



Massachusetts Statute of Limitations Checklist

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A Checklist of the statutes of limitations in
Massachusetts for several commercial claims.

ACCOUNT STATED

- **Limitations period.** The statute of limitations is six years (*Mass. Gen. Laws ch. 260, § 2 (2012)* and *Abele v. Dietz, 45 N.E.2d 970, 971 (Mass. 1942)*).
- **Accrual date.** The limitations period accrues 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

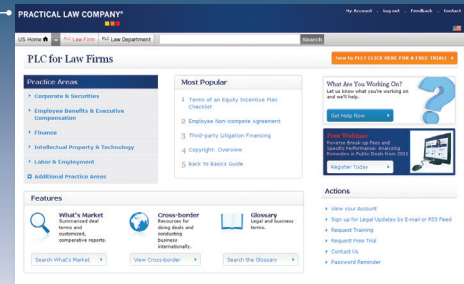
- **Limitations period.** The statute of limitations is four years under the Massachusetts Antitrust Act (*Mass. Gen. Laws ch. 93, § 13 (2012)*).
- **Accrual date.** There is no accrual date that directly applies to state antitrust claims in Massachusetts. The statute and case law are silent. Under federal law, the limitations period accrues when the defendant commits an act that injures a plaintiff's business (*In re Relafen Antitrust Litig., 286 F. Supp. 2d 56, 61 (D. Mass. 2003)*).

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

BREACH OF CONTRACT

- **Limitations period.** The statute of limitations is:
 - six years for express or implied contracts (*Mass. Gen. Laws ch. 260, § 2 (2012)*), including letters of credit (*Century Fire & Marine Ins. Corp. v. Bank of New England-Bristol Cnty., N.A., 540 N.E.2d 1334, 1335 (Mass. 1989)*);
 - four years for contracts for sales of goods governed by the Uniform Commercial Code (UCC) (*Mass. Gen. Laws ch. 106, § 2-725(1) (2012)*);

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- 20 years for contracts made under seal (*Mass. Gen. Laws ch. 260, § 1 (2012)*); and
- three years for contract actions to recover for personal injuries (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Pagliuca v. City of Boston, 626 N.E.2d 625, 628 (Mass. App. Ct. 1994)*).
- **Accrual date.** The general rule is that a breach of contract action accrues 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 accrue 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)*). An action for breach of contract under the UCC accrues when the breach occurs, regardless of the plaintiff's lack of knowledge of the breach (*Mass. Gen. Laws ch. 106, § 2-725(2) (2012)*).

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

BREACH OF FIDUCIARY DUTY

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Doe v. Harbor Sch., Inc., 843 N.E.2d 1058, 1065-66 (Mass. 2006)*). For actions against an executor, administrator or other legal representative of the estate of a deceased person, the statute of limitations is one year (*Mass. Gen. Laws ch. 260, § 11 (2012)*). For actions against trustees, guardians and conservators, the statute of limitations is two years (*Mass. Gen. Laws ch. 260, § 11 (2012)* and *Fox of Boylston St. Ltd. P'ship v. Mayor of Boston, 641 N.E.2d 1311, 1312 (Mass. 1994)*).

- **Accrual date.** The limitations period accrues when the plaintiff first becomes aware of facts giving rise to her injury by the defendant (*Doe, 843 N.E.2d at 1061*). 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 accrue (*Doe, 843 N.E.2d at 1067*).

BREACH OF WARRANTY

- **Limitations period.** The statute of limitations is:
 - 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) (2012)* and *Bay State-Spray & Provincetown S.S., Inc. v. Caterpillar Tractor Co., 533 N.E.2d 1350, 1355 (Mass. 1989)*); and
 - 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 (2012)* and *Bay State-Spray, 533 N.E.2d at 1354-55*).
- **Accrual date.** The limitations period accrues:
 - 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) (2012)*); and
 - on the date of injury or damage, for tort-based claims under the UCC (*Mass. Gen. Laws ch. 106, § 2-318 (2012)*).

For more information, see *Box, Warranty*.

