



### A. Statute of Limitations

- **Personal Injury:** Two years from the date the injury is sustained, or from when the injury is first discovered. No action shall be brought later than three years from the date the act or omission complained of occurred. Conn. Gen. Stat. § 52-584.
- **Property Damage:** Two years from the date the injury is sustained, or from when the injury is first discovered. No action shall be brought later than three years from the negligent act omission complained of occurred. Conn. Gen. Stat. § 52-584.
- **PIP Subrogation:** Not applicable in Connecticut.
- **Wrongful Death:** Two years from the date of death, but not later than five years from the date of the act or omission complained of occurred. Conn. Gen. Stat. § 52-555.
- **No-Fault:** Not applicable in Connecticut.
- **Action Against Municipality:** Written notice of an alleged injury must be given to a defendant municipality within ninety (90) days of the injury. Action must be brought within two years of the date of injury. Conn. Gen. Stat. § 13a-149.

### B. Comparative Negligence

Connecticut follows the modified comparative fault rule. Under this doctrine, a plaintiff's recovery is reduced by their percentage of comparative fault up to 50%. If a plaintiff is found to be more than 50% at fault for a personal injury, they are barred from recovery. Conn. Gen. Stat. § 52-572h(b).

### C. Joint & Several Liability

Joint and several liability does not apply to negligence matters in Connecticut. If multiple defendants are found to be at fault for a plaintiff's injuries, each defendant is liable to the plaintiff for that defendant's proportionate share of damages. Conn. Gen. Stat. § 52-572h(b).

If it is determined that a judgment as to a particular defendant is deemed uncollectable, that defendant's portion of damages may be reapportioned among the remaining defendants in the amount of their portions of liability. Conn. Gen. Stat. § 52-572h(g).

### D. PIP/Medical Payment Coverage

Connecticut does not require PIP coverage. As a result, there are no statutes that specifically provide for PIP subrogation in Connecticut.

If a plaintiff has optional medical payments coverage (“med-pay”) and some or all of their bills were paid by med-pay, defendants are entitled to a post-trial collateral source reduction of those payments, offset by the amount the plaintiff specifically paid for the med-pay coverage. *Jones v. Riley*, 263 Conn. 93, 818 A.2d 749 (2003). Conn. Gen. Stat. § 52-225a.

#### **E. Medical Damages**

In Connecticut, Plaintiffs are permitted to submit the full amount of their medical bills, regardless of insurance or other payments, to the jury, as part of their claimed economic damages. After a verdict is entered, Defendants are entitled to move for a post-trial collateral source reduction, which is ultimately decided by the trial judge. Plaintiffs may be entitled to an offset of any reduction for the amounts of health insurance premiums paid on behalf of the plaintiff during the time the plaintiff treated. Conn. Gen. Stat. § 52-225a.

In practice, its important to know that a jury will most likely only be aware of the full amount of medical bills charged, and will not know if the bills were paid or written off by insurance. Any post-trial reduction of medical bills will also likely be offset by the amounts both a plaintiff and their employer paid on their behalf.

#### **F. Highway Defect Statute**

Conn. Gen. Stat. §13a-149, commonly known as Connecticut’s highway defect statute, provides that claims arising from injuries or damages to people or property resulting from a defective road or bridge can be asserted against a party responsible for maintaining that road or bridge. Conn. Gen. Stat. §13a-149. The statute extends to sidewalks and is the exclusive remedy for a plaintiff against a municipality in cases involving a highway defect. *Ferreira v. Pringle*, 255 Conn. 330, 354 (2001).

#### **G. Graves Amendment**

Vehicle owners may be vicariously liable for the negligent or reckless acts of vehicle operators, if the operator was an agent, employee, or family member of the vehicle owner. Conn. Gen. Stat. § § 182, 183.

The Graves Amendment, 49 U.S.C. § 30106, preempts state law imposing vicarious liability on the lessor of a motor vehicle for damages caused by the negligent acts of the lessee or an agent. *Rodriguez v. Testa*, 296 Conn. 1, 3-4, 993 A.2d 955 (2010).

The statute provides:

(a) In general. – An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease, if -

(1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and

(2) there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner).

49 U.S.C. § 30106 (a).

The statute additionally provides:

(b) Nothing in this section supersedes the law of any State or political subdivision thereof

(1) imposing financial responsibility or insurance standards on the owner of a motor vehicle for the privilege of registering and operating a motor vehicle; or

(2) imposing liability on business entities engaged in the trade or business of renting or leasing motor vehicles for failure to meet the financial responsibility or liability insurance requirements under State law.

49 U.S.C. § 30106 (b).

In Connecticut, courts have interpreted the language of the statute to mean that in the absence of actual negligence or criminal wrongdoing as to an owner-lessor of a vehicle, the Graves Amendment exempts the owner-lessor from liability. *Rahaman v. Falconer*, Superior Court, judicial district of Stamford-Norwalk at Stamford, Docket No. CV-07-6000713-S (June 2, 2009, *Adams, J.*).