

## 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>Ruggles ex rel. Estate of Mayer v. Grow</i> , 984 P.2d 509, 512 (Alaska 1999).	Yes <i>Ruggles ex rel. Estate of Mayer v. Grow</i> , 984 P.2d 509, 512 (Alaska 1999).	No <i>O'Donnell v. Johnson</i> , 209 P.3d 128, 135 (Alaska 2009).	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). *With exceptions for certain claims against uninsured motorists, A.R.S. § 20-259.01 and subrogation rights of political subdivisions required by law to furnish medical care and treatment. A.R.S. § 12-962.	No	N/A	Yes <i>LaBombard v. Samaritan Health Sys.</i> , 195 Ariz. 543, 548, 991 P.2d 246, 251 (Ct. App. 1998).

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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(a)(1)	Yes A.C.A. § 23-79-146(a)(1)	Yes <i>Franklin v. Healthsource of Arkansas</i> , 328 Ark. 163, 168, 942 S.W.2d 837, 839 (1997).	Yes A.C.A. § 23-79-146(a)(2)
CALIFORNIA	2 Years Cal. Civ. Proc. Code § 335.1	Yes and No California deems subrogation to be in impermissible form of an assignment of a personal injury action. Therefore, there is no direct subrogation right against tortfeasor but a right of reimbursement exists out of the insured's settlement. <i>Block v. California Physicians' Serv.</i> , 244 Cal. App.2d 266, 271, 53 Cal. Rptr. 51, 54 (Ct. App. 1966).	Yes and No A right of reimbursement but no direct right of subrogation.	Yes and No The Made-Whole Doctrine only applies in the absence of contractual language specifying a first right of recovery to the insurer. <i>Chandler v. State Farm Mut. Auto. Ins. Co.</i> , 596 F. Supp.2d 1314, 1318 (C.D. Cal. 2008), aff'd, 598 F.3d 1115 (9 <sup>th</sup> Cir. 2010), citing <i>Progressive W. Ins. Co. v. Superior Court</i> , 135 Cal. App. 4 <sup>th</sup> 263, 274, 37 Cal. Rptr.3d 434, 443 (2005). <u>See also</u> Cal Civ. Code § 3040.	Yes <i>21<sup>st</sup> Century Ins. Co. v. Superior Court</i> , 47 Cal.4 <sup>th</sup> 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(6)(a)(II) 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(6)(a)(II) 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(3)(a)(I)	Yes C.R.S. § 10-1-135(3)(c)

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CONNECTICUT	2 Years C.G.S.A. § 52-584	No C.G.S.A. § 52-225c (Recovery of collateral source benefits prohibited).	Yes Definition of “collateral source” in § 52-225b does not include 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) (SSDI); <i>Hassett v. City of New Haven</i> , 49 Conn. Supp. 7, 858 A.2d 922 (Super. Ct. 2004), aff’d, 91 Conn. App. 245, 880 A.2d 975 (2005) (wage replacement).	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>Givens v. St.</i> , 405 A.2d 704 (Del. Super. Ct. 1979).	Yes <i>Givens v. St.</i> , 405 A.2d 704 (Del. Super. Ct. 1979).	No	Yes <i>Americas Mining Corp. v. Theriault</i> , 51 A.3d 1213, 1253 (Del. 2012).

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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	No D.C. Code Ann. § 31-3551(b) only allows a lien reduction for attorneys' fees and costs. Previous case law had indicated that an insurer may contract out of MWD with unambiguous language. <i>District No. 1 - Pacific Coast Distributors v. Travelers Cas. &amp; Surety Co.</i> , 782 A.2d 269 (D.C. 2001).	Yes D.C. Code Ann. § 31-3551(b). Does not apply where "subrogee files a petition to intervene in the personal injury action and is independently represented by counsel". D.C. Code Ann. § 31-3551(b)(1).
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 F.S.A. § 768.76(4)	Yes F.S.A. § 768.76(4); <i>Centex-Rodgers Constr. Co. v. Herrera</i> , 816 So.2d 1206 (Fla. 4 <sup>th</sup> DCA 2002).	Yes* <i>Humana Health Plans v. Lawton</i> , 675 So.2d 1382 (Fla. 5 <sup>th</sup> DCA 1996). *But rule is limited to insurers assertion of "subrogation" out of insured recovery and does not apply to insurer's freestanding claim against a tortfeasor. <i>Schonau v. GEICO Gen. Ins. Co.</i> , 903 So.2d 285, 288 (Fla. 4 <sup>th</sup> DCA 2005).	Yes F.S.A. § 768.76(4)

