Alper Law

Statute of Limitations on Debt by State

2026 State-by-State Chart

The statute of limitations on debt is the deadline a state gives a creditor or debt collector to sue on an unpaid balance. In most states the deadline falls between three and six years. The same balance can carry a different deadline depending on whether the debt is a written contract, a spoken promise, a promissory note, or a credit card account.

Once the deadline passes, the debt is time-barred. The creditor loses the right to sue, though collectors can still call and write. A creditor who sues before the deadline and wins converts the debt into a judgment. Most states make that judgment enforceable for ten to twenty years.

How Long a Creditor Has to Sue in Each State

Written contracts are agreements in writing that state the amount owed and the repayment terms; personal loans and auto loans are the usual examples. **Oral contracts** are spoken promises to repay. **Promissory notes** are written promises to pay a fixed amount on a set schedule, like the note behind a mortgage. **Open-ended accounts** are revolving credit lines the borrower can draw down, repay, and draw again, which is where credit cards fall.

Where a cell shows two numbers, the state's courts have never decided which period governs a credit card account, and both candidates appear. The Authority column cites the statute behind every figure, along with the court decisions that control the harder classification questions.

State	Written Contracts	Oral Contracts	Promissory Notes	Open-Ended Accounts	Authority
Alabama	6	6	6	3	Ala. Code §§ 6-2-34(4), (9), 6-2-37(1), 7-3-118(a); *Ayers v. Cavalry SVP I, LLC*, 876 So. 2d 474 (Ala. Civ. App. 2003)
Alaska	3	3	6	3	Alaska Stat. §§ 09.10.053, 45.03.118(a)
Arizona	6	3	6	6	Ariz. Rev. Stat. §§ 12-548(A)(1), (A)(2), 12-543(1), (2), 47-3118(A) (credit cards named in the six-year statute; a plain open or stated account is three)
Arkansas	5	3	5	5	Ark. Code Ann. §§ 16-56-111(a), 16-56-105(1), (3), 4-3-118(a) (five years, a non-uniform adoption)
California	4	2	6	4	Cal. Civ. Proc. Code §§ 337(a), (b), 339(1); Cal. Com. Code § 3118(a)
Colorado	6	6	6	6	Colo. Rev. Stat. §§ 13-80-103.5(1)(a), 4-3-118(a) (six years for any liquidated debt, written or not)
Connecticut	6	3	6	6	Conn. Gen. Stat. §§ 52-576(a), 52-581(a), 42a-3-118(a); *Tierney v. American Urban Corp.*, 170 Conn. 243 (1976) (three years reaches only an executory contract)
Delaware	3	3	6	3	10 Del. C. §§ 8106(a), 8109; 6 Del. C. § 3-118(a)
District of Columbia	3	3	3	3	D.C. Code §§ 28-3814(o), 12-301(7), 28:3-118(a) (six years on a note that is not consumer debt)
Florida	5	4	5	4	Fla. Stat. §§ 95.11(2)(b), 95.11(3)(j), 673.1181 (which sets no period of its own and sends the question to chapter 95)
Georgia	6	4	6	4	O.C.G.A. §§ 9-3-24, 9-3-25, 11-3-118(a); *Hill v. American Express*, 289 Ga. App. 576 (2008)
Hawaii	6	6	6	6	Haw. Rev. Stat. §§ 657-1(1), 490:3-118(a)

