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MED PAY/PIP SUBROGATION IN ALL 50 STATES

From 1971 to 1976, in an effort to hold down the cost of automobile insurance, 16 states enacted no-fault automobile insurance laws which featured two key components: (1) the compulsory purchase of first-party no-fault coverage for medical benefits and loss of income for drivers and passengers (usually referred to as Personal Injury Protection or PIP benefits); and (2) limited third-party tort liability of negligent drivers. Three other states enacted similar no-fault laws during this time period, without limiting tort liability. Instead of "Med Pay" or "PIP", some states use other terms, such as "Basic Reparation Benefits", but the concept is the same.

The no-fault experiment has received mixed reviews over the past 30 years. There have been no states since 1976 who have adopted no-fault and several states have completely repealed their no-fault laws. Advocates of no-fault argue that it reduces litigation costs and payment for non-economic (pain and suffering, etc.) damages, and provides faster payment for losses. Opponents argue that no-fault unfairly benefits negligent drivers and point to statistics which show that rather than decreasing insurance premiums, it increases premiums.

While PIP benefits are usually associated with "no-fault" automobile insurance, Med Pay benefits usually are not. Although subrogation of these two types of auto insurance benefits has become big business, there is still significant misunderstanding and confusion as to these two types of benefits, and when and under what circumstances they can be subrogated.

> *Medical Payments (Med Pay*) coverage under an automobile insurance policy pays for the medical expenses of an insured and his/her passengers after an accident. Automobile insurance laws vary from state to state, but this coverage generally includes accidents which occur while an insured is driving someone else's vehicle with permission, or injuries to the insured or his/her family members while they are pedestrians. Med Pay will pay no matter who caused the accident, although if someone else is at fault, the automobile insurance company may have a right of subrogation, as set forth in the chart below.
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> *Personal Injury Protection (PIP)* coverage pays benefits for medical expenses and lost wages incurred by the insured and his/her passengers injured in an accident, including funeral costs. PIP is required in Arkansas, Delaware, Florida, Hawaii, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Dakota, Oregon, Pennsylvania, and Utah. It may or may not be subrogatable, as set forth in the chart below. It should also be remembered that some states may offer Med Pay but not PIP, or vice-versa.

No-fault automobile insurance laws involve the automobile carrier providing first-party medical and/or wage loss benefits, without regard to the fault of the insured, in exchange for the insured giving up some degree of freedom to sue the tortfeasor for pain and suffering and other non-economic damages. No state has *"absolute"* no-fault, where the driver completely relinquishes the right to bring a lawsuit against the tortfeasor for non-economic damages in exchange for first-party economic loss benefits (PIP, Med Pay, or similar benefits). Michigan is the closest. It provides unlimited no-fault coverage and

makes it very difficult to sue for non-economic damages. Some states use terms other than "Med Pay" and "PIP", such as "Basic Reparation Benefits", but the concept is the same.

Today, state automobile insurance laws fall into four categories: (1) *traditional* tort liability system; (2) *add-on* states where the carrier pays no-fault PIP or Med Pay first-party benefits to insured, who retains the right to sue the third-party; (3) *modified* no-fault states where the carrier pays no-fault first-party benefits but the insured's right to sue the third-party is restricted; and (4) *choice* states where insureds are offered a choice between traditional tort system and a no-fault system.

Currently, eleven (11) states have *"modified"* no-fault automobile insurance laws, where first-party economic benefits are provided regardless of fault, and the right to sue for non-economic damages is allowed only after satisfying a statutorily-defined (monetary, verbal or combination of the two) threshold. Florida, Michigan, New Jersey, New York and Pennsylvania have *verbal* thresholds – one which defines in plain language the precise injury or a level of "serious injury" which must be met in order to sue. Hawaii, Kansas, Kentucky, Massachusetts, Minnesota, North Dakota and Utah have *monetary* thresholds, where a specific dollar amount of medical expenses must be reached before being able to sue.

Three (3) states – New Jersey, Pennsylvania and Kentucky have *"choice"* no-fault. Under choice no-fault systems, drivers have the choice of being covered under either a pure no-fault policy, where you cannot sue third-parties for non-economic damages and are immune from such suits yourself; or a modified no-fault policy, where you can sue other drivers who have also chosen to retain their tort rights, and they can sue you. If a no-fault driver is in an accident with a modified no-fault driver, they are both unable to sue the other party.

Nine (9) states have automobile insurance systems which offer *add-on* no-fault benefits. They are Arkansas, Delaware, Maryland, Oregon, South Carolina, South Dakota, Texas, Virginia, and Washington. These states offer PIP or similar benefits in varied amounts and under varied conditions, but do not restrict third-party lawsuits.

The rest of the states operate under a *traditional* tort liability system where there are no limitations on the right to sue negligent third-parties.

In no-fault states, there is little reason for an insured to purchase both Med Pay and PIP coverage, because PIP provides coverage equal to and beyond Med Pay (although PIP often has a deductible and Med Pay does not). Some states provide one but not the other. The recent trend has steered away from no-fault systems. The most recent state to convert from a no-fault system back to a traditional tort system is Colorado, which did so on July 1, 2003. For information on insurance limits, proof of insurance and required/optional coverage available in each state, please click **HERE**. In a majority of states, statutes mandating PIP and uninsured motorist (UM) coverage typically specify that the "named insured" and "any insured named in the policy" has the right to reject such coverage.

The following chart provides an overview of subrogation rights for PIP and/or Med Pay-type benefits paid under the automobile insurance laws of all 50 states. For information regarding the symbols found within the chart, please refer to the Chart Legend, which, for your convenience, has been placed both before and after the chart. The chart is an amalgamation of law and commentary from a variety of sources and does not represent an exhaustive treatment of the subject. It should be used as a general guideline only and any specific file or fact situations should be addressed and acted on only after consultation with a lawyer within the confines of the attorney-client relationship and when your attorney has all of the facts and documents on which to base his or her opinion.

Please note that this chart addresses not only the right of subrogation, but also whether and to what extent the Made Whole Doctrine affects the insurer's right of subrogation and/or reimbursement. This chart also makes general reference to each state's current law regarding whether it applies the Made Whole Doctrine and whether the Doctrine can be contracted away with the appropriate policy language. Whether or not the insured's attorney, if there is one, is entitled to reduce your subrogation interest based on his attorney's fees and costs (Common Fund Doctrine) is a separate issue which must be addressed on a case-by-case basis and is subject to the laws of the state at issue and insurance policy language.

CHART LEGEND

SYMBOL	SYMBOL REPRESENTS
+	No-Fault State
o	PIP or Similar First-Party Benefit (Med Pay) "Add-On" State
Y	Yes, There Are Some Subrogation or Reimbursement Rights Available
N	No, There Are No Subrogation or Reimbursement Rights Available
Y*	Yes, There Are Additional Details or Limitations – Look at The Column to Its Right
N*	No, There Are Additional Details or Limitations – Look at The Column to Its Right
–	Indicates Either the Insurers in That State Do Not Routinely Offer Such Coverage or The Coverage Is Unavailable
?	Law Is Unsettled as To Whether the Benefit Can Be Subrogated, Or That an Argument Can Be Made Either Way

