A Q&A guide to the statutes of limitation in Massachusetts for several commercial claims. Answers to questions can be compared across a number of jurisdictions (see Statutes of Limitation: State Q&A Tool (http://us.practicallaw.com/1-204-8071)).

ACCOUNT STATED

1. What is the statute of limitations for an account stated claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is six years (Mass. Gen. Laws ch. 260, § 2 and Abele v. Dietz, 45 N.E.2d 970, 971 (Mass. 1942)).

ACCRUAL DATE
The limitations period starts to run on the date of the statement of account (King v. Davis, 46 N.E. 418, 419 (Mass. 1897) and Chace v. Trafford, 116 Mass. 529, 532 (Mass. 1875)).

ANTITRUST

2. What is the statute of limitations for an antitrust claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is four years under the Massachusetts Antitrust Act (Mass. Gen. Laws ch. 93, § 13).

ACCRUAL DATE
There is no accrual date that directly applies to state antitrust claims under statute and case law. Under federal law, the limitations period starts to run when the plaintiff suffers an injury that is traceable to the defendant's conduct (In re Nexium (Esomeprazole) Antitrust Litig., 968 F.Supp.2d 367, 399 (D. Mass. 2013)).

For more information on the accrual date for antitrust claims, see Pending or Recently Terminated Government Lawsuit.

BREACH OF CONTRACT

3. What is the statute of limitations for a breach of contract claim in your jurisdiction?

LIMITATIONS PERIOD
The statutes of limitation are:
- Four years for contracts for sales of goods governed by the Uniform Commercial Code (UCC) (Mass. Gen. Laws ch. 106, § 2-725(1)).
- 20 years for contracts made under seal (Mass. Gen. Laws ch. 260, § 1).

ACCRUAL DATE
The limitations period starts to run typically at the time the contract is breached (Berkshire Mut. Ins. Co. v. Burbank, 664 N.E.2d 1188, 1189 (Mass. 1996)). Where a cause of action for breach of contract cannot be discovered because it is based on an "inherently unknowable" wrong, the limitations period does not start to run until the injured party knows or should know the facts giving rise to that cause of action (Int’l Mobiles Corp. v. Corroon & Black/Fairfield & Ellis, Inc., 560 N.E.2d 122, 126 (Mass. App. 1990)). Under the UCC, the limitations period starts to run when the breach occurs, regardless of the plaintiff's lack of knowledge of the breach (Mass. Gen. Laws ch. 106, § 2-725(2)).

For more information on the accrual date for breach of contract actions, see Discovery Rule.

BREACH OF FIDUCIARY DUTY

4. What is the statute of limitations for a breach of fiduciary duty claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is three years (Mass. Gen. Laws ch. 260, § 2A and O’Connor v. Redstone, 896 N.E.2d 595, 607 (Mass. 2008)). For actions against an executor, administrator or other legal representative of the estate of a deceased person, the statute of
ACCRUAL DATE

The limitations period starts to run when the plaintiff first becomes aware of facts giving rise to her injury by the defendant (Doe v. Harbor Sch., Inc., 843 N.E.2d 1058, 1061 (Mass. 2006)). Actual knowledge of injury suffered at a fiduciary's hands, not knowledge of the consequences of that injury (that is, a legal claim against the fiduciary) causes the limitations period to start (Doe, 843 N.E.2d at 1067).

For actions against an administrator or other legal representative of the estate of a deceased person, the limitations period starts to run on the date the relevant contract with the defendant was executed or the date of the defendant's action that is the subject of the complaint (Mass. Gen. Laws ch. 260, § 11 and Graveline v. Baybank Valley Tr. Co., 473 N.E.2d 700, 701 (Mass. App. 1985)).

For actions against trustees, guardians and conservators, the limitations period starts to run on the date of the breach (Fox of Boylston St., 641 N.E.2d at 1313).

BREACH OF WARRANTY

5. What is the statute of limitations for a breach of warranty claim in your jurisdiction?

LIMITATIONS PERIOD

The statutes of limitation are:

- Four years for claims based on a contract for the sale of goods governed by the UCC (Mass. Gen. Laws ch. 106, § 2-725(1) and Bay State-Spray & Provincetown S.S., Inc. v. Caterpillar Tractor Co., 533 N.E.2d 1350, 1353-55 (Mass. 1989)).
- Three years for tort-based claims against a manufacturer, seller, lessor or supplier of goods for personal injury under the UCC (Mass. Gen. Laws ch. 106, § 2-318 and Bay State-Spray, 533 N.E.2d at 1354-55).

