1. **Minimum liability limits**

Rhode Island’s minimum liability limits for both owners’ and operators’ policies are set forth by statute as follows:

(i) Twenty-five thousand dollars ($25,000) because of bodily injury to or death of one person in any one accident; and

(ii) Subject to the limit for one person, fifty thousand dollars ($50,000) because of bodily injury to or death of two (2) or more persons in any one accident; and

(iii) Twenty-five thousand dollars ($25,000) because of injury to or destruction of property of others in any one accident or seventy-five thousand dollars ($75,000) combined single limit.

R.I. Gen. Laws § 31-32-24. Additionally, Rhode Island statutory law sets additionally minimum liability limits regarding the payment of medical bills, requiring that no policy may issue unless it provides “for medical payments in an amount of not less than twenty-five hundred dollars ($2,500) for each individual and five thousand dollars ($5,000) aggregate for the protection of persons injured regardless of the fault of the injured person; provided, that the named insured shall have the right to reject that coverage in writing.” Id. § 27-7-2.5.

2. **Negligence laws (Is the jurisdiction a pure contributory negligence state? What type of comparative fault is applicable, etc.?)**

To prevail in a negligence action, a “plaintiff must establish a legally cognizable duty owed by a defendant to a plaintiff, a breach of that duty, proximate causation between the conduct and the resulting injury, and the actual loss or damage.” Giron v. Bailey, 985 A.2d 1003, 1007 (R.I. 2009). Rhode Island follows the theory of pure comparative negligence. Therefore, the negligence of the plaintiff is not a bar to recovery unless it is the sole proximate cause of plaintiff’s damages. See R.I. Gen. Laws § 9-20-4.
3. **Bodily Injury Statute of Limitations**

   The statute of limitations for personal injury actions is three (3) years from the date the cause of action accrues. R.I. Gen. Laws § 9-1-14.

4. **Property Damage Statute of Limitations**

   The statute of limitations for property damage is ten (10) years from the date the cause of action accrues. R.I. Gen. Laws § 9-1-13(a).

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


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


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

   No.

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


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

   No.

10. **Is the customer’s insurance primary?**

    No.
11. **Is there a seat belt defense?**

No. The Rhode Island Supreme Court has found that no duty “exists in common law in this jurisdiction to wear a safety belt in ordinary vehicular travel” and, therefore, no seat belt evidence is relevant or admissible to show negligence. *See Swajian v. Gen. Motors Corp.*, 559 A.2d 1041, 1046 (R.I. 1989); *see also* R.I. Gen. Laws §31-22-22.

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

Yes. “The doctrine of last clear chance applies to a defendant who finds himself in a position of peril from which he cannot extricate himself and the plaintiff, if he had been keeping a proper lookout, must have observed the defendant's peril and had a reasonable opportunity to avoid the collision.” *Marcoccio v. Hood*, C.A. No. 1979-0638, 1981 WL 390974 (R.I. Super. Oct. 9, 1981).

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

Yes. “The doctrine of assumption of the risk, if proven, ‘absolve[s] a defendant of liability for having created an unreasonable risk.’” *D'Allesandro v. Tarro*, 842 A.2d 1063, 1066 (R.I. 2004). Assumption of the risk is a question for the trier of fact and, for a plaintiff to have assumed the risk, the plaintiff must have known that a risk existed and appreciated the unreasonable character of that risk. Despite being a question of fact, a trial justice should nevertheless grant judgment as a matter of law on this issue “[i]f the record suggests...that the factfinder can draw only one rational inference from the evidence on this issue.” *Raimbeault v. Takeuchi Mfg. (U.S.), Ltd.*, 772 A.2d 1056, 1064 (R.I. 2001).

14. **Is there a UM requirement?**

Yes. R.I. Gen. Laws § 27-7-2.1(a). However, the named insured may reject such coverage for loss resulting from damage to property. *Id.* § 27-7-2.1(b). Additionally, this requirement does not apply to those who are self-insured because certificates of self-insurance are not policies within the meaning of the statute. *See Ellis v. R.I. Public Trans. Auth.*, 586 A.2d 1055, 1056 (R.I. 1991)).

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


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

Yes. Every motor vehicle liability insurance policy must contain certain arbitration provisions set forth by statute. R.I. Gen. Laws § 27-10.3-1.
17. Are agreements reached at a mediation enforceable?

Agreements reached in mediation are enforceable if reduced to writing and signed by the parties.

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

In reviewing a motion for new trial, “[t]he trial justice acts as a ‘superjuror,’ reviewing evidence and assessing credibility.” *R.I. v. Lead Indus. Ass’n, Inc.*, C.A. No. PC-1999-5226, 2007 WL 711824 (R.I. Super. Feb. 26, 2007) (internal quotation marks omitted). “Based on its review, the Court may grant a new trial if the verdict is against the preponderance of the evidence and thereby fails to either do justice to the parties or respond to the merits of the controversy.” *Id.* (internal quotation marks omitted). In reviewing the evidence, the Court must: “(1) presume that the jury instructions are correct; (2) assess the credibility of the evidence and choose which of any conflicting testimony to accept and which to reject; and (3) determine, in light of the charge to the jury, whether the trial justice would have reached a result different from that of the jury.” *Id.*

19. Is pre-judgment interest collectable? If so, at what rate?

“In any action which a verdict for pecuniary damages is rendered or a decision made for pecuniary damages, there shall be added by the clerk of the court to the amount of damages interest at a rate of twelve percent (12%) per annum from the date the cause of action accrued, which shall be included in the judgment entered therein.” R.I. Gen. Laws § 9-21-10.

