1. Minimum Liability Limits

Iowa’s minimum liability limits for motor vehicle policies are found in § 321A.21(2)(b) of the Iowa Code. See Iowa Code § 321A.21(2)(b) (2015). This code section provides the following limits:

- $20,000 resulting from bodily injury to or death of one person in any one accident
- $40,000 resulting from bodily injury to or death of two or more persons in any one accident
- $15,000 resulting from injury to or destruction of property of others in any one accident

See Id.

2. Negligence Laws (Is the jurisdiction a pure contributory negligence state; what type of comparative fault is applicable, etc?)

Iowa is not a pure contributory negligence state. See Iowa Code § 668.3(1)(a) (2015). Rather, the plaintiff obtains the ability to recover for damages “unless the claimant bears a greater percentage of fault than the combined percentage of fault attributed to [all] defendants . . . .” Id. Finally, “any damages allowed shall be diminished in proportion to the amount of fault attributable to the claimant.” Id.
3. **Bodily Injury Statute of Limitations**

According to § 614.1(2) of the Iowa Code, injuries to the person hold a statute of limitations of two years. See Iowa Code § 614.1(2) (2015).

4. **Property Damage Statute of Limitations**

Under Iowa Code §614.1(4), a claim for “injuries to property” must be initiated within five years from the date of accident or injury.

5. **Are punitive damages insurable in the jurisdiction?**

Yes, punitive damages are insurable in Iowa. See *Skyline Harvestore Systems, Inc. v. Centennial Ins. Co.*, 331 N.W.2d 106, 109 (Iowa 1983). “[U]nless the insurance policy specifically exclude[s] punitive damages from coverage,” a policy will include both compensatory and punitive damages. *Id.*

6. **Is there an intrafamily immunity defense?**

In terms of intrafamily immunity defenses, the Supreme Court of Iowa abolished interspousal immunity with their holding in *Shook v. Crabb*, 281 N.W.2d 616, 620 (Iowa 1979). However, parental immunity remains an affirmative defense if accompanied by a showing of “parental authority over the child or an exercise of parental discretion in providing care.” *Smith v. Smith*, 646 N.W.2d 412, 415 (Iowa 2002).

7. **Is there a bodily injury damage threshold? If so, what is it?**

Currently Iowa does not cap bodily injury damages. Rather, the state leaves considerable discretion in the hands of the jury to determine an adequate amount. See *Wildeboer v. Petersen*, 166 N.W. 464, 465 (Iowa 1918) (“We must assume . . . that the finding of the jury as to actual damages rested upon what the jury found to be the actual damages sustained.”)

8. **What are the quick rules on Subrogation MP/PIP?**

Medical payment benefits are used in Iowa. See *Ludwig v. Farm Bureau Mut. Ins. Co.*, 393 N.W.2d 143, 144 (Iowa 1986) (discussing a policy “which provided coverage for medical expenses incurred by occupants of the insured vehicle”). Additionally, insurers are not proscribed by state law from providing personal injury protection benefits.

9. **Are there no fault laws in the jurisdiction?**

Iowa is deemed a “fault” state, whereby a jury determines the degree of fault associated with each party to the claim. See Iowa Code § 668.3 (2015).

10. **Is the customer’s insurance primary?**
According to *Jalas v. State Farm Fire & Casualty Co.*, “primary insurance is purchased to be the first tier of insurance coverage.” 505 N.W.2d 811, 813 (Iowa 1993). Additional coverage (such as an umbrella policy) is not required under Iowa Code § 321A.21, which defines a “motor vehicle liability policy.” *See* Iowa Code § 321A.21 (2015).