State	Written Contracts	Oral Contracts	Promissory Notes	Open-Ended Accounts	Authority
Idaho	5	4	6	5	Idaho Code §§ 5-216, 5-217, 28-3-118(1); *Unifund CCR, LLC v. Lowe*, 159 Idaho 750 (2016)
Illinois	10	5	10	5	735 ILCS 5/13-206 (ten years on notes, a non-uniform rule), 5/13-205; *Portfolio Acquisitions, L.L.C. v. Feltman*, 391 Ill. App. 3d 642 (2009)
Indiana	6	6	6	6	Ind. Code §§ 34-11-2-9(b), 34-11-2-7(1), 26-1-3.1-118(a)
Iowa	10	5	10	5 or 10 (unsettled)	Iowa Code §§ 614.1(5)(a), 614.1(4); Iowa has no settled classification of a card account
Kansas	5	3	6	3 or 5 (unsettled)	Kan. Stat. Ann. §§ 60-511(1), 60-512(1), 84-3-118(a); Kansas has no settled classification of a card account
Kentucky	10	5	6	5	Ky. Rev. Stat. §§ 413.160, 413.120(1), 355.3-118(1); *Fulk v. LVNV Funding LLC*, 55 F. Supp. 3d 967 (E.D. Ky. 2014)
Louisiana	3	3	5	3	La. Civ. Code arts. 3494(3), (4), 3498 (liberative prescription, the civil law equivalent)
Maine	6	6	6	6	14 M.R.S. § 752; 11 M.R.S. § 3-1118(1)
Maryland	3	3	6	3	Md. Code, Cts. & Jud. Proc. § 5-101; Md. Code, Com. Law § 3-118(a)
Massachusetts	6	6	6	6	Mass. Gen. Laws ch. 260, § 2; ch. 106, § 3-118(a)
Michigan	6	6	6	6	Mich. Comp. Laws §§ 600.5807(9), 440.3118(1)
Minnesota	6	6	6	6	Minn. Stat. §§ 541.05, subd. 1(1), 336.3-118(a)
Mississippi	3	3	6	3	Miss. Code Ann. §§ 15-1-49(1), 15-1-29, 75-3-118(a)
Missouri	10	5	10	5	Mo. Rev. Stat. §§ 516.110(1), 516.120(1), 400.3-118(a) (ten years, a non-uniform adoption); *Capital One Bank v. Creed*, 220 S.W.3d 874 (Mo. Ct. App. 2007)
Montana	6	5	6	5	Mont. Code §§ 27-2-202(1), (2), 30-3-122
Nebraska	5	4	6	4	Neb. Rev. Stat. §§ 25-205(1), 25-206; Neb. U.C.C. § 3-118(a); the Nebraska Supreme Court has not classified a card account
Nevada	6	4	6	4	Nev. Rev. Stat. §§ 11.190(1)(b), 11.190(2)(a)-(c), 104.3118(1)
New Hampshire	3	3	6	3	N.H. Rev. Stat. §§ 508:4, I, 382-A:3-118(a); mortgage notes track the mortgage under 508:6
New Jersey	6	6	6	6	N.J. Stat. Ann. §§ 2A:14-1(a), 12A:3-118(a)
New Mexico	6	4	6	4	N.M. Stat. §§ 37-1-3(A), 37-1-4
New York	3	3	3	3	N.Y. C.P.L.R. §§ 214-i, 213(2) (consumer credit figures; six years outside consumer credit, and New York enacted no commercial code period for notes)
North Carolina	3	3	6	3	N.C. Gen. Stat. §§ 1-52(1), 25-3-118(a), (h) (ten years on a sealed note)
North Dakota	6	6	6	6	N.D. Cent. Code §§ 28-01-16(1), 41-03-18(1)
Ohio	6	4	6	6	Ohio Rev. Code §§ 2305.06, 2305.07(A), (C), 1303.16(A) (six years on any consumer debt, written or not; the four-year period reaches only non-consumer debt)
Oklahoma	5	3	6	3	Okla. Stat. tit. 12, § 95(A)(1), (2); tit. 12A, § 3-118(a)
Oregon	6	6	6	6	Or. Rev. Stat. §§ 12.080(1), 12.090, 73.0118(1)
Pennsylvania	4	4	6	4	42 Pa. Cons. Stat. §§ 5525(a)(3), (8), 5501(b), 5529(b)(1) (twenty years under seal); 13 Pa. Cons. Stat. § 3118(a)