MED PAY/PIP SUBROGATION IN ALL 50 STATES

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Alabama	Y	–	MED PAY: Contractual right of subrogation is enforceable. *Wolfe v. Alfa Mut. Ins. Co.,* 880 So.2d 1163 (Ala. App. 2003). PIP: Coverage not applicable. MADE WHOLE: Can be overridden with Plan language. *Ex parte State Farm Fire & Cas. Co. v. Hannig,* 764 So.2d 543 (Ala. 2000).	2 Year SOL runs from date of insured's accident. Ala. Stat. § 6-2-38 (1975). *Home Ins. Co. v. Stuart-McCorkle,* 285 So.2d 468 (Ala. 1973).
Alaska	Y	–	MED PAY: Insurer has right of reimbursement. *Maynard v. State Farm,* 902 P.2d 1328 (Alaska 1995). PIP: Coverage not applicable. MADE WHOLE: Possible application to equitable subrogation only. *McCarter v. Alaska National Ins. Co.,* 83 P.2d 525 (Alaska 1984).	2 Year SOL runs from date of insured's accident. Alaska Stat. § 09.10.070 (2000). *Providence Wash. Ins. V. DeHavilland Aircraft,* 699 P.2d 355 (Alaska 1985).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Arizona	N*	N*	MED PAY and PIP: No direct subrogation right. Assignment of personal injury cause of action is prohibited. *Allstate Ins. Co. v. Druke,* 576 P.2d 489 (Ariz. 1978). MADE WHOLE: Not applicable. However, § 20-259.01(J) requires insurer to compromise its Med Pay lien "in a fair and equitable manner". *Carrier can perfect lien against any third-party recovery for Med Pay benefits in excess of $5,000 by recording lien within 60 days after payment with the office of the county recorder where the accident occurred. A.R.S. § 20-259.01(J). Copies of lien with relevant info must be sent to insured and third parties.	2 Year personal injury SOL runs from date of accident. A.R.S. § 12-542. 2 Year UM subrogation SOL runs from date of first payment. A.R.S. § 12-555(D).
Arkansas ○	Y	Y	MED PAY and PIP: A.C.A. § 23-89-207. Insurer has a lien, right of reimbursement and credit out of third-party recovery. *Daves v. Hartford Acc. & Indem. Co.,* 788 S.W.2d 733 (Ark. 1990). "Medical/Hospital Benefits", "Income Disability Benefits" and "Accidental Death Benefits" are paid under A.C.A. § 23-89-202. A.C.A. § 23-89-207 also provides a right of subrogation subject to the Made Whole Doctrine. *Ryder v. State Farm Mut. Auto. Ins. Co.*, 268 S.W.3d 298 (Ark. 2007). The general rule in Arkansas is that an insurer is not entitled to subrogation unless the insured has been made whole for his loss. There are only two ways to determine whether an insured has been made whole: (1) by a declaration in agreement between the insurer and insured that the latter had been made whole; (2) by a judicial determination. *Riley v. State Farm Mut. Auto. Ins. Co.,* 381 S.W.3d 840 (Ark. 2011). MADE WHOLE: Made whole applies to Med Pay/PIP subrogation. *Ryder v. State Farm,* 268 S.W.2d 298 (Ark. 2007). Uses "*Franklin* formula". Reimbursement is amount of third-party recovery plus insurance proceeds exceeding insured's loss and collection costs. *South Central Ark. Elec. Coop. v. Buck,* 117 S.W.3d 591 (Ark. 2003). Cannot be overridden by Plan language. *Franklin v. Healthsource of Ark.,* 942 S.W.2d 837 (Ark. 1997). ○ "Add-On" PIP State. No significant limitation on third-party lawsuits.	3 Year personal injury SOL runs from date of insured's accident. A.C.A. § 16-56-105 (1987).
California	N*	–	MED PAY: *Insurer entitled to reimbursement rights only, based on policy provisions authorizing same, provided that the insured has been made whole with regard to non-covered damages (not including attorneys' fees). *21st Century Ins. Co. v. Superior Court (Quintana),* 213 P.3d 972 (Cal. 2009). No direct subrogation allowed because assignment of personal injury actions is not allowed. No intervention allowed in Med Pay subrogation cases. *Id.* PIP: Coverage not applicable. MADE WHOLE: Can be overridden with Plan language. *Samura v. Kaiser Found. Health Plan,* 17 Cal.App.4th 1284 (Cal. App. 1993).	2 Year personal injury SOL runs from date of insured's accident. Cal. Civ. Proc. Code § 335.1 (2002). 3 Year UM subrogation SOL runs from the date that payment was made. Cal. Ins. Code § 11580.2(g).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Colorado	N?	–	MED PAY: Med Pay Subrogation is prohibited by statute in Colorado. C.R.S. § 10–4–635(3)(a) precludes an insurer from bringing either damages or subrogation claims seeking to recover benefits paid under an insured's Med Pay coverage. Although C.R.S. § 10–4–635(3)(a) does not use the word "subrogation" it is, on its face, an anti-subrogation provision. The statute expressly prohibits an insurer from bringing "a direct cause of action against an alleged tortfeasor for benefits paid under Med Pay coverage." While the statute is not well written and arguments can probably be made to support med pay subrogation, the clear intent of the statute is to prevent / eliminate med pay subrogation in most instances. C.R.S. § 10-4-635(3)(a) PIP: Coverage not applicable. MADE WHOLE: To date only applied in UM situations. *Kral v. American Hardware Mut. Ins. Co.,* 784 P.2d 759 (Colo. 1989). Applies only when legislatively-mandated coverage would be reduced by subrogation rights such as UM, PIP and/or no-fault. *Marquez v. Prudential Prop. Cas. Ins. Co.,* 620 P.2d 29, 32 (Colo. 1980). Adopted no-fault in 1974 but repealed on July 1, 2003. C.R.S. § 10-4-713(1) (repealed) prohibited carriers paying no-fault benefits from subrogating unless it involved a "non-private passenger motor vehicle" as defined in § 10-4-713(2)(a).	2 Year personal Injury SOL (non-auto). C.R.S. § 13-80-102. 3 Year SOL for auto accident cases brought under Motor Veh. Financial Responsibility Act, Art. 7 of Title 42, C.R.S. § 13-80-101.
Connecticut	N?	–	MED PAY: Unclear. *Nuzzo v. Nationwide,* 1997 WL 790651 (Conn. Super. 1999) prohibits mere equitable subrogation in light of Anti-Subrogation Rule of C.G.S.A. § 52-225c. However, the Collateral Source Rule (C.G.S.A. § 52-225c) prohibits subrogation of collateral source unless "a right of subrogation exists." *Clemens v. Graham,* 2003 WL 22961336 (Conn. Super. 2003) (unreported trial court decision). Argument can be made for Med Pay subrogation where the policy contains subrogation language because § 38a-334-7(3) allows auto policy to contain subrogation clause for medical payment benefits and § 52-225c prevents a reduction for Med Pay benefits if a right of subrogation exists. This is especially true if the policy is issued in another state that allows for subrogation of benefits similar to Connecticut's Med Pay benefits. However, It is possible that Connecticut will ultimately hold that unless the "right of subrogation" exists under a separate body of law (*e.g.,* ERISA, workers' compensation, etc.), Med Pay benefits are considered a "collateral source" under § 52-225c and no subrogation will be allowed. In one case, the court held that a subrogation provision in a health insurance policy was *not* sufficient to avoid the prohibition against recovery of collateral sources in § 52-225c. *Pajor v. Town of Wallingford,* 704 A.2d 247 (Conn. App. 1997). PIP: Coverage not applicable since 1993. MADE WHOLE: Can be overridden with Plan language. *The Automobile Ins. Co. of Hartford v. Conlon,* 216 A.2d 828 (Conn. 1966). Adopted no-fault in 1973 but repealed it in 1993.	2 Year SOL runs from date of insured's accident. C.G.S.A. § 52-584; *Alfred Chiulli & Sons v. Hanover Ins. Co.,* 2007 WL 4239788 (Conn. Super. 2007).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Delaware ○	–	Y	MED PAY: Coverage not applicable. PIP: Statutory right of subrogation (arbitration) for reimbursement under 21 Del. C. § 2118(g) exists only against third-party's liability carrier - not tortfeasor individually. Subrogation rights only against third-party policy limits remaining after insured settles with third-party. Carrier can't join insured's third-party lawsuit. Third-party carrier can settle with PIP carrier before the insured but must reimburse insured if third-party claim and subrogation recovery exceed third-party policy limits. *Harper v. State Farm Mut. Auto. Ins. Co.*, 703 A.2d 136 (Del. Super. 1997). Subrogation may proceed directly against a self-insured or uninsured tortfeasor. *Waters v. United States*, 787 A.2d 71, 72 (Del. 2001). State Farm v. Dann, 794 A.2d 42 (Super. Del. 2002). While subrogation against an uninsured person may proceed in court, subrogation against a self-insured entity is subject to mandatory arbitration. *Compare Gov't Emps. Ins. Co. @ 1156317 v. Creamer*, 2013 WL 7861541 (Del. Com. Pl. 2013) (uninsured) *with City of Wilmington v. Nationwide Ins. Co.*, 154 A.3d 1124, 1125 (Del. 2017) (self-insured). MADE WHOLE: No case law. *See* PIP Statute above. ○ "Add-On" PIP State. No significant limitation on third-party lawsuits but insured can't recover no-fault benefits from tortfeasor. Uninsured driver without no-fault insurance can sue tortfeasor in tort. *Redding v. Ortega,* 840 A.2d 1224 (Del. 2003).	3 Year (Contract SOL applies to subrogation). 10 Del. C. § 8106. SOL begins to run on date(s) of final PIP payments (not first PIP payment) made to or for its insured. *Nationwide Gen. Ins. Co. V. Hertz Corp.,* 2006 WL 2673057 (Del. Super. 2006).
District of Columbia	N	Y	MED PAY: Med Pay coverage is rare and usually unnecessary because PIP coverage must be offered. PIP: D.C. Code Ann. § 31-2411(d). One vehicle must be other than a "passenger motor vehicle". Reimbursement may be had by agreement or by inter-company arbitration agreement between the two insurers. PIP carrier can also enforce contractual reimbursement clauses in the policy. *Hubb v. State Farm Mut. Auto. Ins. Co.*, 85 A.3d 836 (D.C. 2014). MADE WHOLE: Can be overridden with Plan language. *District 1-Pacific Coast Distributors v. Travelers,* 782 A.2d 269 (D.C. 2001). Adopted no-fault in 1983 but repealed it in 1986.	3 Years after most recent PIP payment. D.C. Code Ann. § 31-2411(a)(2).