11. **Is there a seat belt defense?**

Under Iowa Code § 321.445(4)(b), the failure to wear a safety belt cannot be evidence of comparative fault. *See* Iowa Code § 321.445(4)(b) (2015). However, failure to use a safety belt may be used to mitigate damages if the admitting party introduces “substantial evidence that the failure to wear a safety belt . . . contributed to the injury or injuries claimed by the plaintiff.” Iowa Code § 321.445(4)(b)(1) (2015). If the trier of fact determines this showing is met, the plaintiff’s recovery may be reduced up to “five percent of the damages awarded after any reductions for comparative fault.” Iowa Code § 321.445(4)(b)(2) (2015).

12. **Is there a last clear chance defense?**

No. With Iowa’s adoption of comparative fault, the last clear chance doctrine was abolished from the state’s jurisprudence. *See Goetzman v. Wichern*, 327 N.W.2d 742, 744 (Iowa 1982) (establishing “pure” comparative fault); *see also* Iowa Code § 688.3 (2015) (overrules “pure” comparative fault and transitions to the 51% rule).

13. **Is there an assumption of risk defense?**

Yes, assumption of risk is a viable defense in Iowa. *See Six v. Freshour*, 231 N.W.2d 588, 593 (Iowa 1975). Assumption of risk in the area of transportation contains several elements:

[F]irst, recklessness or intoxication on the defendant’s part must exist—that is the risk assumed; second, the plaintiff must be aware of that recklessness or intoxication and of the danger to himself from it; third, plaintiff must have an alternative of subjecting or not subjecting himself to the danger from the recklessness or intoxication—assumption of risk must be voluntary; fourth, the plaintiff must choose to accept the risk, proved expressly or by inference; and fifth, the recklessness or intoxication must be a proximate cause of the plaintiff’s harm.

*King v. Barrett*, 185 N.W.2d 210, 213 (Iowa 1971); *citing White v. McVicker*, 246 N.W. 385, 387 (Iowa 1933).
14. **Is there a UM requirement?**

Yes. According to Iowa Code § 516A.1:

No automobile liability or motor vehicle liability insurance policy . . .
shall be delivered or issued for delivery in [Iowa] . . . unless coverage is provided in such policy . . . for the protection of persons insured under such policy who are legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or a hit-and-run motor vehicle . . .


15. **Is there a physical contact requirement?**

Yes. Noted in *Rohret v. State Farm Mut. Auto. Ins. Co.*, “Iowa falls within the . . . few states [who require] mandatory coverage as to uninsured motorists and also as to hit-and-run motorists where physical contact occurs.” 276 N.W.2d 418, 420 (Iowa 1979).

16. **Is there a mandatory ADR requirement?**

Mediation is mandatory for farm disputes in Iowa; however, when it comes to transportation, there are no mandatory ADR requirements. See Iowa Code §§ 654A – 654C (2015) (requiring mediation for state farm disputes). That said, any written agreement to submit to arbitration will be valid and enforceable. See Iowa Code § 679A.1 (2015). Similarly, Iowa’s Uniform Mediation Act clearly lays out all requirements for mediation should the parties decide to pursue this form of ADR. See Iowa Code § 679C.101 (2015).

17. **Are agreements reached at a mediation enforceable?**


18. **What is the standard of review for a new trial?**

The standard of review for a new trial will depend on whether the motion was based on discretionary grounds or a legal question. See *Buckendahl v. Thompson*, No. 1-010, 2001 Iowa App. LEXIS 219, at *15 (Iowa Ct. App. Mar. 14, 2001). Motions based on discretionary grounds entail abuse of discretion review, whereas motions based on a legal question carry a review on error. See *Id.*
19. **Is pre-judgment interest collectable? If so, at what rate?**

Pre-judgment interest is collectable in Iowa, accruing as of the action’s commencement. See Iowa Code § 668.13(1) (2015). “If the interest rate is fixed by a contract on which the judgment or decree is rendered, the interest allowed shall be at the rate expressed in the contract, not exceeding the maximum rate permitted under section 535.2.” Iowa Code § 668.13(2) (2015). Section 535.2 provides a standard interest rate of five percent, not to exceed “two percentage points above the monthly average ten-year constant maturity interest rate of United States government notes and bonds . . . .” Iowa Code § 535.2 (2015).