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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. Does not apply to "Accident Only" policies, § 33-1-2(3) or out-of-state policies not approved by the Georgia Insurance Commissioner, § 33-24-2(2). <i>See e.g., Atlantic Specialty Ins. Co. v. Anderson</i> , 2017 WL 2709825 (Gwinnett County, June 20, 2017).	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). *Does not apply to "Accident Only" policies, §33-1-2(3) or out-of-state policies not approved by the Georgia Ins. Commissioner, §33-24-2(2). <i>See e.g., Atlantic Specialty Ins. Co. v. Anderson</i> , 2017 WL 2709825 (Gwinnett County, June 20, 2017).	Yes* O.C.G.A. § 33-24-56.1(b)(1) *Does not apply to "Accident Only" policies, §33-1-2(3) or out-of-state policies not approved by the Georgia Insurance Commissioner, §33-24-2(2). <i>See e.g., Atlantic Specialty Ins. Co. v. Anderson</i> , 2017 WL 2709825 (Gwinnett County, June 20, 2017).	Yes O.C.G.A. § 33-24-56.1(b)(2)
HAWAII	2 Years Haw. Rev. Stat. § 657-7	Yes and No Haw. Rev. Stat. Ann. § 663-10 is the exclusive right of reimbursement. <i>Yukumoto v. Tawarahara</i> , 140 Haw. 285, 298, 400 P.3d 486, 499 (2017) (No freestanding subrogation claim and § 663-10 limits a health insurer's contractual subrogation rights).	Yes and No Haw. Rev. Stat. Ann. § 663-10 is the exclusive right of reimbursement. <i>Yukumoto v. Tawarahara</i> , 140 Haw. 285, 298, 400 P.3d 486, 499 (2017) (No freestanding subrogation claim and § 663-10 limits a health insurer's contractual subrogation rights).	No* *Section 663-10 abrogates common law subrogation rules and it specifically allows for health insurers to seek reimbursement from <i>special damages</i> recovered in a judgment or settlement that duplicated the amounts already paid, thereby prohibiting double recovery. The only limitation is that recovery cannot come from amounts allocated to <i>general damages</i> .	Yes Haw. Rev. Stat. Ann. § 663-10(a)

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IDAHO	2 Years Idaho Code § 5-219(4)	Yes <i>Smith v. 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* *Illinois lien reduction statute applies – pro-rata reduction for comparative fault or limited liability insurance. 770 Ill. Comp. Stat. 23/50.	Yes <i>Bishop v. Burgard</i> , 764 N.E.2d 24 (Ill. 2002); 770 I.L.C.S. § 23/50.
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	Yes I.C. § 34-53-1-1 (1999)
IOWA	2 Years I.C.A. § 614.1(2)	Yes* <i>Iowa Am. Ins. Co. v. Pipho</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.C.A. § 668.5(3)

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KANSAS	2 Years K.S.A. § 60-513	No* Kan. Admin. Regs. § 40-1-20 bars subrogation for “medical, surgical, hospital, or funeral expenses.” *Exception for PIP benefits. K.S.A. § 40–3113a(b). Occupational accident benefits may be outside the scope of Kan. Admin. Regs. § 40-1-20 based upon its status as an “accident only policy.” K.S.A. § 40-4602(c).	Yes* Kan. Admin. Regs. § 40-1-20 does not reference disability benefits within its prohibition on subrogation. *Exception for PIP benefits. K.S.A. § 40–3113a(b). 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. The Kansas Supreme Court has not adopted the Made-Whole Doctrine. The Tenth Circuit previously predicted that Kansas would not apply the “made whole” rule. <i>Copeland By &amp; Through Copeland v. Toyota Motor Sales U.S.A., Inc.</i> , 136 F.3d 1249, 1257 (10 <sup>th</sup> Cir. 1998).	Yes <i>Musse v. Garcia</i> , 68 P.3d 165 (Kan. Ct. App. 2003) (PIP benefits).
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).	Yes. K.R.S. § 412.070 (“Compensation of party pressing claims in common interest for others”); K.R.S. § 304.39-070 (PIP).