ACCRUAL DATE

The limitations period starts to run:

- When tender of delivery is made, for claims based on a contract for the sale of goods governed by the UCC (Mass. Gen. Laws ch. 106, § 2-725(2)).
- The date of injury or damage, for tort-based claims under the UCC (Mass. Gen. Laws ch. 106, § 2-318).

For more information, see Warranty.

CONSUMER PROTECTION STATUTES

6. What is the statute of limitations for a consumer protection claim in your jurisdiction?

LIMITATIONS PERIOD

The statute of limitations is four years for any consumer protection action (Mass. Gen. Laws ch. 260, § 5A and Lambert v. Fleet Nat. Bank, 895 N.E.2d 1091, 1097 (Mass. 2007)).

ACCRUAL DATE

The limitations period starts to run:

- For consumer protection actions arising solely under Chapter 93A of the Massachusetts General Laws (the Massachusetts Consumer Protection Act), when the plaintiff knew or should have known of the alleged injury (Lambert, 895 N.E.2d at 1097).
- For those Chapter 93A actions arising from a separate underlying cause of action, the accrual dates are established by the same principles that govern the determination of the accrual of the underlying causes of action (Hanson Hous. Auth. v. Dryvit Sys., Inc., 560 N.E.2d 1290, 1295 (Mass. App. Ct. 1990)).

CONVERSION

7. What is the statute of limitations for a conversion claim in your jurisdiction?

LIMITATIONS PERIOD

The statute of limitations is three years (Mass. Gen. Laws ch. 260, § 2A and Patsos v. First Albany Corp., 741 N.E.2d 841, 846 n.6 (Mass. 2001)).

EMLOYMENT MATTERS

8. What is the statute of limitations for employment matters in your jurisdiction?

LIMITATIONS PERIOD

The statutes of limitation are:

- Two years under the Massachusetts whistleblower statute (Mass. Gen. Laws ch. 149, § 150B, §§ 5 and 9).
- Four years for workers’ compensation claims, provided that notice is given to the insurer or insured as soon as practicable (Mass. Gen. Laws ch. 152, § 41).
- Three years for claims arising under the Massachusetts Wage Act (Mass. Gen. Laws ch. 149, § 150).

ACCRUAL DATE

The limitations period starts to run:

- For claims under the Massachusetts whistleblower statute, on the date of retaliation (Mass. Gen. Laws ch. 149, § 150).
- For employment discrimination claims, on the date of the discriminatory action (Mass. Gen. Laws ch. 151B, § 5).
- For workers’ compensation claims, on the date the employee first became aware of the causal relationship between the employee’s disability and the employee’s employment (Mass. Gen. Laws ch. 152, § 41).
- For claims under the Massachusetts Wage Act, on the date of the wage violation (Mass. Gen. Laws ch. 149, § 150 and Crocker v. Townsend Oil Co., 979 N.E.2d 1077, 1082-84 (Mass. 2012)).
ENFORCEMENT OF JUDGMENTS

9. What is the statute of limitations for enforcing a judgment in your jurisdiction?

LIMITATIONS PERIOD

ACCRUAL DATE
The limitations period starts to run when the judgment is rendered (Mass. Gen. Laws ch. 260, § 20 and Cavadi, 941 N.E.2d at 26 n.5).

FRAUD

10. What is the statute of limitations for a fraud claim in your jurisdiction?

LIMITATIONS PERIOD

ACCRUAL DATE
The limitations period starts to run when the plaintiff learns, or reasonably should have learned, of the misrepresentation (McEneaney, 650 N.E.2d at 97).

FRAUDULENT CONCEALMENT

11. What is the statute of limitations for a fraudulent concealment claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations for fraudulent concealment as a cause of action is three years (Mass. Gen. Laws ch. 260, § 2A; McEneaney, 650 N.E.2d at 96 and Okoli, 963 N.E.2d at 743).

ACCRUAL DATE
The limitations period starts to run when the plaintiff learns, or reasonably should have learned, of the actionable non-disclosure (McEneaney, 650 N.E.2d at 97).

For more information on tolling the statutes of limitation, see Question 24: Fraudulent Concealment of a Cause of Action.