CONSUMER PROTECTION STATUTE

- **Limitations period.** The statute of limitations is four years for any consumer protection action (*Mass. Gen. Laws ch. 260, § 5A (2012)*).
- **Accrual date.** For consumer protection actions arising solely under Chapter 93A of the Massachusetts General Laws (the Massachusetts Consumer Protection Act), the limitations period accrues when the plaintiff knew or should have known of appreciable harm resulting from the defendant's act (*Int'l Mobiles Corp., 560 N.E.2d at 125-26*). For those Chapter 93A actions arising from a separate underlying cause of action, the accrual dates are established by the same principles as 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

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Patsos v. First Albany Corp., 741 N.E.2d 841, 846 n.6 (Mass. 2001)*).
- **Accrual date.** The limitations period accrues on the date the plaintiff suffers the injury or loss (*Nortek, Inc. v. Liberty Mut. Ins. Co., 843 N.E.2d 706, 770-71 (Mass. App. Ct. 2006)*).

EMPLOYMENT MATTERS

- **Limitations period.** The statute of limitations is:
 - two years under the Massachusetts whistleblower statute (*Mass. Gen. Laws ch. 149, § 185(d) (2012)*);
 - 300 days, to file a discrimination claim with the Massachusetts Commission Against Discrimination (MCAD) and, thereafter, three years to file a civil action in Superior Court (*Mass. Gen. Laws ch. 151B, §§ 5 and 9 (2012)*); and
 - 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 (2012)*).
- **Accrual date.** The limitations period accrues on the date:
 - of retaliation, for claims under the Massachusetts whistleblower statute (*Mass. Gen. Laws ch. 149, § 185 (2012)*);
 - of the discriminatory action, for employment discrimination claims (*Mass. Gen. Laws ch. 151B, § 5 (2012)*); and
 - the employee first became aware of the causal relationship between the employee's disability and the employee's employment, for workers' compensation claims (*Mass. Gen. Laws ch. 152, § 41 (2012)*).

For more information, see *Box, Equitable Tolling*.

ENFORCEMENT OF JUDGMENTS

- **Limitations period.** The statute of limitations is 20 years (*Mass. Gen. Laws ch. 260, § 20 (2012)*).
- **Accrual date.** The limitations period accrues when the judgment is rendered (*Mass. Gen. Laws ch. 260, § 20 (2012)*).

FRAUD

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)*, *McEaney v. Chestnut Hill Realty Corp., 650 N.E.2d 93, 96 (Mass. App. Ct. 1995)* and *Okoli v. Okoli, 963 N.E.2d 737, 743 (Mass. App. Ct. 2012)*).
- **Accrual date.** The limitations period accrues when the plaintiff learns, or reasonably should have learned, of the misrepresentation (*McEaney, 650 N.E.2d at 97*).

FRAUDULENT CONCEALMENT

- **Limitations period.** The application of the fraudulent concealment statute (*Mass. Gen. Laws ch. 260, § 12 (2012)*) does not provide a plaintiff with a separate cause of action for fraudulent concealment.
- **Accrual date.** Fraudulent concealment is not a separate cause of action in Massachusetts.

For more information on fraudulent concealment, see *Box, Fraudulent Concealment Rule*.

INSURANCE BAD FAITH

- **Limitations period.** The statute of limitations is four years for actions involving unfair or deceptive business practices brought under Chapter 93A or Chapter 176D of the Massachusetts General Laws (*Mass. Gen. Laws ch. 260, § 5A (2012)* and *Schwartz v. Travelers Indem. Co.*, 740 N.E.2d 1039, 1041 (*Mass. App. Ct. 2001*)).
- **Accrual date.** The limitations period accrues 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 more information on insurance bad faith claims, see *Practice Note, Insurance Bad Faith Law*.

NEGLIGENCE

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Doherty v. Admiral's Flagship Condo. Trust*, 951 N.E.2d 936, 940 (*Mass. App. Ct. 2011*)).
- **Accrual date.** The limitations period accrues when some harm has occurred even though the full extent and nature of that harm has not been and cannot be established immediately (*Doherty*, 951 N.E.2d at 940).

For more information, see *Box, Discovery Rule*.