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Florida +	Y	N*	**MED PAY: There is some dispute regarding the subrogation of Med Pay in Florida. *Allstate v. Rudnick,* 761 So.2d 289 (Fla. 2000) declared Med Pay benefits are collateral source under F.S.A. § 768.76 (2000), but not whether Med Pay benefits were a type of "collateral source" which was subrogable under § 768.76(3). *Rodriguez v. Travelers Ins. Co.*, 367 So.2d 687 (Fla. 3d DCA 1979), *approved*, 387 So.2d 341 (Fla. 1980) appears to support Med Pay subrogation and so does *Despointes v. Florida Power Corp.*, 2 So.3d. 360 (Fla. App. 2008).** **PIP: Subrogation generally prohibited by § 627.736(3). PIP benefits are set off from any verdict or recovery under § 627.736(3). Three Exceptions: Subrogation allowed if:** **(1) either vehicle involved is "commercial motor vehicle" not required to carry PIP: Carrier paying PIP benefits on a private passenger motor vehicle has a right of reimbursement against the owner or the insurer of a commercial motor vehicle, if the benefits paid result from such person having been either (1) an occupant of the commercial motor vehicle, or (2) having been struck by the commercial motor vehicle while not an occupant of any self-propelled vehicle. F.S.A. § 627.7405.** **(2) the tortfeasor is uninsured: subrogation is arguably allowed against an uninsured tortfeasor. F.S.A. § 627.733(4). That subsection says, "(4) *An owner of a motor vehicle with respect to which security is required by this section who fails to have such security in effect at the time of an accident shall have no immunity from tort liability but shall be personally liable for the payment of benefits under s. 627.736. With respect to such benefits, such an owner shall have all of the rights and obligations of an insurer under ss. 627.730-627.7405*." While there is no case law specifically addressing subrogation and this subsection, the argument would be that because the uninsured motorist is personally liable, it takes away the public policy rational for the rule against subrogating PIP payments—i.e., PIP benefits are paid by all Florida insurers and they therefore share in the benefits of them not being subrogated.** **(3) if all of the parties are not Florida residents: *Giancola v. Thrifty Rent-A-Car Systems, Inc.*, 569 So.2d 849 (Fla. App. 1990).** **MADE WHOLE: Can be overridden with Plan language. *Florida Farm Bur., Inc. v. Martin,* 377 So.2d 827 (Fla. App. 1979).** **+ No-Fault State. Verbal threshold. Minimum of $10,000 in PIP coverage required. Suit against another insured vehicle allowed only if reaches "tort threshold" of (1) significant and permanent loss of bodily function, (2) permanent injury, (3) scarring or disfigurement, or (4) death. Even if plaintiff doesn't reach tort threshold, can still recover 20% of past med expenses and 40% of lost income not payable under no-fault. Tortfeasor liable for med expenses and lost wages that exceed PIP limits.**	**2 Years*** F.S.A. § 95.11(4)(a) *For causes of action accruing after March 24, 2023 (HB 837) **4 Years**** F.S.A. § 95.11(3)(a),(o) **For causes of action accruing before March 24, 2023 (before HB 837) Wrongful Death: 2 Years F.S.A. § 95.11(4)(e) Med Malpractice: 2 Years F.S.A. § 95.11(4)(c)

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Georgia	N	N	**MED PAY: No direct subrogation against third-party. O.C.G.A. § 33-24-56.1(e). Reimbursement from insured is allowed if insured is made whole and carrier contributes pro-rata to attorney's fees. O.C.G.A. § 33-24-56.1(b). Insured must give ten (10) days notice of settlement or trial and Med Pay carrier must provide itemized payments. O.C.G.A. § 33-24-56.1(g).** **PIP: Georgia repealed its no-fault scheme in 1991, but it still distinguishes between Med Pay and PIP coverage. PIP subrogation was once allowed if one of the vehicles involved weighed more than 6,500 pounds. Section 33-34-3(d)(1) used to provide that a PIP carrier was not be subrogated to the rights of the insured "except in those motor vehicle accidents involving two or more vehicles, at least one of which is a motor vehicle weighing more than 6,500 pounds unloaded, but it was amended to remove this exception. PIP reimbursement is now governed under the same rules and limitations as Med Pay subrogation.** **An action to recover amounts paid out on a personal injury claim must be brought in the name of the insured, who is the real party in interest. O.C.G.A. § 44-12-24; *State Farm Mut. Auto. Ins. Co. v. Cox*, 515 S.E.2d 832 (Ga. 1999).** **MADE WHOLE: Can be overridden with Plan language. *Duncan v. Integon Gen. Ins. Co.,* 482 S.E.2d 325 (Ga. 1997).**	**2 Year personal injury SOL runs from date of insured's accident. O.C.G.A. § 9-3-33 (1982).**

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Hawaii +	Y*	N?	MED PAY: Medical payments coverage beyond PIP is optional. PIP: PIP subrogation in limbo. Haw. Rev. Stat. § 431:10C-307 (1999) allows a PIP insurer to be "reimbursed" (not subrogated) 50% of the amount of no-fault benefits it pays that are duplicated in a 3P recovery, up to the maximum limit defined in § 431:10C-103. The burden of proving duplication is on the PIP carrier. However, this statute conflicts with the "Covered Loss Deductible" Statute (§ 431:10C-301.5) which provides that any bodily injury recovery is "reduced by $5,000 or the amount of PIP benefits incurred, whichever is greater, up to the maximum limit." This conflict has not been resolved under Hawaii law. The "maximum limit" referred to in the conflicting statutes is defined in § 431:10C-103 as "$10,000 per person." Arguably, 50% of PIP benefits paid in excess of $10K must be reimbursed, although such reimbursement is rarely done in Hawaii. Others argue that § 431:10C-307 limits reimbursement to 50% of the maximum amount, or $5K. Third-party suits of less than $5K are not allowed. If medicals are between $5K and $10K, PIP benefits are subtracted from the verdict amount. You cannot subrogate against optional additional coverages such as UM/UIM. *Sol v. Hawaii Ins. Co.*, 875 P.2d 921 (Haw. 1994). *State Farm v. Gepaya*, 978 P.2d 753 (Haw. 1999). However, the Minn. Ct. Appeals has interpreted Hawaiian law and declared that the plain language of § 431:10C–307 does *not* abrogate a no-fault insurer's subrogation rights against a tortfeasor or a tortfeasor's insurer at common law. *American Family Mut. Ins. Co. v. American Automobile Ass'n d/b/a Auto Club Ins. Ass'n,* 2013 WL 656493 (Minn. 2013) (applying Hawaii law). An argument is also made that the tort liability of a tortfeasor is not limited by Hawaii's no-fault system if the tortfeasor is operating a vehicle while under the influence. Section 431:10C-306(e)(2)(D) provides that it does not limit the civil liability, including special and general damages, of any person who operates a motor vehicle in violation of § 291E-61 (Operating a vehicle under the influence of an intoxicant). MADE WHOLE: Applied only to UM cases to date. Subrogation rights determined by contract, not equity. *State Farm Fire & Cas. v. Pacific Rent-All,* 978 P.2d 753 (Haw. 1999). + No-Fault State. Monetary and verbal thresholds. Enacted in 1974.	2 Years from date of last PIP payment. Haw. Rev. Stat. § 431:10C-315(b)(3).
Idaho	Y	–	MED PAY: Idaho Code § 41-2505; *Rinehart v. Farm Bur. Mut. Ins. Co. of Idaho,* 524 P.2d 1343 (Idaho 1974). PIP: Coverage not applicable. MADE WHOLE: No reported state court cases applying Doctrine.	2 Year personal injury SOL runs from date of insured's accident. Idaho Code § 5-219 (1998).
Illinois	Y	–	MED PAY: Claim for reimbursement and/or subrogation allowed if provided for in the policy language. *Bernardi v. Home & Auto. Ins. Co.*, 212 N.E.2d 499 (Ill. App. 1965); *Damhesel v. Hardware Dealers Mut. Fire Ins. Co.*, 209 N.E. 876 (Ill. App. 1965). PIP: Not generally sold in Illinois. No special statute limiting suit or providing credit if PIP is present. MADE WHOLE: Previously the Made Whole Doctrine was not applicable and Plan language could override. *Eddy v. Sybert,* 783 N.E.2d 106 (Ill. App. 2003). Effective 11/1/13, the Health Care Services Act requires a lien reduction for: (1) the insured's comparative fault, or (2) the uncollectability of the full value of claim due to limited liability insurance. 770 I.L.S.C. § 23/50. The HCSLA also codifies the Common Fund Doctrine.	2 Year personal injury SOL runs from date of insured's accident. 735 I.L.C.S. § 5/13-202.