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LOUISIANA	1 Year L.S.A.-C.C. Art. § 3492	Yes L.S.A.-C.C. Art. § 1829(3)	Yes L.S.A.-C.C. Art. § 1829(3)	Yes* *Can be overridden by first priority contractual language. <i>Bayham v. State Through Office of Grp. Benefits</i> , 2018-1708 (La. App. 1 Cir. 8/29/19), 285 So.3d 1111, writ denied, 2019-01667 (La. 1/14/20), 286 So.3d 1040. Further, in <i>American Postal Workers Union v. Tippitt</i> , 2011-881 (La. App. 3 Cir. 12/7/11) 82 So.3d 379, the court 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	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" based on questions of liability, "exigencies of trial" and limits of liability coverages.)	Yes <i>York Ins. Group of Maine v. Van Hall</i> , 704 A.2d 366 (Me. 1997).



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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 <i>Roberts v. Total Health Care, Inc.</i> , 109 Md. App. 635, 650, 675 A.2d 995, 1002 (1996), <i>aff'd</i> , 349 Md. 499, 709 A.2d 142 (1998); <i>see also</i> Md. Cts. & Jud. Proc. § 11-112; contract.	Yes <i>Roberts v. Total Health Care, Inc.</i> , 109 Md. App. 635, 650, 675 A.2d 995, 1002 (1996), <i>aff'd</i> , 349 Md. 499, 709 A.2d 142 (1998).	No Md. Code Ann., Cts. & Jud. Proc. § 11-112; See also <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).
MASSACHUSETTS	3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4	Yes (Contractual Only) Contractual subro provisions will be respected. <i>Safety Ins. Co. v. Massachusetts Bay Transp. Auth.</i> , 58 Mass. App. Ct. 99, 103, (2003); <i>Frost v. Porter Leasing Corp.</i> , 386 Mass. 425, 431 (1982).	Yes Contractual subrogation rights will be enforced.	Maybe <i>Safety Ins. Co. v. Massachusetts Bay Transp. Auth.</i> , 58 Mass. App. Ct. 99, 103, (2003); <i>Frost v. Porter Leasing Corp.</i> , 386 Mass. 425, 431 (1982).	Yes Where the contract language is silent as to attorneys' fees. See <i>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 Statue. See <i>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.	Yes and No The Michigan no-fault act, M.C.L. § 500.3103, <i>et seq.</i> , bars recovery of medical expenses from third-party tortfeasors arising out of the ownership, maintenance or use of a motor vehicle.	Yes and No The Michigan no-fault act, M.C.L. § 500.3103, <i>et seq.</i> , bars recovery of economic damages from third-party tortfeasors arising out of the ownership, maintenance or use of a motor vehicle.	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	<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 (Minn. Ct. App. 1998).	Yes* M.S.A. § 62A.095(2) applies made-whole to health plans. *Prior cases held that the doctrine can be disclaimed in the policy. <i>Hershey v. Physicians Health Plan of Minn., Inc.</i> , 498 N.W.2d 519 (Minn. Ct. App. 1993) citing <i>Westendorf v. Stasson</i> , 330 N.W.2d 699, 703 (Minn. 1983).	Yes M.S.A. § 62A.095 (2001)
MISSISSIPPI	3 Years M.C.A. § 15-1-49 <u>Medical Malpractice:</u> 2 Years M.C.A. § 15-1-36	Yes <i>Hare v. State</i> , 733 So.2d 277 (Miss. 1999).	Yes <i>Preferred Risk Mut. Ins. Co. v. Courtney</i> , 393 So.2d 1328, 1329 (Miss. 1981).	Yes <i>Hare v. State</i> , 733 So.2d 277 (Miss. 1999).	Yes <i>Matter of Estate of Eubanks v. Huber</i> , 251 So.3d 734, 742 (Miss. 2018).
MISSOURI	5 Years Mo. Rev. Stat. § 516.120(4) <u>Medical Malpractice:</u> 2 Years Mo. Rev. Stat. § 516.105 <u>Wrongful Death:</u> 3 Years Mo. Rev. Stat. § 537.100	No <i>Travelers Indemnity Co. v. Chumbly</i> , 394 S.W.2d 418 (Mo. App. 1965); see also <i>Milburn v. Zurich Am. Ins. Co.</i> , 2020 WL 4673785 (E.D. Mo. Aug. 12, 2020).	No <i>Travelers Indemnity Co. v. Chumbly</i> , 394 S.W.2d 418 (Mo. App. 1965); see also <i>Milburn v. Zurich Am. Ins. Co.</i> , 2020 WL 4673785 (E.D. Mo. Aug. 12, 2020).	N/A	N/A