PRODUCTS LIABILITY

- **Limitations period.** The statute of limitations is:
 - three years for products liability actions based on a negligence theory (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Shea v. Keuffel & Esser of N.J., Inc.*, 668 F. Supp. 41, 45 (*D. Mass. 1986*)); and
 - three years for products liability actions based on a breach of warranty theory (*Mass. Gen. Laws ch. 106, § 2-318 (2012)* and *Shea*, 668 F. Supp. at 45).
- **Accrual date.** The limitations period accrues 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 and see also, *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

- **Limitations period.** The relevant statute of limitations depends on the alleged wrongs to the company (*Kirley v. Kirley*, 521 N.E.2d 1041, 1043 (*Mass. App. Ct. 1988*)). For example, the statute of limitations is three years under Chapter 260, Section 2A of the Massachusetts General Laws, the statute applicable to tort claims, for a shareholder derivative action for breach of fiduciary duty resulting from diversion of corporate

opportunities and self-dealing (*Demoulas v. Demoulas Super Mkts., Inc.*, 677 N.E.2d 159, 172 (*Mass. 1997*)).

- **Accrual date.** The limitations period accrues when either disinterested and independent directors or disinterested shareholders know of the wrongful activity (*Demoulas*, 677 N.E.2d at 173 and see also, *Aiello v. Aiello*, 853 N.E.2d 68, 82 (*Mass. 2006*)).

For more information, see *Box, Adverse Domination Doctrine*.

THIRD-PARTY CONTRIBUTION

- **Limitations period.** The statute of limitations is one year (*Mass. Gen. Laws ch. 231B, § 3(c) (2012)* and *Med. Prof'l Mut. Ins. Co. v. Breon Labs., Inc.*, 705 N.E.2d 260, 262-63 (*Mass. 1999*)).
- **Accrual date.** The limitations period accrues on the date the judgment becomes final by lapse of time for appeal or after appellate review (*Mass. Gen. Laws ch. 231B, § 3(c) (2012)* and *Med. Prof'l*, 705 N.E.2d at 262-63).

TORTIOUS INTERFERENCE WITH CONTRACT RIGHTS

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Pagliuca*, 626 N.E.2d at 628).
- **Accrual date.** The limitations period accrues at the time of the injury to the plaintiff 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 and *Joseph A. Fortin Const., Inc. v. Mass. Hous. Fin. Agency*, 466 N.E.2d 514, 516 (*Mass. 1984*)).

TRADE SECRET MISAPPROPRIATION

- **Limitations period.** The statute of limitations is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Stark v. Advanced Magnetics, Inc.*, 736 N.E.2d 434, 441 (*Mass. App. Ct. 2000*)). Actions for trade secret misappropriation may also be brought under the Massachusetts Consumer Protection Act (*Mass. Gen. Laws ch. 93A, § 11 (2012)*), which provides a statute of limitations of four years (*Mass. Gen. Laws ch. 93A, § 11 and ch. 260, § 5A (2012)* and *Prescott v. Morton Intern., Inc.*, 769 F. Supp. 404, 407 (*D. Mass. 1990*)).
- **Accrual date.** The limitations period accrues 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 *Box, Discovery Rule*.

TRADEMARK INFRINGEMENT

- **Limitations period.** There is no specific statute of limitations period referenced in Chapter 100H 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 (2012)) 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 (2012)*) and (*Kusek v. Family Circle, Inc., 894 F. Supp. 522, 530 (D. Mass. 1995)*).

- **Accrual date.** Massachusetts law does not specify the accrual date for trademark infringement claims.

UNFAIR COMPETITION

- **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 (2012)*) and are subject to that act's four-year statute of limitations (*Mass. Gen. Laws ch. 260, § 5A (2012)*). The limitations period for a common law unfair competition claim, which sounds in tort, is three years (*Mass. Gen. Laws ch. 260, § 2A (2012)*).
- **Accrual 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 (*Fortin Const, 466 N.E.2d at 516*).