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Indiana	Y	–	MED PAY: An insurer may not sue independently to enforce a personal injury claim arising out of subrogation prior to resolution of its insured's claims absent an agreement with its insured granting explicit and unequivocal authority to initiate a lawsuit or settlement that governs the forum for resolution of both the insured's and insurer's claims. *Erie Ins. Co. v. George,* 658 N.E.2d 950 (Ind. App. 1996), *op. vacated,* 681 N.E.2d 983 (Ind. 1997); see I.C. § 34-53-1-1 (Subrogation Rights and Lien) and § 34-53-1-2 (Common Fund Costs and Fees); and I.C. § 34-4-41-1 with regard to sharing attorney's fees and costs. PIP: Coverage not applicable. MADE WHOLE: Can be overridden with Plan language. *George,* supra.	2 Year personal injury SOL runs from date of insured's accident. I.C. § 34-11-2-4 (1998).
Iowa	Y	Y	MED PAY: *Ludwig v. Farm Bureau Mut. Ins. Co.,* 393 N.W.2d 143 (Iowa 1986). However, absent the consent of insured/subrogor, a subrogated party that has paid only a portion of the entire loss has no right to a direct subrogation claim against the tortfeasor in competition with the insured who is actively pursuing the entire claim. *Krapfl v. Farm Bureau Mut. Ins. Co.,* 548 N.W.2d 877 (Iowa 1996) (carrier owes common fund attorneys' fees); *Aspelmeier, Fisch, Power, Warner & Engberg v. Allied Group Ins. Co.*, 556 N.W.2d 805 (Iowa 1996). PIP: Insurers are not prohibited by law from providing PIP benefits. MADE WHOLE: Can be overridden with Plan language. *Ludwig,* supra.	2 Year personal injury SOL runs from date of insured's accident. I.C.A. § 614.1 (1999).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Kansas +	N	Y	**MED PAY:** Where Med Pay coverage not identified as PIP benefits in the policy, no subrogation of Med Pay benefits is allowed in Kansas. § 40-3113a(b); Kan. Admin. Regs. § 40-1-20. **PIP:** Carrier can subrogate for PIP benefits which replace "economic damages" without limitation and can subrogate for PIP benefits which replace "non-economic damages" once the $2K no-fault threshold is met. K.S.A. § 40-3113a(b); *Noon v. Smith*, 829 P.2d 922 (Kan. App. 1992). If PIP benefits are paid as a substitute for lost wages or medical bills, subrogation recovery can be had regardless of the amount of the claim and without the no-fault threshold as an encumbrance. Section 40-3117 sets forth the threshold for an injured insured to recover damages for "pain, suffering, mental anguish, inconvenience, and other non-pecuniary loss." These thresholds do not apply to lawsuits for medical bills or lost wages – only non-pecuniary damages. Kansas courts have confirmed that the failure to meet the no-fault threshold of $2,000 does not apply to or affect the tort recovery of economic damages. PIP carrier can sue third-party directly after 18 months. K.S.A. § 40-3113a(c). Subro recovery reduced by injured party's percentage of negligence. K.S.A. § 40-3113a(c); *State Farm v. Kroeker,* 676 P.2d 66 (Kan. 1984). Subro recovery limited to those damages which are duplicative of PIP benefits paid. If the injured insured settles his *total claim* with tortfeasor, including elements of damage represented by the PIP benefits, the recovery is duplicative, since it includes the PIP benefits. Since the PIP carrier has a lien under the statute, it's subrogated to and may recover the full amount of its PIP benefits paid out of any recovery made by the insured, subject only to the two statutory exceptions specifically provided for by subsections (d) (e) of 40-3113a: (1) a reduction for attorney fees under subsection (e) and (2) a reduction under subsection (d) for the comparative negligence of the insured where the insured's recovery is reduced by his own negligence. *Russell v. Mackey,* 592 P.2d 902 (Kan. 1992). **MADE WHOLE:** Can be overridden with Plan language. *Unified School Dist. No. 259 v. Sloan,* 871 P.2d 861, 865 (Kan. 1994). + No-Fault State. Monetary threshold. Enacted in 1974. Pain and suffering recoverable only if (1) medical expenses exceed $2,000; (2) permanent injury; (3) fracture of weight-bearing bone; or (4) disfigurement. K.S.A. § 40-3117 (1988).	2 Year SOL runs from date of insured's accident. *Farmers Ins. Co., Inc. v. Farm Bureau Mut. Ins. Co., Inc.*, 608 P.2d 923 (Kan. 1980).
Kentucky +	Y	Y*	**MED PAY:** Optional coverage. Subrogation allowed. *State Farm Mut. Auto. Ins. Co. v. Roark,* 517 S.W.2d 737 (Ky. 1974). **PIP:** If injury caused by "unsecured person", injured party's "reparation obligor" (subrogated carrier) can subrogate (obtain Basic Reparation Benefits ["BRB"] reimbursement directly from the unsecured person). If injury is caused by a "secured person", the carrier can obtain BRB reimbursement only from secured person's reparation obligor (third-party carrier). *City of Louisville v. State Farm,* 194 S.W.3d 304 (Ky. 2006); K.R.S. § 304.39-070(2)(3). The first one thousand dollars ($1,000.00) paid on a PIP claim is exempt from subrogation. **MADE WHOLE:** Can be overridden with Plan language. *Wine v. Globe Am. Cas. Co.,* 917 S.W.2d 558 (Ky. 1996). + Choice No-Fault State. Monetary and verbal threshold. Enacted in 1975. *Third-Party tort action allowed if medicals exceed $1K or if injury results in permanent disfigurement, permanent injury, permanent loss of bodily function, or death. K.R.S. § 304.39-060(2)(b).	2 Years from date of injury or date of last BRB or ARB ("Added Reparation Benefits") payment made by reparation obligor (subrogated carrier) whichever occurs later. K.R.S. § 304.39-230; *Lawson v. Helton Sanitation,* 34 S.W.3d 52 (Ky. 2000). Only BRB and ARB–toll SOL - not Med Pay benefits.

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Louisiana	Y	–	MED PAY: Subrogation per policy terms. *Theriot v. Bergeron,* 552 So.2d 1 (La. App. 1989); see La. Civ. Code §§ 1825-1827. PIP: Coverage not applicable. MADE WHOLE: Known as "Full Compensation Rule". *Southern Farm Bur. Cas. Ins. Co. v. Sonnier,* 406 So.2d 178 (La. 1981). Burden on insurer.	1 Year Art. § 3492 (On or before 7/1/24) 2 Years Art. § 3493.1 (After 7/1/24)
Maine	Y	–	MED PAY: $2,000 in Med Pay coverage required. 29-M.R.S.A. § 2910-A. Limited subro allowed, less a prorated portion of recovery costs. 24-A M.R.S.A. § 2910-A. Subro clause must be in policy and must have insured's prior written approval. *York Ins. Group of Maine v. Van Hall,* 704 A.2d 366 (Me. 1997). PIP: Coverage not applicable. MADE WHOLE: Applies only when legislatively-mandated coverage is reduced by subrogation rights such as UM, PIP and/or no-fault. *Wescott v. Allstate Ins. Co.,* 397 A.2d 156 (Me. 1979).	6 Year personal injury SOL runs from date of insured's accident. 16 M.R.S.A. § 752 (2001).
Maryland ○	N	N	MED PAY: No subrogation. Md. Code, Ins. § 19-109. Optional first-party coverage. PIP: No right of subrogation. Md. Code, Ins. § 19-507. MADE WHOLE: Can be overridden with Plan language. *Stancil v. Erie Ins. Co.,* 740 A.2d 49-50 (Md. Ct. of Special App. 1999). ○ "Add-On" PIP State. PIP coverage must be offered but can be waived. No significant limitation on third-party suits.	3 Years from the date the cause of action *accrues.* Md. Cts. & Jud. Proc. § 5-101 (1998).
Massachusetts +	N	Y	MED PAY: There is no Med Pay reimbursement provision in Massachusetts' law. PIP: M.G.L.A. Ch. 90, § 34M (2003). PIP carrier can recover PIP payments and any "expenses it incurs on account of such payments, including the net amount of benefits paid, costs of processing claims for any such benefits, and the expenses of enforcing this right." (5th paragraph of § 34M). Subrogation is allowed regardless of whether the insured/victim crosses the tort threshold or files a BI claim. However, the tortfeasor's liability carrier only has to pay up to its policy limits. If policy limits paid, there is no duty to reimburse the PIP carrier. MADE WHOLE: Can be overridden with Plan language. *Morin v. Massachusetts Blue Cross, Inc.,* 311 N.E.2d 914 (Mass. 1974). + No-Fault State. Monetary threshold. Enacted in 1971. M.G.L.A. Ch. 90, §§ 34A (2003), 34M, 34N & 34O. Medicals, lost wages and replacement services no-fault benefits recoverable up to $8,000. M.G.L.A. § 34M (2003). Third-party suit allowed if medicals exceed $2,000 or (1) death; (2) loss of body part; (3) disfigurement; (4) loss of hearing or sight; or (5) fractured bone. M.G.L.A. Ch. 231, § 6D (2003).	3 Year personal injury SOL runs from date of insured's accident. M.G.L.A. 260, § 2A (1999).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Michigan +	N	Y*	**MED PAY: Same as PIP.** **PIP: Subrogation allowed only if (1) for damage to parked vehicle (§ 500.3123(1)(a)) or building or other property (§ 500.3121); (2) third party uninsured (§ 500.3135); (3) can recover from insurer of operator of vehicle uninsured by owner if no policy exclusions; (4) accident occurs out-of-state (§ 500.3116(2)); (5) intentionally-caused harm to persons or property (§ 500.3116(2)); or (6) (for accidents after June 11, 2019) third party is out-of-state vehicle without no-fault coverage in place so long as a statutory threshold injury occurs (death, serious impairment of body function, or permanent serious disfigurement). Section 500.3135(3)(d) says:** ***"Notwithstanding any other provision of law, tort liability arising from the ownership, maintenance, or use within this state of a motor vehicle with respect to which the security required by section 3101(1) was in effect is abolished except as to: (d) Damages for economic loss by a nonresident. However, to recover under this subdivision, the nonresident must have suffered death, serious impairment of body function, or permanent serious disfigurement."*** **MADE WHOLE: Made Whole Doctrine applied. *Washtenaw Mut. Fire Ins. Co. v. Budd*, 175 N.W. 231 (Mich. 1919). It plays no role in reimbursement rights of PIP (no-fault) carriers. *Fraire v. Titan Ins. Co.*, 2009 WL 1871865 (Tenn. Ct. App. 2009) (applying Michigan law).** **+ No-Fault State. Verbal threshold. Enacted in 1973. No-fault benefits cover medical costs, lost wages up to 3 years, and replacement services. No third-party suit allowed unless (1) intentional act; (2) non-economic damages for death, serious impairment or disfigurement; or (3) loss of wages and survivor's loss in excess of daily, monthly and specified time limitations in the No-Fault Act. M.C.L.A. § 500.3135. If threshold is met, can sue for economic damages above and beyond no-fault benefits received and non-economic damages. Limited property damage liability ("mini-tort") allows victim to recover up to $1,000 of vehicle repair costs for accidents before July 2, 2020, and up to $3,000 for accidents on or after July 2, 2020, to the extent the damages are not covered by insurance. MCL 500.3135(3)(e). Primary focus of third-party litigation involves non-economic damages.**	**3 Year personal injury SOL runs from date of insured's accident. M.C.L.A. § 600.5805.** **1 Year after accident to make first-party PIP claim. M.C.L.A. § 500.3145**