20. **Is post-judgment interest collectable? If so, at what rate?**

Yes. According to Iowa Code § 668.13(3), “[i]nterest shall be calculated as of the date of judgment at a rate equal to one-year treasury constant maturity published by the federal reserve in the H15 report settled immediately prior to the date of the judgment plus two percent.” The weekly interest rate postings can be found at [http://www.federalreserve.gov/releases/h15/current/](http://www.federalreserve.gov/releases/h15/current/).

21. **Is there a workers compensation exclusive remedy defense?**

Iowa Code § 85.20 makes the rights of the employee under the Iowa Workers’ Compensation Act exclusive in nature. See Iowa Code § 85.20 (2015). However, claims against co-employees will not be foreclosed by the Act if such a claim arises out of or in the course of employment and is the result of “gross negligence amounting to such lack of care as to amount to wanton neglect for the safety of another.” Iowa Code § 85.20(2) (2015).

22. **Is the doctrine of joint and several liability applicable?**

The doctrine of joint and several liability only applies when a defendant is deemed to be fifty percent or more at fault. See Iowa Code § 668.4 (2015). If this is the case, the defendant will be jointly and severally liable for strictly economic—not noneconomic—damages. See Id.

23. **Is there a self critical analysis privilege?**

24. **Is accident reconstruction data admissible?**

Yes. Accident reconstruction data was submitted to the court via expert witness testimony in *Bornn v. Madagan*, 414 N.W.2d 646, 647-48 (Iowa Ct. App. 1987). The testimony was later deemed admissible under Iowa R. Evid. 702 as the expert provided “a chronological description of the series of events the occurrence of which the evidence supported.” *Id.* at 648. Importantly, the expert did not comment on the “cause” of the accident or allocate any fault between the parties. *See Id.*

25. **What is the rule on admissibility of medicals paid/reduced vs. total bills submitted?**

Under Iowa law, an injured party is entitled to recover the “reasonable” value of necessary medical care. The amount actually paid for medical services is considered to be prima facie evidence of “reasonable value.” However, the Iowa Supreme Court has rejected the argument that an injured party’s recovery for past medical services should be limited to the amount actually paid for medical services. *See Pexa v. Auto Owners Ins. Co.*, 686 N.W.2d 150, 157 (Iowa 2004). However, in order to place the total amount billed into evidence (as opposed to the amount actually paid), the injured person bears the burden to prove the reasonable value of the services rendered. *See Id.* at 156. The injured party fulfills this burden by providing expert testimony as to the reasonableness of the charges. *See Id.* at 157. The opposing party can counter this testimony by introducing evidence of the amount actually paid.

As Iowa has adopted the collateral source rule, evidence of payments made pursuant to any federal program for an injured person’s actual economic loss is now precluded. *See Id.* at 157; citing Iowa Code § 668.14 (2015).

26. **What is the jurisdiction’s rule on offers of judgment?**

Offers to confess judgment are provided for in chapter 677 of the Iowa Code. *See Iowa Code § 677* (2015). Iowa permits offers to confess to be placed either prior to or after the action is brought. *See Iowa Code § 677.1* (2015); *see also* Iowa Code § 677.4 (2015). The nonacceptance of an offer to confess “shall not be treated as an admission of the cause of action or amount to which the plaintiff was entitled, nor be given in evidence.” Iowa Code § 677.3 (2015); *see also* Iowa Code § 677.6 (2015).

27. **What is the jurisdiction’s rule on spoliation of evidence?**

In *Meyn v. State*, the Iowa Supreme Court refused to adopt a “negligent spoliation of evidence theory.” 594 N.W.2d 31, 34 (Iowa 1999). Rather, the destruction of evidence must be “intentional, as opposed to merely negligent or . . . the result of routine procedure.” *Lynch v. Saddler*, 656 N.W.2d 104, 111 (Iowa 2003); citing *Phillips v. Covenant Clinic*, 625 N.W.2d 714, 719 (Iowa 2001).