UNJUST ENRICHMENT

- **Limitations period.** The statute of limitations is:
 - three years for claims that sound in tort (*Mass. Gen. Laws ch. 260, § 2A (2012)* and *Cambridge Literary Props., Ltd. v. W. Goebel Porzellanfabrik 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)); and
 - six years for contract-based claims (*Mass. Gen. Laws ch. 260, § 2 (2012)* and *Micromuse, Inc. v. Micromuse, PLC,*

SPECIAL RULES AND EXCEPTIONS

Massachusetts has special rules and exceptions that may toll or otherwise affect any of the statutes of limitations 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*

304 F. Supp. 2d 202, 209 (D. Mass. 2004) (applying six-year limitation to plaintiff's unjust enrichment claim based on same underlying facts as claims for breach of contract and breach of implied covenant of good faith and fair dealing)).

- **Accrual date.** The limitations period accrues:
 - 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*); and
 - 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 or she has been harmed (*Micromuse, 304 F. Supp. 2d at 209-10*).

WRONGFUL DEATH AND SURVIVAL

- **Limitations period.** The statute of limitations is three years for wrongful death actions (*Mass. Gen. Laws ch. 229, § 2 (2012)*). The statute of limitations for a survival action is the time within which the deceased may have brought the action or within two years after bond was given for the discharge of the deceased's trust (*Mass. Gen. Laws ch. 260, § 10 (2012)* and *Pobieglo v. Monsanto Co., 521 N.E.2d 728, 732-33 (Mass. 1988)*).
- **Accrual date.** The limitations period for a wrongful death action accrues on the date of death or when the deceased's 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. 229, § 2 (2012)*). The limitations period for a survival action accrues when the deceased may have brought the action or when the executor or administrator knew or should have known of the factual basis for a cause of action (*Mass. Gen. Laws ch. 260, § 10 (2012)*).

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*).

The discovery rule has been applied in various contexts, including claims for tort, breach of contract and Chapter 93A violations (*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 *Prescott, 769 F. Supp. at 408*).

Fraudulent Concealment Rule

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 occurs when the defendant either:



SPECIAL RULES AND EXCEPTIONS (CONT.)

- 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)).

Mere negligent failure to disclose material facts does not constitute fraudulent concealment (*Compagnie de Reassurance d'Ile de France v. New Eng. Reins. Corp.*, 944 F.Supp. 986, 995 (D. Mass. 1996) and see also, *Lynch v. Signal Fin. Co. of Quincy*, 327 N.E.2d 732, 735 (Mass. 1975)). Likewise, it is not fraudulent concealment when the defendant, in good faith, does not disclose because it does not believe that a cause of action exists (*Compagnie*, 944 F.Supp. at 995 (citing *Fowles v. Lingos*, 569 N.E.2d 416, 420 (Mass. App. Ct. 1991))).

Equitable Tolling

Equitable tolling is "sparingly" used and is generally limited to specified exceptions (*Shafnacker v. Raymond James & Assocs., 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 Invs. LLC*, 558 F. Supp. 2d 136, 141 (D. Mass. 2008) (noting that equitable tolling may apply to employment discrimination claims where the plaintiff is excusably ignorant or where the defendant or MCAD 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*, 853 N.E.2d at 80).

Class Action Tolling

Massachusetts courts have acknowledged the federal principle that the filing of a putative class action tolls the statute of limitations on all asserted members of the class (see *DiCerbo v. Comm'r of the Dep't. of Emp't & Training*, 763 N.E.2d 566, 572 n.13 (Mass. App. Ct. 2002) (citing *Am. Pipe & Const. Co. v. Utah*, 414 U.S. 538, 554 (1974)) and *Mullally v. Waste Mgmt. of Mass., Inc.*, No. 06-882, 2009 WL 1453529, at *2-3 (Mass. Super. Ct. 2009)). However, no Massachusetts appellate decision has explicitly addressed the degree to which Massachusetts embraces the federal standard as established in *American Pipe and Construction Co. v. Utah*, 414 U.S. 538 (1974).

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 (*Salkind 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 (2012)*).

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 (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 (2012)*). 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 (2012)*). 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 (2012)*).

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) (2012)*).

Statutes of Repose

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

SPECIAL RULES AND EXCEPTIONS (CONT.)

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, § 2B (2012)*).

Malpractice claims against physicians, surgeons, dentists, optometrists, hospitals and sanatoria 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 (2012)*).

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