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Minnesota +	–	N*	MED PAY: Med Pay subrogation clause is valid and enforceable. *Travelers Indem. Co. v. Vaccari*, 245 N.W.2d 844 (Minn. 1976). PIP: Subrogation against a tortfeasor allowed only if claim isn't based on negligence in maintenance or use of a motor vehicle, such as intentional tort, strict or statutory liability, or negligence other than use or operation of motor vehicle. M.S.A. § 65B.53 (1998); *Banks v. Grant,* 530 N.W.2d 864 (Minn. App. 1994). There are three (3) exceptions: INDEMNITY: If third party is "commercial vehicle" more than 5,500 lbs. curb weight and more than 50% at fault, claim against commercial vehicle's reparation obligor can be brought via *mandatory arbitration*. M.S.A. § 65B.53(1) (1998). Section 65B.53 provides that an insurance carrier which paid Minnesota PIP benefits may pursue recovery against the reparation obligor of a commercial vehicle within six (6) years of the first no-fault payment. The expense of operating commercial vehicles is shifted from the private passenger no-fault insurer to the insurer of the heavy vehicle. The claim of the insured remains intact and is not affected by the indemnity claim. SUBROGATION: PIP carrier has right of "subrogation" (reimbursement) from the insured/claimant in order to prevent a double recovery of the same items of economic loss, but only if the cause of action is for other than negligence in the maintenance or use of a motor vehicle. This is because § 65B.51(1) provides for a set-off of no-fault benefits in the tort action. The insured must recover the same items of economic damages in order to be reimbursed. FOREIGN STATE: Because other states' tort laws do not have the same set-off as Minnesota, subrogation reimbursement may be allowed if the no-fault insurer has paid benefits for an out-of-state accident, and the insured has been fully compensated. Possible contribution from another PIP insurer with a higher priority for payments. MADE WHOLE: Can be overridden with Plan language. *Westerndorf v. Stasson,* 330 N.W.2d 699 (Minn. 1983); *Medica, Inc. v. Atlantic Mutual Ins. Co.,* 566 N.W.2d 74, 77 (Minn. 1997). + No-Fault State. Monetary threshold. Enacted in 1975. Insured can file third-party suit for non-economic damages if threshold met of (1) § 65B.51(1) provides for a set-off of no-fault benefits in the tort action death; (2) permanent injury/disfigurement; (3) disability over 60 days; and (4) over $4,000 in medical expenses. M.S.A. § 65B.51(3)(a)(b) (1998). Economic losses not subject to threshold. Uninsured driver can recover economic losses from insured 3P. *Munoz v. Kihlgren,* 661 N.W.2d 301 (Minn. App. 2003).	6 Year contract SOL (rather than 3 Year SOL for personal injury) applies because No-Fault Act created by statute. It runs from date of payment of the covered expense. *State Farm v. Liberty Mut. Ins. Co.,* 678 N.W.2d 719 (Minn. App. 2004). An indemnity claim must be brought within six years of the date the first no-fault payment is made to the claimant. *Metropolitan Prop. & Cas. Ins. Co. v. Metropolitan Transit Comm'n,* 538 N.W. 2d 692 (Minn. 1995).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Mississippi	Y	–	MED PAY: *Tucker v. Aetna Cas. & Sur. Co.,* 801 F.2d 728 (5th Cir. 1986). Policy may provide for reimbursement. M.C.A. § 63-15-43(5). Med Pay carrier may consider obtaining an assignment from insured before proceeding against third party because a Med Pay carrier may not recover directly from a tortfeasor, under a subrogation clause in its policy, when, (1) insurer did not secure an assignment from its insured for the amounts paid, (2) insured filed suit against tortfeasor, (3) insurer notified the tortfeasor of its claim of subrogation after suit was filed, and (4) the tortfeasor settled with insured after notice of the subrogation claim. *Preferred Risk Mut. Ins. Co. v. Courtney*, 393 So.2d 1328 (Miss. 1981). As a matter of practice, it is not a bad idea to get an assignment of the med pay recovery claim, although it is not technically necessary. While the collateral source rule does not allow the tortfeasor to reduce the amount of their claim by way of med pay or other collateral benefits received, in cases where the tortfeasor has a minimal limits policy, the adverse carrier will usually not agree to pay the med pay claim until the insured's injury claim is resolved. In that event, it can be useful for the Med Pay carrier to file its own lawsuit against the tortfeasor and enter an order staying the case pending the outcome of the insured's injury case. In practice, subrogated Med Pay carriers routinely file lawsuits for med pay and it is rare that defense counsel requires an assignment since subrogation in Mississippi occurs by contract (i.e the insurance policy) or by operation of law once the med pay is paid to the insured. PIP: Coverage not applicable. MADE WHOLE: Doctrine applies. Cannot override with Plan language. *Hare v. State of Miss.,* 733 So.2d 277 (Miss. 1999).	3 Year personal injury SOL runs from date of insured's accident. M.C.A. § 15-1-49 (1990).
Missouri	N	N	MED PAY: No subrogation because personal injury cause of action not assignable. *Forsthove v. Hardware Dealers Mut. Fire Ins. Co.,* 416 S.W.2d 208 (Mo. App. 1966). PIP: Same as Med Pay. MADE WHOLE: Doctrine applies. *Hayde v. Womach,* 707 S.W.2d 839 (Mo. App. 1986).	5 Year personal injury SOL runs from date of insured's accident. Mo. Rev. Stat. § 516.120 (2002).
Montana	Y	Y	MED PAY: In Montana, § 33-23-201 permits "reasonable subrogation clauses" in auto policies. Under Montana public policy, an insured must be made whole before an insurer can pursue subrogation provided under an auto policy's subrogation clause, and nothing in § 33-23-201 permitting "reasonable subrogation clauses" alters that equitable doctrine. However, equitable subrogation is still considered against public policy. *Allstate Ins. Co. v. Reitler,* 628 P.2d 667 (Mont. 1981). Even a right of contractual subrogation is conditioned upon the insured being made whole for all elements of damages, including payment of attorneys' fees, regardless of any Plan language to the contrary. See Mont. Stat. § 516.120(2) (2007). Montana remains one of the toughest states to subrogate in because it has a very strict made whole policy. The burden is on the insurer to prove that the insured has been made whole. *Swanson v. Hartford Ins. Co. of Midwest,* 46 P.3d 584 (Mont. 2002). PIP: Same as Med Pay. MADE WHOLE: Doctrine applies. Cannot be overridden with Plan language. *Swanson*, supra.	3 Year personal injury SOL runs from date of insured's accident. Mont. Stat. § 27-2-204.