28. **Are there damages caps in place?**
Caps on punitive or exemplary damages will depend on “[w]hether the conduct of the defendant was directed specifically at the claimant, or at the person from which the claimant’s claim is derived.” Iowa Code § 668A.1(1)(b) (2015). If so, the full amount of punitive damages awarded will be given directly to the claimant. See Iowa Code § 668A.1(2)(a) (2015). However, if not, no more than 25% of the awarded punitive damages will be given to the claimant “with the remainder of the award to be ordered paid into a civil reparations trust fund administered by the state court administrator.” Iowa Code § 668A.1(2)(b) (2015).

29. **Is CSA 2010 data admissible?**

There is no record of Iowa statutes or case law where CSA 2010 data has been addressed, discussed, or admitted into evidence.

30. **Briefly, does the jurisdiction have any unique rules on electronic discovery?**

No Iowa cases exist regarding the practical scope of discovery relating to social medial or other electronic materials. That said, Iowa’s rules of civil procedure still apply in terms of scope and limitations of discovery. See Iowa R. Civ. Pro. 1.503 (2015). Specifically, “[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action . . . .” Iowa R. Civ. Pro. 1.503(1) (2015). Lastly, the extent of discovery may be limited if the court determines (1) the discovery sought is unreasonably cumulative; (2) the party seeking discovery has had an ample opportunity to obtain information by discovery; or (3) the burden or expense of the proposed discovery outweighs its likely benefit. See Iowa R. Civ. Pro. 1.503(8) (2015).

31. **Is the sudden emergency doctrine recognized in the jurisdiction?**

Iowa recognizes the sudden emergency doctrine; however:

“[A] person is not entitled to the benefit of the emergency rule if it clearly appears he either had actual knowledge of a dangerous situation or in the exercise of reasonable care could have such knowledge in time to act in relation thereto.”


32. **Are there any rules prohibiting or limiting the use of the reptile theory at trial?**

There are no existing Iowa statutes or cases concerning or addressing the reptile theory.

33. **What are the jurisdictional limits of the jurisdiction’s civil courts—i.e. Small Claims, District Court, Superior Court?**
Small claims hold a threshold of $5,000 or less, exclusive of interest and costs. See Iowa Code § 631.1(1) (2015). Topics of litigation in small claims provided for by Iowa statute include forcible entry, replevin, executions against personal property, abandonment of mobile homes and personal property, mechanic’s liens, collection of taxes, releases of judgments, and issues of ownership over goods relating to pawnbrokers. See Iowa Code §§ 631.1(2) – (9) (2015). Finally, civil actions in small claims court may not be expedited. See Iowa R. Civ. Pro. 1.281(1)(b) (2015). Moreover, depositions may not be performed for small claims cases unless leave of court is first obtained. See Iowa R. Civ. Pro. 1.702 (2015).

Beginning on January 1, 2015, Iowa adopted a new Expedited Civil Action track in an effort to streamline litigation for cases in which the Plaintiff agrees to not seek damages in excess of $75,000. Under Iowa R. Civ. Pro. 1.281, a Plaintiff may certify that the amount sought does not exceed $75,000. In such cases, discovery is limited (10 interrogatories/10 requests for documents and 10 requests for admission) and each side is limited to one expert. Each side is limited to one party and two nonparty depositions. Trial must occur within one year of the filing of the Plaintiff’s Petition and the trial cannot last longer than two days. Each side is permitted six hours to conduct jury selection, opening statements, presentation of evidence and closing arguments.

34. Are state judges elected or appointed?

State judges in Iowa are appointed by the Governor. See Carlson v. Wiggins, 760 F. Supp. 2d 811, 816 (S.D. Iowa 2011). After appointment, the judge will serve for one year. See Id. Thereafter, if the judge wishes to continue their service, he or she must then undergo a yes-no retention election. See Id.