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

“Post-judgment interest shall be calculated at the rate of twelve percent (12%) per annum and accrue on both the principal amount of the judgment and the prejudgment interest entered therein. This section shall not apply until entry of judgment…” R.I. Gen. Laws § 9-21-10.

21. Is there a workers compensation exclusive remedy defense?

Yes. The relevant statute provides that “[t]he right to compensation for an injury under [the Workers Compensation Act], and the remedy for an injury granted by [the Act], shall be in lieu of all rights and remedies as to that injury now existing, either at common law or otherwise against an employer, or its directors, officers, agents, or employees…” R.I. Gen. Laws § 28-29-20.

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

Yes. Rhode Island imposes pure joint and several liability on joint tortfeasors. R.I. Gen. Laws § 10-6-2; *Graff v. Motta*, 695 A.2d 486, 495 (R.I. 1997). The Uniform Contribution Among Tortfeasors Act, codified at R.I. Gen. Laws §§ 10-6-1 et seq., also provides that “[t]he right of contribution exists among joint tortfeasors; provided however, that when there is a
disproportion of fault among joint tortfeasors, the relative degree of fault of the joint tortfeasors shall be considered in determining their pro rata shares.”  Id. § 10-6-3.

23. Is there a self-critical analysis privilege?

Unsettled.

24. Is accident reconstruction data admissible?

Yes.  See Frias v. Jurczyk, 633 A.2d 679, 683 (R.I. 1993) (holding that a trial justice had not abused his discretion to admit the testimony of an accident reconstructionist where he believed such evidence would be helpful to the jury).

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

Rhode Island courts have consistently employed the collateral source rule to exclude evidence of the amount actually paid for medical expenses or the fact that the expenses were reduced.  Votolato vs. Merandi, 747 A.2d 455 (R.I. 2000).

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

Pursuant to R.I. Civ. P.68, a party defending a claim may serve upon the adverse party an offer to allow judgment to be taken against the defending party for a sum of money or property specified in the offer with costs then accrued.  Alternatively, a party may pay into the court a sum of money and plead that the defending party is not indebted in any greater amount to the party making the claim.  Under the second option, the party making the claim can accept the tender and have judgment for the party’s costs, reject the tender, or accept the tender as part payment only and proceed with the action on the sole issue of damages.  If the offer is not accepted and the judgment finally obtained by the party making the claim is not more favorable than the offer, the party making the claim must pay the costs incurred after making the offer.

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

“The doctrine of spoliation provides that the deliberate or negligent destruction of relevant evidence by a party to litigation may give rise to an inference that the destroyed evidence was unfavorable to that party.”  McAdam v. Grzelczyk, 911 A.2d 255, 261 (R.I. 2006).  The Rhode Island Supreme Court has held that “an adverse inference from spoliated evidence ‘ordinarily would arise where the act was intentional or intended to suppress the truth, but does not arise where the destruction was a matter of routine with no fraudulent intent.’”  Kurczy v. St. Joseph Veterans Ass’n, 820 A.2d 929, 946-47 (R.I. 2003).

28. Are there damages caps in place?

No.
29. Is CSA 2010 data admissible?

Unsettled.

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

No.

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

Rhode Island recognizes the sudden emergency doctrine. In circumstances were individuals are confronted with sudden and unexpected events demanding immediate action, a party cannot be held to the same standard of care required of one in no such predicament. However, the standard of reasonableness is still applicable even though the exigent circumstance may be considered in determining the precise level. *Malinowski vs. United Parcel Service*, 727 A.2d 194 (R.I. 1999).

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

Rhode Island courts have rejected reference to the golden rule; however, they have not provided in-depth guidance on its application. *See Duffy v. Town of W. Warwick*, C.A. No. KC-2007-0446, 2007 WL 4471059 (R.I. Super. Nov. 30, 2007) (noting that a golden rule argument is “is universally recognized as improper because it encourages the jury to depart from neutrality and to decide the case on the basis of personal interest and bias rather than on the evidence”); *see also Silveira v. Murray*, 96 R.I. 384, 387, 192 A.2d 18, 20 (1963).

33. What are the jurisdictional limits of the jurisdiction's civil courts - i.e. Small Claims, District Court, Superior Court?

Superior Court: Concurrent jurisdiction with District Court between $5,000 and $10,000; exclusive jurisdiction of all matters where the amount in controversy is greater than $10,000.

District Court: Exclusive jurisdiction up to $5,000; concurrent jurisdiction from $5,000 to $10,000.

Small Claims: Up to $2,500.

34. Are state judges elected or appointed?

Rhode Island judges are appointed to lifetime terms.