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MONTANA	3 Years Mont. Code Ann. § 27-2-204(1) & (2)	Yes Mont. Code Ann. § 33-30-1101	Yes Mont. Code. Ann. § 33-22-1601. However, this grant of subrogation is still subject to made-whole. Mont. Code Ann. § 33-22-1602(4).	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); Mont. Code Ann. § 33-22-1602.
NEBRASKA	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 Neb.</i> , 684 N.W.2d 537 (Neb. 2004).	Yes	Yes <i>Blue Cross &amp; Blue Shield of Neb., 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).
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 <i>Canfora v. Coast Hotels &amp; Casinos, Inc.</i> , 121 Nev. 771, 774, 121 P.3d 599, 601 (2005).	Yes	Yes* *Rule can be overridden by clear policy language. <i>Canfora v. Coast Hotels &amp; Casinos, Inc.</i> , 121 Nev. 771, 778, 121 P.3d 599, 604 (2005); <i>See also, Welday v. Summerlin Life &amp; Health Ins. Co.</i> , 127 Nev. 1185 (2011).	Yes <i>State, Dep't of Human Res., Welfare Div. v. Elcano</i> , 106 Nev. 449, 452, 794 P.2d 725, 726 (1990).

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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) (*insurer has no equitable right of subrogation absent a contractual provision).	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; <i>Perreira v. Rediger</i> , 169 N.J. 399, 414, 778 A.2d 429, 438 (2001).	No N.J.S.A. § 2A:15-97	Yes <i>City of Asbury Park v. Star Ins. Co.</i> , 242 N.J. 596, 606, 233 A.3d 400, 405 (2020) (but can be overridden by clear language or the presence of a large deductible or an SIR).	Yes <i>Sutter v. Horizon Blue Cross Blue Shield of New Jersey</i> , 406 N.J. Super. 86, 105, 966 A.2d 508, 519 (App. Div. 2009).
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 &amp; 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>GOL § 5-335 precludes subrogation or reimbursement claims against NY settlements. *Exceptions apply for APIP, Medicare, Medicaid, and workers' comp. *Statute does not apply to cases that go to verdict and insurer may intervene on the eve of trial. <i>Rizzo v Moseley</i>, 30 Misc.3d 773, 913 N.Y.S.2d 905 (Sup 2010).</p>	<p>No*</p> <p>GOL § 5-335 precludes subrogation or reimbursement claims against NY settlements. *Exceptions apply for APIP, Medicare, Medicaid, and workers' comp. *Statute does not apply to cases that go to verdict and insurer may intervene on the eve of trial. <i>Rizzo v Moseley</i>, 30 Misc.3d 773, 913 N.Y.S.2d 905 (Sup 2010).</p>	<p>Yes</p> <p><i>Winkelmann v. Excelsior Ins. Co.</i>, 85 N.Y.2d 577, 584, 650 N.E.2d 841, 845 (1995) The Court noted, however, that the insurer's action based on partial subrogation through its insured will not necessarily interfere with the insured's right to be made whole by the tortfeasor and the insurer need not delay its subrogation claim against the tortfeasor to avoid impairing the insured's right.</p>	<p>No</p> <p>Only available in "exceptional cases." <i>Kantrowitz, Goldhamer &amp; Graifman, P.C. v. New York State Elec. &amp; Gas Corp.</i>, 27 A.D.3d 872, 875, 810 N.Y.S.2d 550, 553 (3rd Dept. 2006); <i>Allstate Ins. Co. v. Denbleyker</i>, 280 A.D.2d 204, 206, 722 N.Y.S.2d 641, 642 (4<sup>th</sup> Dept. 2001) ("although the services of defendant's attorneys led to the availability of the fund against which Allstate placed its lien, the contingency fee agreement was between the defendant and her attorneys and cannot be enforced against one not a party to the agreement, in this case the lienor").</p>