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Nebraska	Y	–	MED PAY: Subrogation clause in auto insurance policy is valid and binding. *Milbank Ins. Co. v. Henry,* 441 N.W.2d 143 (Neb. 1989). If insured/claimant receives less than actual economic loss from all third parties, subrogation of Med Pay allowed only in same proportion that Med Pay benefits bear to total economic loss. Any recovery by settlement or judgment less than third-party policy limits is conclusively presumed a complete recovery of actual economic loss. Neb. Rev. Stat. § 44-3,128.01. PIP: Coverage not applicable. MADE WHOLE: Plan language can override. *Ploen v. Union Ins. Co.,* 573 N.W.2d 436 (Neb. 1998).	4 Year personal injury SOL runs from date of insured's accident. Neb. Rev. Stat. § 25-207 (1995).
Nevada	N	–	MED PAY: Med Pay subrogation clauses violate public policy and are void. *Maxwell v. Allstate Ins. Co.,* 728 P.2d 812 (Nev. 1986). PIP: Coverage not applicable. First-party Med Pay coverage available instead. MADE WHOLE: Doctrine applies. *Canfora v. Coast Hotels & Casinos, Inc.,* 121 P.3d 599 (Nev. 2005). No-fault repealed in 1980. Nevada is a quasi-"add-on" state with limited benefits.	2 Year personal injury SOL runs from date of insured's accident. N.R.S. § 11.190.
New Hampshire	N	–	MED PAY: Subrogation prohibited by statute. N.H. Rev. Stat. Ann. § 264:17. PIP: Coverage not applicable. First-party Med Pay coverage available instead. MADE WHOLE: Doctrine applies. *Dimick v. Lewis,* 497 A.2d 1221 (N.H. 1985). New Hampshire is a quasi-"add-on" state with limited Med Pay benefits. No limitations on third-party lawsuits.	3 Year personal injury SOL runs from date of insured's accident. N.H. Rev. Stat. Ann. § 508:4 (1997).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
New Jersey +	N	N*	**MED PAY:** Med Pay subro rights in NJ remain unclear. NJ policies do not provide typical Med Pay benefits. However, "Extended Medical Benefits Payments" (EMBP) coverage is required per N.J.A.C. 11:3-7.3(b). Not available where basic PIP benefits apply. Section 39:6A-4 makes no mention of EMBPs. It speaks only about "medical expense benefits." EMBPs were part of NJ personal auto policies when no-fault laws were enacted. The Dept. of Ins. in *Circular Letter New Jersey Automobile* 9, dated 2/23/93, explaining its position on PIP coverage, took the position that EMBP "will be subrogable." No existing NJ cases mention this letter. Additionally, the *Circular* predates the passage of NJ's Collateral Source Rule, § 2A:15-97 *and Perreira v. Rediger*, 169 N.J. 399 (2001), which limit subro for bodily injury claims to those subro rights provided in a statute. There is no case law stating whether NJ's PIP recovery statute, §39:6A-9.1 includes a right to recover Med Pay. However, *Warnig v. Atlantic County Special Servs*., 833 A.2d 1098 (N.Y. App. 2003) stated Med Pay can be subrogated from a worker's comp carrier under § 39:6A-6, which similarly to § 39:6A-9.1 allows for recovery from a worker's comp carrier of *"benefits pursuant to §§ 4 and 10 of P.L. 1972, c. 70 (C. 39:6A-4 and 39:6A-10), medical expense benefits pursuant to § 4 of P.L. 1998, c. 21 (C. 39:6A-3.1) or benefits pursuant to § 45 of P.L. 2003, c. 89 (C. 39:6A-3.3) it has paid...." Warnig* held this recovery statute did not refer to Med Pay so Med Pay was not recoverable. Similarly, *Ingresoll v. Aetna Cas. and Sur. Co*., 649 A.2d 1269 (N.J. 1994) found that the anti-stacking provision of § 39:6A-4.2 does not apply to Med Pay, since they're not PIP benefits. Based on these decisions, it is unlikely that Med Pay is recoverable under § 39:6A-9.1. Put another way, if Med Pay is not PIP for purposes of §§ 39:6A-4.2 or 39:6A-6, it is probably not PIP for purposes of § 39:6A-9.1. Thus, subro recovery of Med Pay is probably prohibited and insurance regulations permitting subro and lien clauses for Med Pay are probably invalid and in violation of § 2A:15-97. **PIP:** No direct subro rights against tortfeasor exist where PIP benefits are paid. *Latimer v. Boucher,* 458 A.2d 528 (N.J. Super. 1983). See N.J.S.A. § 39:6A-12 (no-fault benefit payment evidence exclusionary rule). *May be able to subrogate against commercial vehicle or livery vehicle (many rules and exceptions). PIP benefits are recoverable within 2 years from (1) tortfeasors not required to carry PIP or (2) tortfeasors required to carry PIP but failed to do so. N.J.S.A. § 39:6A-9.1. This includes all non-motor vehicle defendants (dram shop, product liability). *State Farm v. Licensed Beverage Ins. Exch.,* 679 A.2d 620 (N.J. 1996). (Costs of processing PIP benefits also recoverable). Example: commercial and public vehicles and some out-of-state vehicles. *Id*. This creates a "new direct right of action" in the insurer that is "primary and not linked to any purported subrogation rights." *Hanover Ins. Co. v. Borough of Atlantic Highlands*, 709 A.2d 236 (N.J. Super. 1998). There is no right of subrogation or reimbursement against a public entity. N.J.S.A. § 59:9-2(e). **MADE WHOLE:** Can be overridden with Plan language. *Providence Washington Ins. Co. v. Hogges,* 171 A.2d 120,124 (N.J. 1961). **+ Choice No-Fault State.** No-fault verbal threshold optional. No-fault introduced in 1973 with monetary threshold, which was changed to verbal threshold in 1988. In 1998, the law allowed consumers to choose between "standard auto policy" and "basic auto policy". Standard policy requires choice of tort options: (1) verbal threshold (can recover non-economic damages only when death, dismemberment, disfigurement or permanent injury); or (2) traditional tort option (unrestricted recovery of non-economic damages). N.J.S.A. § 39:6A-43. Default is verbal.	Formal demand for arbitration must be filed within 2 Years of filing PIP claim in order to satisfy statute governing recovery of PIP benefits from tortfeasor. N.J.S.A. § 39:6A-9.1; *New Jersey Auto. Full Ins. Underwriting Assoc. v. Liberty Mut. Ins. Co.,* 636 A.2d 550 (N.J. Super. 1994).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
New Mexico	Y	–	MED PAY: Carrier entitled to subrogation and reimbursement rights against insured. *Jimenez v. Foundation Reserve Ins. Co.,* 757 P.2d 792 (N.M. 1988). PIP: Coverage not applicable. MADE WHOLE: Doctrine of Equitable Apportionment applies. Subrogation interest reduced proportional to reduction of insured's total claim. *Amica Mut. Ins. Co. v. Maloney*, 903 P.2d 834 (N.M. 1995).	3 Year personal injury SOL for subrogation against tortfeasor runs from date of insured's accident. N.M.S.A. § 37-1-8. 6 Year SOL for reimbursement from insured. *Health Plus of New Mexico, Inc. v. Harrell,* 958 P.2d 1239 (N.M. App. 1998).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
New York +	–	Y*	MED PAY: Med Pay benefits are usually in the form of PIP, APIP, or OBEL benefits. Where Med Pay is paid, however, subrogation is prohibited in settlements under § 5-335 and in verdicts under § 4545. Under §4545, damages for which the bodily injury claimant was insured may not be included in a verdict, but might still be possible, but the insurer would have to file suit separately to preserve this claim (which could be extinguished if the injured party settles). PIP: PIP: Subrogation for basic first-party PIP benefits is generally prohibited under N.Y. Ins. Law § 5104(a) when both parties involved are "covered persons" (i.e., each vehicle is insured under a no-fault policy). In such cases, the PIP carrier has no lien or right of reimbursement against the at-fault party or their insurer. Exceptions – Loss Transfer (N.Y. Ins. Law § 5105): A PIP insurer may pursue reimbursement through inter-company arbitration if: (1) One of the vehicles involved weighs more than 6,500 pounds, or (2) One of the vehicles is used for the transportation of persons or property for hire (e.g., a taxi, Uber, or livery vehicle). This "Loss Transfer" right is not subrogation per se, but a statutory reimbursement mechanism between insurers. There is no requirement that the other vehicle or its driver be at fault in the accident to trigger a loss transfer claim. PRIORITY OF PAYMENT AND JOINT COVERAGE DISPUTES: Priority of payment and joint coverage disputes are subject to mandatory inter-company arbitration. Priority of payment disputes arise when multiple insurers potentially provide PIP coverage for the same claimant, and the question is which insurer pays first. Joint coverage disputes occur when insurers disagree over shared responsibility for paying PIP benefits, and both are potentially liable. MADE WHOLE: Doctrine applies. *Winkelmann v. Excelsior Ins. Co.,* 640 N.Y.S.2d 994 (N.Y. 1995). *Carrier can subrogate against a non-covered person and has a lien. N.Y. Ins. § 5104(b). Carrier also has common law subrogation rights for APIP benefits (additional PIP benefits in excess of basic PIP benefits) but does not have lien where APIP benefits not included in insured's third-party lawsuit. This recovery claim does not qualify for inter-company arbitration. *Federal Ins. Co. v. Hansen,* 162 A.D.2d 224 (N.Y.A.D. 1990). Under N.Y. Veh. & Traf. Law § 341, a third-party lawsuit can be brought if a "serious injury" is sustained and monetary damages and/or non-economic damages exceed the no-fault PIP benefits. OBEL payments are treated as no-fault benefits. + No-Fault State. Verbal threshold. Enacted in 1974. No-fault law provides for payment of "basic economic losses" up to $50,000. N.Y. Ins. § 5104 allows for third-party suit for such basic economic losses or non-economic losses only if there is a "serious injury." See N.Y. Ins. § 5102 (2002) (death, dismemberment, or serious disfigurement).	Loss Transfer Arbitration: 3 Years from each PIP payment. C.P.L.R. § 214(2). Additional PIP (APIP) Subro: 3 Years from accident. *Allstate Ins. Co. v. Stein*, 807 N.E.2d 268 (N.Y. App. 2004). Subrogation Against Non-Covered Person: 3 Years from accident. *Safeco Ins. Co. v. Jamaica Water Supply Co.,* 444 N.Y.S.2d 925 (N.Y. 1981).
North Carolina	N*	–	MED PAY: Med Pay subrogation clauses in auto policies are not allowed. 11 N.C.A.C. § 12.0319. Therefore, contractual subrogation/reimbursement is not allowed. *Equitable subrogation is probably allowed but the law is not entirely clear on this. PIP: Coverage not applicable. MADE WHOLE: Mentioned in one case only. Not applied. *St. Paul Fire & Marine Ins. Co. v. W.P. Rose Supply Co.*, 19 N.C. App. 302 (N.C. 1973).	3 Year personal injury SOL runs from date of insured's accident. N.C.G.S.A. § 1-52(1)-(5).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
North Dakota +	–	N*	MED PAY: Coverage not applicable. PIP: No right of subrogation of "Basic No-Fault Benefits" directly against another insured ("secured") person. Can pursue "unsecured" person, and no release of rights by insured is effective against the subrogation rights of the no-fault carrier against an "unsecure" person without the carrier's consent. N.D.C.C. § 26.1-41-16. There is a distinction between subrogating for *basic no-fault benefits* (no subrogation) and subrogating *optional excess no-fault benefits* (can subrogate if policy provides for it). A policy may provide for the subrogation of "Optional Excess No-Fault Benefits." Section 26.1-41-04 provides: "*The optional excess no-fault benefits of a basic no-fault insurer may provide for subrogation to the injured person's right of recovery against any responsible third party.*" MADE WHOLE: Not applied in North Dakota. *Subrogation against tortfeasor can be pursued only for benefits paid in excess of basic no-fault benefits. *Imperial Cas. & Indem. Co. v. Gen. Cas. Co. of Wis.,* 458 N.W.2d 335 (N.D. 1990). There used to be "right of equitable allocation" of losses among insurers (*i.e.*, loss transfer) by agreement or arbitration, but § 26.1-41-17 was repealed in 2005 and such allocation is no longer available, unless benefits began prior to 8/1/05. See N.D.C.C. § 26.1-41-17 (repealed). + No-Fault State. Monetary threshold. Enacted in 1976. No-fault carrier pays first $10,000 of medical expenses but has opportunity to coordinate benefits with a workers' compensation carrier, if applicable. If the no-fault carrier pays benefits above and beyond the $10,000 threshold, the no-fault carrier has the opportunity to coordinate benefits with other health carriers and can look to the workers' compensation carrier for primary coverage, if such a carrier is involved. N.D.C.C. § 26.1-41-13(3); N.D.C.C. § 26.1-44-13(1); *Kroh v. American Family Ins. Co.*, 487 N.W.2d 306 (N.D. 1992). Insured cannot sue tortfeasor for non-economic damages unless there is "serious injury". N.D.C.C. § 26.1-41-08.	6 Year personal injury SOL runs from date of insured's accident. N.D.C.C. § 28-01-16.