State	Written Contracts	Oral Contracts	Promissory Notes	Open-Ended Accounts	Authority
Rhode Island	10	10	6	10	R.I. Gen. Laws §§ 9-1-13(a), 6A-3-118(a)
South Carolina	3	3	6	3	S.C. Code Ann. §§ 15-3-530(1), 15-3-520(a) (twenty years on a mortgage-secured note), 36-3-118(a)
South Dakota	6	6	6	6	S.D. Codified Laws §§ 15-2-13(1), 57A-3-118(a)
Tennessee	6	6	6	6	Tenn. Code Ann. §§ 28-3-109(a)(3) (ten years on a demand note under the same section), 47-3-118(a)
Texas	4	4	6	4	Tex. Civ. Prac. & Rem. Code § 16.004(a)(3), (c); Tex. Bus. & Com. Code § 3.118(a)
Utah	6	4	6	4 or 6 (unsettled)	Utah Code §§ 78B-2-309(1)(b), (2), 78B-2-307(1), 70A-3-118(1); *Asset Acceptance LLC v. Stocks*, 2016 UT App 84
Vermont	6	6	6	6	12 V.S.A. §§ 511, 508 (fourteen years on a witnessed note); 9A V.S.A. § 3-118(a)
Virginia	5	3	6	3	Va. Code §§ 8.01-246(A)(2), (A)(4), 8.3A-118(a) (three years where the debtor never signed the writing)
Washington	6	3	6	6	Rev. Code Wash. §§ 4.16.040(1), (2), 4.16.080(3), 62A.3-118(a) (six years on any account receivable)
West Virginia	10	5	5	5	W. Va. Code §§ 55-2-6, 46-3-118(a) (five years, a non-uniform adoption)
Wisconsin	6	6	6	6	Wis. Stat. §§ 893.43(1), 403.118(1)
Wyoming	10	8	6	8	Wyo. Stat. §§ 1-3-105(a)(i), (a)(ii)(A), 34.1-3-118(a)

Each figure is the state's general rule for that form of debt. A few kinds of notes run longer. Pennsylvania gives an instrument under seal twenty years. South Carolina gives twenty years to a note secured by a mortgage, and New Hampshire ties a mortgage note to the life of the mortgage itself. Vermont allows fourteen years on a note signed before an attesting witness.

The promissory note column is the period for an ordinary note due on a set date. A note payable on demand runs six years from the demand in most states. In those states, if the holder never demands payment, the note is barred once ten years pass with no payment of principal or interest.

What Is the Statute of Limitations on Credit Card Debt?

Credit card debt is subject to a three- to six-year statute of limitations in most states. States disagree about what a credit card balance is: some courts read the cardholder agreement as a written contract, others treat the balance as an open account, and several states have never decided.

Illinois shows the stakes. Written contracts get ten years there and unwritten contracts five, and Illinois courts treat credit card debt as unwritten unless every essential term appears in the writing itself. Under *Portfolio Acquisitions, L.L.C. v. Feltman*, 391 Ill. App. 3d 642 (2009), monthly account statements do not supply the missing terms, so the five-year period usually governs.

Missouri reads its ten-year writing period the same way. In *Capital One Bank v. Creed*, 220 S.W.3d 874 (Mo. Ct. App. 2007), the issuer produced no agreement signed by the cardholder, and the court held that accepting a written offer by using the card does not create a contract in writing. The five-year period governed, and the suit was time-barred.

Georgia applies its six-year written contract period only when the creditor produces the cardholder agreement. American Express produced its contract in *Hill v. American Express*, 289 Ga. App. 576 (2008), and the six years applied. An assignee that produced no written contract saw its judgment reversed in *Houghton v. Sacor Financial, Inc.*, 337 Ga. App. 254 (2016); without the agreement, Georgia's four-year open account period is the default.

The Idaho Supreme Court went the other way on unsigned agreements. In *Unifund CCR, LLC v. Lowe*, 159 Idaho 750 (2016), the court held that a preprinted cardholder agreement nobody signed is still an instrument in writing, rejecting the essential-terms test Illinois applies. Credit card debt therefore takes Idaho's five-year written contract period.

Alabama lands on the short side. In *Ayers v. Cavalry SVP I, LLC*, 876 So. 2d 474 (Ala. Civ. App. 2003), the court treated a debt buyer's suit on a credit card balance as a claim on an open account, and Alabama gives open accounts three years.

Iowa, Kansas, and Utah have never settled the classification, so their chart cells carry two numbers. The Iowa swing is the widest: ten years if a card agreement is a written contract, five if it is not. Utah's legislature pointed toward six in 2019 by moving credit agreements into the six-year written instrument statute, but no Utah appellate court has ruled. Nebraska's cell shows one number but the same doubt: four is the default for a contract that cannot be proved entirely from writings, and its supreme court has not classified a card account.