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
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>*Exception for the State Health Plan. N.C. Gen. Stat § 135-48.37. <i>Barnard v. Johnston Health Servs. Corp.</i>, 839 S.E.2d 869, 873 (N.C. Ct. App. 2020). *Also, 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* 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>Maybe</p> <p><i>St. Paul Fire &amp; Marine Ins. Co. v. W.P. Rose Supply Co.</i>, 198 S.E.2d 482 N.C. App. 1973).</p>	<p>Yes</p> <p><i>Farm Bureau Ins. Co. of N.C. v. Blong</i>, 159 N.C. App. 365, 375, 583 S.E.2d 307, 313 (2003).</p>
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 N.D.C.C. § 26.1-18.1-07(1)(c)(16)</p>	<p>Yes N.D.C.C. § 26.1-18.1-07(1)(c)(16).</p>	<p>No</p>	<p>No</p> <p><i>Hayden v. Medcenter One, Inc.</i>, 2013 ND 46, 828 N.W.2d 775 (addressing hospital lien).</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 &amp; Blue Shield Mut. of Ohio v. Hrenko</i>, 647 N.E.2d 1358 (Ohio 1995).</p>	<p>Yes</p> <p><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*</p> <p>*Ohio Rev. Code Ann. § 2323.44 mandates pro-rata reduction if the recovery is less than the full value of the tort action based on comparative fault or limits of liability coverage.</p>	<p>Yes</p> <p><i>Hoepfner v. Jess Howard Elect. Co.</i>, 780 N.E.2d 290 (Ohio App. 2002).</p>

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
OKLAHOMA	2 Years Okla. Stat. Ann. Tit. 12, § 95	Yes <i>Am. Med. Sec. v. Josephson</i> , 2000 OK CIV APP 127, ¶ 7, 15 P.3d 976, 978.	Yes	Yes* *May be overcome by clear policy language. <i>Reeds v. Walker</i> , 2006 OK 43, 157 P.3d 100; <i>Equity Fire &amp; Cas. Co. v. Youngblood</i> , 1996 OK 123, 927 P.2d 572.	Yes <i>Okla. Tax Comm'n v. Ricks</i> , 885 P.2d 1336 (Okla. 1994).
OREGON	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 coverage is deemed similar to PIP-type benefits).	Yes O.R.S. § 742.544(1)(b) precludes an insurer from obtaining reimbursement unless the injured person receives full compensation for their injuries.	Yes O.R.S. § 742.538; <i>State Farm Mut. Auto Ins. Co. v. Clinton</i> , 518 P.2d 645 (Or. 1974).

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
PENNSYLVANIA	2 Years 42 P.S. § 5524	Yes* *With the limited exception of auto accidents. Compare 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 with <i>Armstrong v. Antique Auto. Club of Am.</i> , 670 F. Supp. 2d 387, 394 (M.D. Pa. 2009) (subrogation allowed where policy delivered in another state).	Yes 75 P.S. § 1720 does not apply to policies delivered outside PA or for vehicles not registered in PA. <i>Nat’l Union Fire Co. of Pittsburgh, PA. v. Toland</i> , 2016 WL 873005 (D. Wyo., Feb. 17, 2016).	Yes <i>Nationwide Mut. Ins. Co. v. DiTomo</i> , 330 Pa. Super. 117, 118, 478 A.2d 1381, 1382 (1984) ( <i>per curiam</i> ) and <i>Lexington Ins. Co. v. Q-E Mfg. Co., Inc.</i> , 2006 WL 2136244 (M.D. Pa., July 28, 2006)(unpublished). 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. Germes</i> , 2012 WL 12525505, at *5 (N.D. Tex. Jan. 11, 2012).	Yes 42 P.S. § 2503
RHODE ISLAND	3 Years R.I.G.L. § 9-1-14(b)	Yes <i>Hospital Service v. Corporation Pennsylvania Insurance Co.</i> , 701 R.I. 708, 227 A.2d 105, 113 (1967).	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).



STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
<b>SOUTH CAROLINA</b>	3 Years S.C. Code Ann. §§ 15-3-530, 15-3-535, 15-3-545	Yes S.C. Code Ann. § 38-71-190	Yes	No* *But see S.C. Code § 38-71-190 providing that plaintiff can petition insurance 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.
<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 S.D.C.L. § 58-18A-79. <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) (a standard subro provision trumps the common law made whole rule).	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>Grp. Hosp. Serv. Inc. v. State Farm Ins. Co.</i> , 517 S.W.2d 897 (Tex. Civ. App. 1974).	Yes	No* <i>Fortis Benefits v. Cantu</i> , 234 S.W.3d 642, 644 (Tex. 2007) *Tex. Civ. Prac. & Rem. Code Ann. § 140.005 reduces a payor's lien to an amount that is equal or lessor of (1) one-half of the gross recovery or (2) the total cost of the benefit paid.	Yes Tex. Civ. Prac. & Rem. Code Ann. §§ 140.005, 140.007.