Ohio	Y	Y	MED PAY: Carrier entitled to subrogation and/or reimbursement, depending on policy language. *Craven v. Nationwide Mut. Ins. Co.,* 1998 WL 158980 (Ohio App. 1998); *State Auto. Mut. Ins. Co. v. Manges*, 1993 WL 319627 (Ohio App. 1993) (unreported case). PIP: Coverage can be offered by insurers. MADE WHOLE: Can be overridden by policy terms. *Northern Buckeye Educ. Counsel Group Health Benefits Plan v. Lawson,* 814 N.E.2d 1210, 1215 (Ohio 2004). As of 9/29/15, Ohio's lien reduction statute provides that if the insured recovers less than the full value of the tort action as a result of comparative fault, diminishment due to a party's liability, or by reason of the collectability of the full value of the claim for injury, death, or loss to person resulting from limited liability insurance, or any other cause, the subrogation claim can be reduced in the same proportion as the injured party's interest is diminished. If a dispute arises regarding the allocation of a third-party settlement recovery in which there is a subrogation interest, either party can file a declaratory judgment action to resolve the issue. Ohio Rev. Code Ann. § 2323.44.	2 Year personal injury SOL runs from date of insured's accident. Ohio Rev. Code Ann. § 2305.10(A) (2000).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Oklahoma	N*	–	MED PAY: Subrogation clause in policy violates common-law rule on non-assignability of cause of action in tort and is void as between insurer and tortfeasor. Okla. Stat. Ann. Tit. 36, § 6092. *Exception exists for benefits paid to anyone other than named insured or insured's family members ("relative"). PIP: Coverage not applicable. MADE WHOLE: Can be overridden by policy terms. *Williams & Miller Gin Co. v. Baker Cotton Oil Co.,* 235 P.2d 185 (Okla. 1925).	2 Year personal injury SOL runs from date of insured's accident. Okla. Stat. Ann. Tit. 12, § 95 (2001).
Oregon ○	–	Y	MED PAY: Coverage not applicable. PIP: Subrogation/reimbursement available under § 742.534 (inter-insurer reimbursement through binding arbitration), § 742.536 (injured party must give notice to insurer of claim or legal action, and insurer can give notice of election to seek reimbursement within 30 days, and this constitutes a lien), or § 742.538 (if inter-insurer reimbursement not available and no lien election made by insurer, the insured must hold any recovery in trust and insurer will be reimbursed, less share of costs and attorneys' fees). (Eff. 1/1/08). See § 742.520(6) and *Gaucin v. Farmers Ins. Co.*, 146 P.3d 370 (Or. App. 2006). MADE WHOLE: Senate Bill 421 signed on 6/20/19 introduces a hybrid version of the Made Whole Doctrine to PIP subrogation under either § 742.536 (PIP Lien) or § 742.538 (direct PIP subrogation). The implications of our ability to pursue Inter-Company Arbitration directly via § 742.534 remains unclear, but will make what has been a smooth PIP reimbursement process significantly more difficult. Amended § 742.544 allows PIP reimbursement only when the insured is (1) fully compensated for his injuries, and (2) the reimbursement is paid from the "total amount of the recovery" in excess of the amount necessary to fully compensate the insured. The phrase "total amount of the recovery" includes: (1) UIM benefits; (2) Liability insurance payments; (3) PIP and/or health insurance benefits received; and (4) any other payment by or on behalf of the tortfeasor. Amendment creates rebuttable presumptions that (1) the amount of any judgment is the amount necessary to make the insured whole; (2) the insured is made whole if the settlement is for less than the liability limits; and (3) the insured is not made whole if the insured recovers the amount of liability limits, UIM limits, or PIP limits. The tortfeasor/liability carrier may not include the PIP carrier's name on a settlement check. Any reimbursement or subrogation clause which provides any rights other than those set forth in § 742.544 is void and unenforceable. ○ "Add-On" PIP State. $15,000 limits of PIP coverage required.	2 Year personal injury SOL runs from date of insured's accident. O.R.S. § 12.110(1).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Pennsylvania +	Y?	Y?	MED PAY: Coverage not required but subrogation rights similar to PIP subrogation below. PIP: PIP subrogation historically prohibited in any action arising out of use or maintenance of motor vehicle. 75 P.S. § 1720. However, an unreported Superior Court decision affirms that § 1720 does not prevent PIP subrogation where insured is made whole and subrogation does not interfere with the insured's claim. *State Farm Mutual Auto. Ins. Co. v. Soxman*, J-A13040, No. 2659 EDA 2010 (Pa. Super. 2011) (*unreported decision*). Section 1720 only bars subrogation or reimbursement "from a claimant's tort recovery." However, the decision mistakenly maintained that § 1722 still prohibited subrogation – even when there wasn't going to be a double recovery. That obstacle is avoided by a direct action against a tortfeasor's liability carrier. MADE WHOLE: Doctrine passively applies. *Lexington Ins. Co. v. Q-E Mfg. Co., Inc.*, 2006 WL 2136244 (M.D. Pa. 2007). + Choice No-fault State. Verbal threshold. Enacted in 1976. Repealed strict no-fault in 1984 but maintained compulsory PIP coverage. In 1990, Pennsylvania allowed consumers to choose tort limitations in exchange for premium discount on liability insurance. Insured can choose "limited tort option" which has lower premiums but limits recovery to economic damages (unless "serious injury"). Other choice is "full tort option", which allows third-party suit for economic and non-economic damages.	2 Year personal injury SOL runs from date of insured's accident. 42 P.S. § 5524 (1987 and Supp. 2000).
Rhode Island	Y	–	MED PAY: Subrogation allowed subject to pro-rata sharing of recovery costs. *Jennings v. Nationwide Ins. Co.*, 669 A.2d 534 (R.I. 1996). PIP: Coverage not applicable. MADE WHOLE: Applies when legislatively-mandated coverage is reduced by subrogation rights such as UM, PIP and/or no-fault. *Lombardi v. Merchant Mut. Ins. Co.*, 429 A.2d 1290 (R.I. 1981).	3 Year personal injury SOL runs from date of insured's accident. R.I.G.L. § 9-1-14(b) (1997).
South Carolina ○	N	N	MED PAY: S.C. Code § 38-77-144. PIP and Med Pay coverage may not be subrogated. PIP: Same as Med Pay. No PIP coverage mandated in South Carolina. *Wilson v. Tenn. Farms' Mut. Ins. Co.*, 411 S.W.2d 699 (Tenn. 1966). MADE WHOLE: Not applied in South Carolina. ○ "Add-On" PIP State. PIP or similar first-party benefits are "added on" with no limitation on third-party lawsuits. First-party basic no-fault-type benefits are recoverable by injured party unless they have rejected tort limitations. Insured must choose whether bound by verbal threshold.	3 Year personal injury SOL runs from date of insured's accident. S.C. Code Ann. § 15-3-530 (2001).
South Dakota ○	Y	Y	MED PAY and PIP: Insurer entitled to both contractual and equitable subrogation rights. *Schuldt v. State Farm Mut. Auto. Ins. Co.*, 238 N.W.2d 270 (S.D. 1975). MADE WHOLE: Made whole can be overridden by policy terms. *Julson v. Federated Mut. Ins. Co.*, 562 N.W.2d 117, 121 (S.D. 1997). ○ "Add-On" PIP State.	3 Year personal injury SOL runs from date of insured's accident. S.D.C.L. § 15-2-14(3) (1984).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Tennessee	Y	–	MED PAY: Subrogation allowed only if so provided for in policy. Subrogation is simplest when the policy provides for complete assignment of the insured's claim against third-party tortfeasor. When the policy doesn't provide for subrogation of the insured's entire claim against tortfeasor, the insurer has a right to reimbursement from any recovery the insured obtained in suit instituted by insured against tortfeasor and any subrogation agreement isn't void as an unlawful assignment of a personal injury cause of action. *Wilson v. Tenn. Farms' Mut. Ins. Co.,* 411 S.W.2d 699 (Tenn. 1966). PIP: Coverage not applicable. MADE WHOLE: Doctrine applies. Cannot be overridden with policy language. *York v. Sevier County Ambulance Auth.,* 8 S.W.3d 616 (Tenn. 1999).	1 Year personal injury SOL runs from date of insured's accident. T.C.A. § 28-3-104 (2000).
Texas ○	Y	N*	MED PAY: Subrogation right based on contract and governed by equity. *State Farm v. Waibel,* 2001 WL 252071 (Tex. Civ. App. – Austin, 2001). PIP: No subrogation/reimbursement rights. Tex. Ins. Code Ann. § 1952.155(b) (Eff. 4/1/07). *However, Tex. Ins. Code Ann. § 1952.155(c) provides that a PIP carrier may subrogate against an uninsured motorist. MADE WHOLE: Policy terms override Made Whole Doctrine. *Fortis Benefits v. Cantu,* 234 S.W.2d 642 (Tex. 2007). ○ "Add-On" PIP State.	2 Year personal injury SOL runs from date of insured's accident. Tex. Civ. Prac. & Rem. Code Ann. § 16.003 (2000).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Utah +	Y	N*	MED PAY: Med Pay coverage can be offered in addition to the PIP benefits. Med Pay can be subrogated, even without subrogation language in policy. *Transamerica Ins. Co. v. Barnes*, 505 P.2d 783 (Utah 1972). PIP: *U.C.A. § 31A-22-309(6) (1994) confers "limited, equitable right to seek reimbursement in arbitration" against third-party's carrier only (includes disputes over fault and/or coverage), unless third-party carrier has tendered policy limits. Carrier receiving reimbursement might reimburse funds within 15 days after notice from at-fault carrier if reimbursement funds are needed to settle third-party liability claim. *Regal Ins. Co. v. Canal Ins. Co.,* 93 P.3d 99 (Utah 2004). MADE WHOLE: Can be overridden with policy language. *Hill v. State Farm Mut. Auto Ins. Co.,* 765 P.2d 864, 866 (Utah 1988); *Birch v. Fire Ins. Exch.,* 2005 WL 2298130 (Utah App. 2005). + No-Fault State. Monetary threshold. $3,000 min. PIP limits. No third-party suit against another insured vehicle for non-economic damages allowed unless (1) death; (2) dismemberment; (3) permanent disability or impairment; (4) disfigurement; or (5) medical expenses more than $3,000.	MED PAY: 4 Year personal injury SOL runs from date of insured's accident. U.C.A. § 78-12-25(3) (1996). PIP (No-Fault): An action in mandatory arbitration for no-fault subrogation from the third-party liability carrier is not governed by Utah's traditional tort statute of limitations. Rather, it is governed by § 78B-2-305(4), calling for a three (3) year statute of limitations for "liability created by the statutes of this state." U.C.A. § 78B-2-305(4); *Allstate Ins. Co. v. Ivie*, 606 P.2d 1197, 1202 (Utah 1980).
Vermont	Y	–	MED PAY: Carrier is subrogated to all rights of the named insured against any party, as respects such loss or expenses, up to amount of such payment. 8 Vt. Stat. Ann. § 4203. *Utica Nat'l Ins. Co. v. Cyr,* 945 A.2d 361 (Vt. 2008). PIP: Coverage not applicable. MADE WHOLE: Recognizes subrogation as equitable - doesn't appear to apply the Made Whole Doctrine.	3 Year personal injury SOL runs from date of insured's accident. Vt. Stat. Ann. Tit. 12, § 512(4).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Virginia ○	N	N	MED PAY: Virginia law prohibits inclusion of bodily injury subrogation clauses in automobile insurance policies. Va. St. § 38.2-2209. Therefore, Med Pay cannot be subrogated. PIP: PIP medical benefits may not be subrogated. Va. St. § 38.2-2209. PIP wage loss benefits can be subrogated. MADE WHOLE: Can be overridden with policy language. *Geraldine Simmons Collins v. Blue Cross & Blue Shield of Va.,* 193 S.E.2d 782 (Va. 1973). ○ "Add-On" PIP State. No limitations on tort claims. Note that Va. St. § 38.2-2231 requiring arbitration of claims between insurers deals only with disputed claims made for automobile physical damage between them, not PIP and/or Med Pay subrogation.	2 Year personal injury SOL runs from date of insured's accident. Va. St. § 8.01-243(A) (1987).
Washington ○	Y	Y	MED PAY: Medical Payments (Med Pay) subrogation is allowed in Washington. *Safeco Ins. Co. v. Woodley,* 8 P.3d 304 (Wash. App. 2000). It can arise by operation of law ("legal subrogation") or by contract ("conventional subrogation"). This includes a right of reimbursement under general subrogation principles which can be enforced as a lien against any recovery the insured makes from a third party. Med Pay subrogation, as well as PIP subrogation, is governed largely by the case of *Mahler v. Szucs.* Prior to this case there was a great deal of confusion in this area. *Mahler* established that PIP and Med Pay carriers are able to subrogate, subject to the Made Whole Doctrine and the Common Fund Doctrine. *Mahler v. Szucs,* 957 P.2d 632 (Wash. 1998). PIP: PIP carrier has right to be reimbursed for PIP payments made to fault-free insured where the policy so provides. *Mahler v. Szucs*, 957 P.2d 632 (Wash. 1998). A PIP carrier can also recover from an insured's UIM benefits (usually UIM carrier and insured agree that PIP carrier will only pay common fund fees). *Winters v. State Farm Mut. Auto. Ins. Co.*, 994 P.2d 881 (Wash. App. 2000). This right of reimbursement also extends to UM benefits. *Hamm v. State Farm*, 88 P.3d 395 (Wash. 2004). MADE WHOLE: Can be overridden with policy language. *Thiringer v. American Motorist Co.*, 588P.2d 191 (Wash. 1978) (note that *Thiringer* is a policy limits case). Cannot be overridden with policy language. *Mahler v. Szucs*, 957 P.2d 632 (Wash. 1998). Made whole applies to PIP, Med Pay, and Collision subrogation, when policy requires the insured to be made whole "for the bodily injury, property damage or loss." *Our* right to recover *our* payments applies only after the *insured* has been fully compensated for the *bodily injury, property damage* or *loss*. *Daniels v. State Farm Mut. Auto. Ins. Co.*, 2019 WL 2909308 (Wash. 2019). ○ "Add-On" PIP State. No limitations on tort claims. $10,000 medical coverage/$10,000 income continuation PIP coverage must be offered and can be rejected in writing. R.C.W.A. § 48.22.085.	3 Year personal injury SOL runs from date of insured's accident. R.C.W.A. § 4.16.100.
West Virginia	Y	–	MED PAY: Subrogation allowed if policy provides for it and recovery reduced for pro rata costs of collection. *Federal Kemper Ins. Co. v. Arnold,* 393 S.E.2d 669 (W. Va. 1990). PIP: Coverage not applicable. MADE WHOLE: Can be overridden with policy language. *Kanawha Valley Radiologists, Inc. v. One Valley Bank,* 557 S.E.2d 277 (W. Va. 2001).	2 Year personal injury SOL runs from date of insured's accident. W. Va. Code § 55-2-12 (2000).