INSURANCE BAD FAITH

12. What is the statute of limitations for an insurance bad faith claim in your jurisdiction?

LIMITATIONS PERIOD

ACCRUAL DATE
The limitations period starts to run at the time injury results from the claimed unfair or deceptive practice for Chapter 93A claims (John Beaudette, Inc. v. Sentry Ins. A Mut. Co., 94 F. Supp. 2d 77, 110 (D. Mass. 1999)). For Chapter 176D claims, the limitations period begins to run when the plaintiff knew or should have known of the Chapter 176D violation (Schwartz, 740 N.E.2d at 1044-45).

NEGLIGENCE

13. What is the statute of limitations for a negligence claim in your jurisdiction?

LIMITATIONS PERIOD

ACCRUAL DATE
The limitations period starts to run when some harm has occurred even though the full extent and nature of that harm has not been and cannot be established immediately (Mass. Hous. Opportunities Corp., 983 N.E.2d at 737).

For more information, see Discovery Rule.

PRODUCTS LIABILITY

14. What is the statute of limitations for a products liability claim in your jurisdiction?

LIMITATIONS PERIOD
The statutes of limitation are:

ACCRUAL DATE
The limitations period starts to run when the plaintiff knows or reasonably should know that it has been harmed by the defendant’s conduct, for both negligence and breach of warranty claims (Hanson, 560 N.E.2d at 1294; see also, Evans v. Lorillard Tobacco Co., 990 N.E.2d 97, 1028 (Mass. 2013); Bowen v. Eli Lilly & Co., Inc., 557 N.E.2d 739, 742, 743 (Mass. 1990) and Doucette v. Handy & Harmon, 625 N.E.2d 571, 572 (Mass. App. Ct. 1994)).

SHAREHOLDER DERIVATIVE SUITS

15. What is the statute of limitations for a shareholder derivative suit in your jurisdiction?

LIMITATIONS PERIOD
The relevant statute of limitations depends on the alleged wrongs to the company (Kerley v. Kerley, 521 N.E.2d 1041, 1043 (Mass. App. Ct. 1988)).
ACCURAL DATE
The limitations period starts to run on the date of injury or when the plaintiff reasonably should have discovered the injury (Stark, 736 N.E.2d at 441-42 and Prescott, 769 F.Supp. at 408).

For more information, see Discovery Rule.

TRADEMARK INFRINGEMENT

19. What is the statute of limitations for a trademark infringement claim in your jurisdiction?

LIMITATIONS PERIOD
There is no specific statute of limitations period referenced in Chapter 110H of the Massachusetts General Laws, which applies to protection of trademarks. Courts apply either the three-year limitation for torts (Mass. Gen. Laws ch. 260, § 2A) or, if the claim also sounds in unfair competition, the four-year limitation under the Massachusetts Consumer Protection Act (Mass. Gen. Laws ch. 93A, § 11 and ch. 260, § 5A) and (Kusek v. Family Circle, Inc., 894 F. Supp. 522, 530 (D. Mass. 1995)).

ACCURAL DATE
Massachusetts law does not specify the accrual date for trademark infringement claims.

UNFAIR COMPETITION

20. What is the statute of limitations for an unfair competition claim in your jurisdiction?

LIMITATIONS PERIOD
Unfair competition claims ordinarily are brought under the unfair and deceptive trade practices section of the Massachusetts Consumer Protection Act (Mass. Gen. Laws ch. 93A, § 11) and are subject to that act's four-year statute of limitations (Mass. Gen. Laws ch. 260, § 5A). The limitations period for a common law unfair competition claim, which sounds in tort, is three years (Mass. Gen. Laws ch. 260, § 2A).

ACCURAL DATE
The accrual dates of Chapter 93A claims are established by the same principles that govern the determination of the underlying actions (Hanson, 560 N.E.2d at 1295). For common law unfair competition claims, which sound in tort, the cause of action generally will accrue at the time the plaintiff is injured (Joseph A. Fortin Constr., Inc. v. Mass. Hous. Fin. Agency, 466 N.E.2d 514, 516 (Mass. 1984)).

UNJUST ENRICHMENT

21. What is the statute of limitations for an unjust enrichment claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is:

- Three years for claims that sound in tort (Mass. Gen Laws ch. 260, § 2A and Cambridge Literary Props., Ltd. v. W. Goebel Porzellenfabrik G.m.b.H. & Co. Kg., 448 F. Supp. 2d 244, 262-64 (D. Mass. 2006) (applying three-year limitation where plaintiff's unjust enrichment claim was premised on alleged conversion, not breach of contract)).

