYLAND	3 Years Md. Cts. & Jud. Proc. Code § 5-101 <u>Med Malpractice Actions:</u> 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).

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MASSACHUSETTS	3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4	Yes. Contractual subrogation provisions will be respected. In addition, there is a statutory right found in Mass. Gen. Laws ch. 111, § 70A (Note procedure for perfecting lien).	Yes. Contractual subrogation rights will be enforced.	No. However, certain Superior Court decisions have issued mixed rulings on this issue.	Yes, where the contract language is silent as to attorneys' fees. <i>See e.g., Commissioner of Ins. v. Massachusetts Acc. Co.</i> , 318 Mass. 238, 242, 61 N.E.2d 137, 139-140 (1945). No, if the lien arises under the Medical Lien Statute. <i>See Pierce v. Christmas Tree Shops, Inc.</i> , 429 Mass. 91, 93, 706 N.E.2d 633, 636 (1999).
MICHIGAN	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).
MINNESOTA	<u>Intentional Acts</u> : 2 Years M.S.A. § 541.07 <u>Wrongful Death</u> : 3 Years M.S.A. § 573.02 <u>Negligence Claims (personal injury)</u> : 6 Years M.S.A. § 541.05 <u>Medical Malpractice</u> : 4 Years M.S.A. § 541.076(b)	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)

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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</p> <p><i>Hare v. State</i>, 733 So.2d 277 (Miss. 1999).</p>	<p>Yes</p> <p><i>Preferred Risk Mut. Ins. Co. v. Courtney</i>, 393 So.2d 1328, 1329 (Miss. 1981).</p>	<p>Yes</p> <p><i>Hare v. State</i>, 733 So.2d 277 (Miss. 1999).</p>	<p>No</p> <p><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</p> <p><i>Travelers Indemnity Co. v. Chumbly</i>, 394 S.W.2d 418 (Mo. App. 1965).</p>	<p>No</p> <p><i>Travelers Indemnity Co. v. Chumbly</i>, 394 S.W.2d 418 (Mo. App. 1965).</p>	N/A	N/A
MONTANA	<p>3 Years Mont. Code Ann. § 27-2-204(1),(2)</p>	<p>Yes</p> <p>Mont. Code Ann. § 33-30-1101</p>	<p>Yes</p> <p>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.</p>	<p>Yes*</p> <p><i>Ferguson v. Safeco Ins. Co. of Am.</i>, 180 P.3d 1164 (Mont. 2008) (*Made whole includes attorneys' fees).</p>	<p>Yes</p> <p><i>Mountain West Farm Bur. Mut. Ins. Co. v. Hall</i>, 38 P.3d 825 (Mont. 2001).</p>
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>

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NEVADA	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* *Rule can be overridden by clear policy language. <u>See Canfora v. Coast Hotels & Casinos, Inc.</u> , 121 Nev. 771, 778, 121 P.3d 599, 604 (2005); <u>See also, Welday v. Summerlin Life & Health Ins. Co.</u> , 127 Nev. 1185 (2011).	Yes <i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).
NEW HAMPSHIRE	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); <i>Roy v. Ducnuigeen</i> , 532 A.2d 1388 (1987) (full reimbursement).	Yes <i>Lutkus v. Lutkus</i> , 692 A.2d 958 (N.H. 1997).
NEW JERSEY	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
NEW MEXICO	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).

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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>Yes and No*</p> <p>*N.Y. S.B. 66002 amends C.P.L.R. § 4545 to preclude reimbursement from settlements (11/12/09), but an insurer can still intervene or file its own action for equitable subrogation prior to settlement. <i>Peterson v. New York State Elec. & Gas Corp.</i>, 115 A.D.3d 1029, 1030, 981 N.Y.S.2d 834, 836 (2014).</p>	<p>Yes and No*</p> <p>*N.Y. S.B. 66002 amends C.P.L.R. § 4545 to preclude reimbursement from settlements (11/12/09), but an insurer can still intervene or file its own action for equitable subrogation prior to settlement. <i>Rizzo v. Moseley</i>, 30 Misc.3d 773, 774, 913 N.Y.S.2d 905, 907 (Sup. Ct. 2010).</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>*Does not apply to policies issued and delivered outside of North Carolina. <i>Bush v. Nat'l Union Fire Ins. Co. of Pittsburgh, PA</i>, 124 F. Supp.3d 642, 657 (E.D. N.C. 2015).</p>	<p>No*</p> <p>11 N.C.A.C. § 12.0319</p> <p>*Does not apply to policies issued and delivered outside of North Carolina. <i>Bush v. Nat'l Union Fire Ins. Co. of Pittsburgh, PA</i>, 124 F. Supp.3d 642, 657 (E.D. N.C. 2015).</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. Burtt</i>s, 149 N.W.2d 710 (N.D. 1967); <i>see e.g.</i>, N.D. Cent. Code § 26.1-18.1-07.</p>	Yes	No	<p>No</p> <p><i>Hayden v. Medcenter One, Inc.</i>, 2013 ND 46, 828 N.W.2d 775 (addressing hospital lien).</p>