STATE	MED PAY	PIP	AUTHORITY/ADDITIONAL INFORMATION	STATUTE OF LIMITATIONS
Wisconsin	Y	–	MED PAY: Auto insurer is subrogated to the rights of the insured, to the extent of Med Pay benefits made by insurer. Wis. Stat. § 632.32(4)(c); *Jones v. Aetna Cas. & Surety Co.,* 567 N.W.2d 904 (Wis. App. 1997). PIP: Coverage not applicable. MADE WHOLE: Doctrine applies. Cannot be overridden with policy language. *Petta v. ABC Co.,* 692 N.W.2d 639 (Wis. 2005). However, it can be argued that statutory subrogation (UM/Med Pay) is not subject to the Made Whole Doctrine. *Waukesha County v. Johnson*, 320 N.W.2d 1 (Wis. App. 1982).	3 Year personal injury SOL runs from date of insured's accident. Wis. Stat. § 893.54 (1997).
Wyoming	Y	–	MED PAY: Subrogation allowed notwithstanding non-assignability of personal injury claims. *Northern Utilities Div. of K.N. Energy, Inc. v. Town of Evansville,* 822 P.2d 829 (Wyo. 1991). PIP: Coverage not applicable. MADE WHOLE: No reported state court cases applying Made Whole Doctrine.	4 Year personal injury SOL runs from date of insured's accident. Wyo. Stat. § 1-3-105(a) (1999).

CHART LEGEND

SYMBOL	SYMBOL REPRESENTS
+	No-Fault State
o	PIP Or Similar First-Party Benefit (Med Pay) "Add-On" State
Y	Yes, There Are Some Subrogation or Reimbursement Rights Available
N	No, There Are No Subrogation or Reimbursement Rights Available
Y*	Yes, There Are Additional Details or Limitations - Look at The Column to Its Right
N*	No, There Are Additional Details or Limitations - Look at The Column to Its Right
–	Indicates Either the Insurers in That State Do Not Routinely Offer Such Coverage or The Coverage Is Unavailable
?	Law Is Unsettled as To Whether the Benefit Can Be Subrogated, Or That an Argument Can Be Made Either Way