STATE	STATUTE OF LIMITATIONS	SUBROGATION OF MEDICAL BENEFITS	SUBROGATION OF DISABILITY BENEFITS	MADE WHOLE DOCTRINE	COMMON FUND DOCTRINE
UTAH	<p>4 Years U.C.A. § 78B-2-307(3)</p> <p><u>Wrongful Death:</u> 2 Years</p> <p><u>Medical Malpractice:</u> 2 Years U.C.A. § 78B-2-304(2) U.C.A. § 78(B)-3-404</p>	<p>Yes U.C.A. § 31A-21-108; <i>Wilson v. Educators Mut. Ins. Ass'n</i>, 2017 UT 69, 416 P.3d 355.</p>	<p>Yes U.C.A. § 31A-21-108; <i>Educators Mut. Ins. Ass'n v. Allied Prop. &amp; Cas. Ins. Co.</i>, 890 P.2d 1029, 1031 (Utah 1995).</p>	<p>Yes* <i>*Wilson v. Educators Mut. Ins. Ass'n</i>, 2017 UT 69, ¶ 19, 416 P.3d 355, 359 (“They may provide in an insurance policy that the insured need not be made whole before the insurer may sue for subrogation.”)</p>	<p>No. <i>Bryner v. Cardon Outreach, LLC</i>, 2018 UT 52, ¶ 22, 428 P.3d 1096, 1103; <i>Kramer v. State Ret. Bd.</i>, 2008 UT App. 351, 195 P.3d 925, n.10 (Utah 2008) (“even if the doctrine did apply (which it does not)”).</p>
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>Utica Nat. Ins. Co. v. Cyr</i>, 2007 VT 134A, ¶ 8, 183 Vt. 564, 565, 945 A.2d 361, 363 (2008).</p>	<p>Yes</p>	<p>No</p>	<p>Yes <i>Guil v. Allstate Ins. Co.</i>, 170 Vt. 464, 469, 756 A.2d 777, 781 (2000).</p>
VIRGINIA	<p>2 Years Va. St. § 8.01-243(A)</p>	<p>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.</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); <i>Geraldine Simmons Collins v. BlueCross &amp; BlueShield of Va.</i>, 193 S.E.2d 782, 784-785 (Va. 1973).</p>	<p>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).</p>

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WASHINGTON	<u>Intentional Acts:</u> 2 Years R.C.W.A. § 4.16.100 <u>Negligence Claims:</u> 3 Years R.C.W.A. § 4.16.080 <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.	Yes <i>Daniels v. State Farm Mut. Auto. Ins. Co.</i> , 193 Wash.2d 563, 576, 444 P.3d 582 (2019) (explaining “[w]hether in the context of a reimbursement request, offset, or direct subrogation action, a fault-free insured must be made whole for their entire loss before an insurer may offset or recover its own payments”).	Yes	Yes <i>Thiringer v. Am. Motors Ins. Co.</i> , 91 Wash. 2d 215, 588 P.2d 191 (1978); <i>Grp. Health Coop. v. Coon</i> , 193 Wash.2d 841, 856, 447 P.3d 139, 146 (2019).	Yes <i>Hamm v. State Farm Mut. Auto. Ins. Co.</i> , 88 P.3d 395 (Wash. 2004).
WEST VIRGINIA	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 <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) (made-whole waived by settlement).	Yes <i>Bell v. Federal Kemper Ins. Co.</i> , 693 F.Supp. 446 (S.D. W.Va. 1988).
WISCONSIN	3 Years Wis. Stat. § 893.54	Yes <i>Dufour v. Progressive Classic Ins. Co.</i> , 2016 WI 59, ¶ 49, 370 Wis. 2d 313, 338, 881 N.W.2d 678, 690.	Yes	Yes <i>Rimes v. State Farm Mut. Auto. Ins. Co.</i> , 316 N.W.2d 348 (Wis. 1982).	Yes <i>Wis. Retired Teachers Ass’n, Inc. v. Emp. Trust Fund Board</i> , 558 N.W. 2d 83 (Wis. 1970).

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WYOMING	<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. Wyo. St. §§ 1-3-107(a)(i) and (a)(iv).	Yes <i>Stilson v. Hodges</i> , 934 P.2d 736 (Wyo. 1997).	Yes	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).	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.

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