In some states the fight never starts. Tennessee gives written, oral, and open-account claims the same six years, and Colorado gives six years to any liquidated debt whether or not anything was signed.

What Is the Statute of Limitations on Medical Debt?

Medical debt has no separate statute of limitations in most states. A hospital or physician bill takes the state's ordinary contract deadline, which puts most medical debt on a three- to six-year clock.

Three states and the District of Columbia have enacted shorter periods for medical debt. New York gives licensed hospitals and health care professionals three years from treatment, half its usual contract period. Florida's 2024 law gives licensed hospitals and surgical centers three years, measured from the facility's referral to a third-party collector. Virginia followed the same year: three years from the due date of the final invoice, whether the contract was written or not. In the District of Columbia, the three-year consumer debt deadline expressly reaches debt incurred for medical purposes.

The New York and Florida triggers point in opposite directions. New York's clock starts at treatment, before the bill is even overdue. Florida's can start months or years after the missed payment, because nothing runs until the referral to collection.

When the Clock Starts and What Resets It

The statute of limitations on a debt starts running when the creditor first has the right to sue, usually at the first missed payment. Some states set the start date by statute. Ohio starts the clock on a consumer account thirty days after the last charge or payment. Nevada dates the claim from the last transaction, charge, or credit on the account.

Oregon measures an account claim from the last charge or payment proved on the account, and interest and finance charges do not count as charges. A dormant balance that only accrues interest does not keep the Oregon clock running.

A payment made while the period is running restarts it in most states. Oklahoma restarts the full period on any part payment of principal or interest, and in Idaho a payment of principal or interest counts as a new signed promise. A signed written acknowledgment of the debt generally does the same.

Reviving a debt after the period has already expired is harder in most states. In Florida, an expired debt comes back only through a signed writing acknowledging the debt or promising to pay it. A bare payment does not revive an expired Florida debt, but a payment that arrives with a signed payment plan or a signed letter identifying the debt can still revive it.

A growing set of states bars revival outright. California has barred it longest: since 1872 a payment restarts only a running clock, never a claim already barred, and a 2019 amendment bars a creditor from filing suit at all once the period on a written contract or account has run. New York barred revival of consumer credit debt in 2022; Nevada followed in 2023 and reached all debt. Maryland and the District of Columbia bar revival of consumer debt, and the District's rule binds original creditors as well as collection agencies.

Texas's version is narrower: once a consumer debt held by a debt buyer is time-barred, no payment or reaffirmation revives it, though the rule does not reach original creditors. In Iowa a payment alone does not revive an expired debt; only a signed writing admitting the debt is unpaid does. Wisconsin goes furthest. When a Wisconsin period expires, the right to the money is extinguished, not just the remedy.

Tolling the Statute of Limitations

A few events pause the clock instead of restarting it. Absence from the state is the traditional one, and the statutes are narrower than they sound. The District of Columbia tolls only against its own residents who leave, or against a debtor who absconds or conceals himself after the claim arises. Courts read absence provisions narrowly against nonresidents, because a literal reading would erase the limitations defense in every suit against an out-of-state debtor.

Bankruptcy extends the deadline rather than pausing it. The automatic stay blocks collection suits while the case is open, and if the limitations period expires during the stay, the creditor has until at least thirty days after the stay ends.

Active military service stops the clock entirely. The Servicemembers Civil Relief Act keeps the period of military service out of the count, so the clock stands still until discharge.

What to Do When Contacted About an Old Debt

A collector calling about a debt from years ago may have no right to sue on it. Whether the debt is time-barred turns on the date of the last payment and on which state's deadline governs.

Federal law gives every person thirty days after receiving a collector's written validation notice to dispute the debt in writing. A written dispute stops collection until the collector mails verification of the debt.

A debt collector must not sue, or threaten to sue, on a time-barred debt. The regulation, 12 C.F.R. § 1006.26, is strict; it applies whether or not the collector knew the deadline had passed, though it binds debt collectors rather than original creditors. A collector who sues anyway is liable for actual damages plus up to $1,000 in statutory damages.