ACCURAL DATE
The limitations period starts to run on the date of injury or when the plaintiff reasonably should have discovered the injury (Stark, 736 N.E.2d at 441-42 and Prescott, 769 F.Supp. at 408).

For more information, see Discovery Rule.

THIRD-PARTY CONTRIBUTION

16. What is the statute of limitations for a third-party contribution claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is one year (Mass. Gen. Laws ch. 231B, § 3(c) and Med. Prof'l Mut. Ins. Co. v. Breon Labs., Inc., 705 N.E.2d 260, 262-63 (Mass. 1999)).

ACCURAL DATE
The limitations period starts to run on the date the judgment becomes final by lapse of time for appeal or after appellate review (Mass. Gen. Laws ch. 231B, § 3(c) and Med. Prof'l, 705 N.E.2d at 262-63).

TORTIOUS INTERFERENCE WITH CONTRACT RIGHTS

17. What is the statute of limitations for a tortious interference with contract rights claim in your jurisdiction?

LIMITATIONS PERIOD

ACCURAL DATE
The limitations period starts to run at the time of the injury to the plaintiff (Stark, 736 N.E.2d at 441) or, if the wrong is inherently unknowable, when the plaintiff knows or should know that she has been injured (Pagliuca, 626 N.E.2d at 628).

TRADE SECRET MISAPPROPRIATION

18. What is the statute of limitations for a trade secret misappropriation claim in your jurisdiction?

LIMITATIONS PERIOD

ACCRUAL DATE
The limitations period starts to run:

- For tort-based claims:
  - at the time of the plaintiff's injury; or
  - where the factual basis for the cause of action is inherently unknowable at the time of the injury, when the plaintiff knew or in the exercise of reasonable diligence should have known the factual basis for the cause of action.
  (Cambridge, 448 F. Supp. 2d at 263.)

- For contract-based claims:
  - at the time the contract is breached; or
  - where the wrong is inherently unknowable, when a reasonably prudent person would become aware that he has been harmed.
  (Micromuse, 304 F. Supp. 2d at 209-10.)

WRONGFUL DEATH & SURVIVAL

22. What is the statute of limitations for a wrongful death and survival claim in your jurisdiction?

LIMITATIONS PERIOD
The statute of limitations is three years for wrongful death actions (Mass. Gen. Laws ch. 229, § 2). The statute of limitations for a survival action is the time within which the deceased may have brought the action, within two years after bond was given for the discharge of the deceased's trust or within three years from the date when the executor or administrator knew, or in the exercise of reasonable diligence, should have known of the factual basis for a cause of action (Mass. Gen. Laws ch. 260, § 10 and Pobiegló v. Monsanto Co., 521 N.E.2d 728, 732-33 (Mass. 1988)). The statute of limitations for the decedent's cause of action that is running but unexpired as of the decedent's death cannot bar the cause of action prior to four months after the death. If the cause of action would have been time-barred less than four months after the decedent's death, the action will be barred four months after the death unless otherwise tolled. (Mass. Gen. Laws ch. 190B, § 3-109.)

ACCRUAL DATE
The limitations period starts to run:

- For a wrongful death action, on the date of death or when the deceased's executor or administrator knew or, in the exercise of reasonable diligence, should have known the factual basis for a cause of action (Mass. Gen. Laws ch. 229, § 2).

- For a survival action, when the deceased may have brought the action or when the executor or administrator knew, or in the exercise of reasonable diligence, should have known of the factual basis for a cause of action (Mass. Gen. Laws ch. 260, § 10).

OTHER COMMERCIAL CAUSES OF ACTION

23. Please describe any other statutes of limitation for commercial causes of action in your jurisdiction of which practitioners should be aware.

There are no other statutes of limitation for commercial causes of action in Massachusetts.

SPECIAL RULES AND EXCEPTIONS

24. Please list any special rules and exceptions that may toll or otherwise affect any of the statutes of limitation in the previous questions.

Massachusetts has special rules and exceptions that may toll or otherwise affect any of the statutes of limitation described previously. Depending on the cause of action and facts of the case, one or more of the following rules may affect the running of the statute of limitations.