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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 & Blue Shield Mut. of Ohio v. Hrenko</i>, 647 N.E.2d 1358 (Ohio 1995).</p>	<p>Yes <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>Yes and No No Made Whole Doctrine per se. <i>See, 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 (2004) (Policy language must establish first priority). However, Ohio Rev. Code Ann. § 2323.44 mandates pro-rata reduction.</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 But, can be overcome by clear policy language. <i>Reeds v. Walker</i>, 2006 OK 43, 157 P.3d 100.</p>	<p>Yes <i>Okla. Tax Comm'n v. Ricks</i>, 885 P.2d 1336 (Okla. 1994).</p>
OREGON	<p>2 Years O.R.S. § 12.110(1)</p> <p><u>Wrongful Death:</u> 3 Years O.R.S. § 30.020(1)</p>	<p>Yes O.R.S. § 742.538; <i>Provident Health Plan v. Charriere</i>, 666 F.Supp.2d 1169 (D. Or. 2009).</p>	<p>Yes O.R.S. § 742.538 (assuming coverage is deemed similar to PIP-type benefits).</p>	<p>No</p>	<p>Yes O.R.S. § 742.538; <i>State Farm Mut. Auto Ins. Co. v. Clinton</i>, 518 P.2d 645 (Or. 1974).</p>

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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) (unpublished) (subro allowed where policy delivered in another state).	Yes 75 P.S. § 1720 does not apply to occupational accident insurance policies or policies delivered outside Pennsylvania. <i>See Nat’l Union Fire Co. of Pittsburgh, PA. v. Toland</i> , 2016 WL 873005 (D. Wyo. Feb. 17, 2016).	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). *However, a plaintiff is made-whole by a voluntary settlement within policy limits. <i>Associated Hosp. Serv. of Philadelphia v. Pustilnik</i> , 396 A.2d 1332 (1979), <i>vacated on other grounds</i> , 439 A.2d 1149 (Pa. 1981); <i>Curran v. Nunez</i> , 11-CV-15 (N.D. Tex. Jan. 11, 2012)	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* *But see S.C. Code § 38-71-190 providing that plaintiff can petition director or its designee on equitable grounds to disallow subrogation.	Yes <i>First Union Nat’l Bank of S.C. v. Soden</i> , 511 S.E.2d 372 (S.C. App. 1998); S.C. Code § 38-71-190.
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).

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
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* *Texas's Lien Reduction Statute Applies. <i>Tex. Civ. Prac. & Rem. Code Ann. § 140.005</i> .	Yes Tex. Civ. Prac. & Rem. Code Ann. §§ 140.005, 140.007.
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 1078 (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* *Arguable subrogation of medical benefits is permissible when person who receives benefits was neither a resident of nor employed in Virginia. See 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).

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
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 Mut. 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 <i>Kanawha Valley Radiologists, Inc. v. One Valley Bank</i>, 557 S.E.2d 277 (W.Va. 2001).</p>	<p>Yes</p>	<p>Yes* *But, see <i>Kanawha Valley Radiologists, Inc. v. One Valley Bank</i>, 557 S.E.2d 277 (W.Va. 2001); <i>Bell v. Federal Kemper Ins. Co.</i>, 693 F.Supp. 446 (S.D. W.Va. 1988).</p>	<p>Yes <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 <i>Cunningham v. Metropolitan Life Ins. Co.</i>, 360 N.W.2d 33 (Wis. 1985).</p>	<p>Yes</p>	<p>Yes <i>Valley Forge Ins. Co. v. Home Mut. Ins. Co.</i>, 396 N.W.2d 348 (Ct. of App. Wis. 1986).</p>	<p>Yes <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 <i>Stilson v. Hodges</i>, 934 P.2d 736 (Wyo. 1997).</p>	<p>Yes</p>	<p>No Wyoming has not adopted the Made Whole Doctrine. See e.g., <i>Nat'l Union Fire Co. of Pittsburgh, PA. v. Toland</i>, 2016 WL 873005, (D. Wyo. Feb. 17, 2016).</p>	<p>No* <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).</p>

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