DISCOVERY RULE
Massachusetts has adopted the discovery rule in circumstances "where the plaintiff did not know or could not reasonably have known that he or she may have been harmed by the conduct of another." Under the discovery rule, the statute of limitations does not begin to run until "the plaintiff discovers, or reasonably should have discovered, ‘that [he] has been harmed or may have been harmed by the defendant’s conduct.’" (Koe v. Mercer, 876 N.E.2d 831, 835-36 (Mass. 2007) (quoting Bowen, 557 N.E.2d at 741).) In addition, "[t]he plaintiff need not know the full extent of the injury before the statute starts to run" (Bowen, 557 N.E.2d at 741). A cause of action accrues when the plaintiff discovers or with reasonable diligence should have discovered that:

- He has suffered harm.
- His harm was caused by the conduct of another.
- The defendant is the person who caused the harm.
  (Harrington v. Costello, 467 Mass. 720, 727 (2014).)

The discovery rule has been applied in various contexts, including claims for tort, breach of contract and Chapter 93A violations (Lambert, 865 N.E.2d at 1097; Szymanski v. Boston Mut. Life Ins. Co., 778 N.E.2d 16, 20-21 (Mass. App. Ct. 2002); Bowen, 557 N.E.2d at 741 and Anthony’s Pier Four v. Crandall’s Dry Dock Eng’rs, 489 N.E.2d 172, 176-77 (Mass. 1986)).

FRAUDULENT CONCEALMENT OF A CAUSE OF ACTION
Under Chapter 260, Section 12 of the Massachusetts General Laws, when a defendant fraudulently conceals a cause of action from the knowledge of a plaintiff, the statute of limitations is tolled for the period before the plaintiff’s discovery of the cause of action (Demoulas, 677 N.E.2d at 174). Fraudulent concealment in this context occurs when the defendant either:

- Takes affirmative steps to conceal the existence of the operative facts underlying the cause of action.
- Breached a fiduciary duty of full disclosure.
  (Puritan Med. Ctr., Inc. v. Cashman, 596 N.E.2d 1004, 1010 (Mass. 1992).)

EQUITABLE TOLLING

Equitable tolling is “sparingly” used and is generally limited to specified exceptions (Shafnacker v. Raymond James & Assoc., Inc., 683 N.E.2d 662, 665 (Mass. 1997)). These exceptions include either:

- Excusable ignorance, where the defendant has affirmatively misled the plaintiff.
- Where the plaintiff has actively pursued judicial remedies by filing a defective pleading during the statutory period.

(Shafnacker, 683 N.E.2d at 665 and see also, Svensson v. Putnam Insvs. LLC, 558 F. Supp. 2d 136, 142 (D. Mass. 2008) (noting that equitable tolling may apply to employment discrimination claims where the plaintiff is excusably ignorant or where the defendant or the Massachusetts Commission Against Discrimination has affirmatively misled the plaintiff.).

ADVERSE DOMINATION DOCTRINE

The statute of limitations for shareholder derivative actions is tolled for the period of time during which a plaintiff can show that the culpable directors (or officers) completely and exclusively controlled the corporation (Aiello, 852 N.E.2d at 79-81).

CLASS ACTION TOLLING


Under federal law, tolling of the statute of limitations begins on filing the class action complaint and applies until the class is decertified or the plaintiff drops out (Salikind v. Wang, Civ. A. No. 93-10912–WGY, 1995 WL 170122, at *3 (D. Mass. Mar. 30, 1995) (citing Am. Pipe & Constr. Co., 414 U.S. at 554)). However, there is no tolling when a plaintiff files its own lawsuit during the pendency of a proposed class action (that is, before resolution of the class certification question) (Soroko v. Cadle Co., No. 10–11788–GAO, 2011 WL 4478479, at *2 (D. Mass. Sept. 23, 2011)).

PENDING OR RECENTLY TERMINATED GOVERNMENT LAWSUIT

For actions under the Massachusetts Antitrust Act, any civil or criminal proceeding commenced by the state tolls the four-year statute of limitations. The suspension runs during the pendency of the state’s action and for one year thereafter. The toll is restricted to four years. (Mass. Gen. Laws ch. 93, § 13.)

DEFENDANT’S ABSENCE FROM THE STATE

The applicable statute of limitations will be tolled for the period of time that a defendant resides outside Massachusetts and is beyond the jurisdiction and process of the court (Walsh v. Ogorzalek, 361 N.E.2d 1247, 1250 (Mass. 1977) and see also, Mass. Gen. Laws ch. 260, § 9 and Clark v. Edison, 885 F.Supp.2d 450, 453-54 (D. Mass. 2012)).

MINORS AND INCAPACITATED PERSONS

If a plaintiff is a minor or incapacitated by reason of mental illness, the relevant statute of limitations is tolled until the disability is removed (Mass. Gen. Laws ch. 260, § 7). Despite this provision, any medical malpractice action by a minor must be initiated within three years from the date the cause of action accrues (Mass. Gen. Laws ch. 231, § 60D). However, minors under six years of age have until their ninth birthday to bring such an action but in no event may an action be commenced more than seven years after occurrence of the act or omission that is the alleged cause of the injury, except where the action is based on the leaving of a foreign object in the body (Mass. Gen. Laws ch. 231, § 60D).

WARRANTY

Under the Uniform Commercial Code as adopted by Massachusetts, a cause of action for breach of warranty accrues when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of that performance, the limitations period accrues when the breach is or should have been discovered (Mass. Gen. Laws ch. 106 § 2-725(2) and see New England Power Co. v. Riley Stoker Corp., 477 N.E.2d 1054, 1056-58 (Mass. App. Ct. 1985)).

STATUTES OF REPPOSE

Massachusetts has not adopted a products liability statute of repose. Generally a products liability statute of repose bars a plaintiff from starting a strict products liability action for a certain number of years after the product’s first sale, even if the plaintiff started the action before the statute of limitations expired on the products liability claim.

By contrast, Massachusetts has adopted a six-year statute of repose for tort actions for damages arising out of any deficiency or neglect in the design, planning, construction or general administration of any improvement to real property. The period runs from the earlier of the opening of the improvement to use or substantial completion of the improvement and the taking of possession for occupancy by the owner (Mass. Gen. Laws ch. 260, § 28.)

Malpractice claims against physicians, surgeons, dentists, optometrists, hospitals and sanitoria also may not be commenced more than seven years from the occurrence of the act or omission that allegedly caused the injury, unless the action is based on the leaving of a foreign object in the body (Mass. Gen. Laws ch. 260, § 4).
NEGLIGENCE

The statute of limitations for claims concerning negotiable instruments, such as promissory notes, is six years (Mass. Gen. Laws ch. 106, § 3-118), including those executed under seal in actions accruing since 1998 (Premier Capital, LLC v. KMZ, Inc., 984 N.E.2d 286, 290-92 (Mass. 2013)). For claims involving negotiable instruments executed under seal accruing prior to 1998, however, the 20-year statute of limitations under Chapter 260, Section 1 of the Massachusetts General Laws applies (Premier Capital, 984 N.E.2d at 290-92).

CLAIMS AGAINST ESTATES

The statute of limitations for creditors' claims against estates is one year after the decedent's death (Mass. Gen. Laws ch. 190B, § 3-803(a)-(b)). By that date, either:

- Process must be served (or otherwise accepted).
- Notice stating the name of the estate, name and address of the creditor, amount of the claim and the court in which the action has been brought must have been filed with the relevant Register of Probate (Mass. Gen. Laws ch. 190B, § 3-803(a).)

If a creditor does not bring a claim within the one-year statute of limitations, the creditor may bring a complaint in equity in either the Massachusetts Superior Court or the Supreme Judicial Court for relief from the statute of limitations (Mass. Gen. Laws ch. 190B, § 3-803(e)). The court may grant the creditor judgment for the claimed amount against the decedent's estate, provided that the creditor filed the statutory notice with the relevant register of probate, after finding that:

- Justice and equity require such relief.
- The creditor was not culpably negligent in the failure to bring the claim within the statute of limitations.

(Mass. Gen. Laws ch. 190B, § 3-803(e).)

Any judgment, however, will not affect any payment or distribution from the estate prior to the filing of the complaint (Mass. Gen. Laws ch. 190B, § 3-803(e)).

Actions for personal injury or death against a deceased defendant, if commenced more than one year after the defendant's death, may be brought against the administrator or executor of the estate within three years after the cause of action accrues. However, any judgment recovered may come only from the proceeds of an insurance policy or bond and not from the defendant's estate. (Mass. Gen. Laws ch. 190B, § 3-803(d)(2).)