None of that protects a person who ignores the lawsuit itself. Courts do not check the deadline on their own; the statute of limitations is a defense that must be raised in a written response. A person who never responds loses by default, and the default judgment is enforceable as if the period had never run.

Can a Time-Barred Debt Stay on a Credit Report?

Yes. The statute of limitations and the credit reporting period are separate clocks, so a debt the creditor can no longer sue on can sit on a credit report for years afterward.

The Fair Credit Reporting Act removes a collection or charged-off account after seven years, measured from 180 days after the delinquency that led to it. Later payments never restart the reporting period, even in states where a payment restarts the statute of limitations.

The reverse happens too. Rhode Island gives most contract debts ten years, so a Rhode Island debt can fall off the credit report while the creditor still has years to sue on it.

A judgment can lawfully outlast the seven years. The reporting statute lets a civil judgment remain for seven years or until its enforcement period expires, whichever is longer. None of the seven-year limits apply when the report supports a larger transaction. The Fair Credit Reporting Act lifts them for credit of $150,000 or more, life insurance with a face amount of $150,000 or more, or a job paying $75,000 a year or more.

Federal Debts with No Statute of Limitations

Federal student loans have no statute of limitations. Federal law abolishes every time limit on suing, enforcing a judgment, offsetting payments, or garnishing wages to collect them. The government can garnish up to 15 percent of disposable pay administratively, with no court judgment.

Treasury offset carries no time limit either. Tax refunds and federal benefit payments can be applied to old federal debts, and Social Security benefits are reachable despite the statute that normally shields them from creditors. Federal law does exempt $9,000 of federal benefit payments in any twelve-month period from offset.

Federal tax debt has a real deadline. The IRS gets ten years from the date of assessment to collect. The ten years can be extended by a separate written extension signed when the taxpayer enters an installment agreement; the installment agreement by itself does not move the deadline.

Child support has its own federal rule. Federal law makes each unpaid installment a judgment by operation of law. The judgment gets full faith and credit in every state and cannot be retroactively modified. How long those judgments stay collectible varies by state.

Which State's Statute of Limitations Applies?

The state where the collection lawsuit is filed supplies the statute of limitations in most cases, even when the credit agreement names another state's law. Courts treat limitation periods as procedural rules of the forum, and a standard choice-of-law clause reaches only the substance of the contract.

The New York Court of Appeals held in *Portfolio Recovery Associates, LLC v. King*, 14 N.Y.3d 410 (2010), that a choice-of-law clause does not import the chosen state's limitations period unless the agreement says so expressly.

The Rhode Island Supreme Court reached the same result in *Webster Bank, N.A. v. Rosenbaum*, No. 2020-117-Appeal (R.I. Feb. 16, 2022). The loan agreement said Connecticut law governed, and Connecticut's six-year period would have barred the suit. Rhode Island's ten-year period applied instead: the agreement named no limitations period, the borrower lived in Rhode Island, and the loan was secured by Rhode Island property. The defendants did not argue Rhode Island's own borrowing statute on appeal, and the court said the outcome might have been different if they had.

A borrowing statute is the main way another state's period enters the case. The typical statute bars a claim in the forum when the claim was already barred where it arose, and a credit card claim arises where the creditor suffers the loss, generally the creditor's home state. A borrowing statute in this classic form can only shorten the time; it never lengthens it.

Several states wrote a different rule. Oklahoma borrows whichever period is longer. Arizona applies its own six-year credit card period whenever another state's period conflicts with it. Wisconsin bars a claim if either state's period has run, and Oregon, Minnesota, and Nebraska apply the limitations period of the state whose law governs the substance of the claim.

A choice-of-law clause can also bring the forum's borrowing statute into the case. In *Federated Capital Corp. v. Libby*, 2016 UT 41, cardholder agreements selected Utah law and required suit in Utah courts. The Utah Supreme Court held that choosing Utah law chose all of Utah's law, including its borrowing statute. Utah borrowed the four-year period of Pennsylvania, where the claims arose and were already barred, and the collection suits failed.

What Happens After a Creditor Wins a Judgment?

A judgment replaces the debt's statute of limitations with a much longer enforcement period. Once a court enters judgment, the original deadline is spent; the judgment is typically enforceable for ten to twenty years and is renewable in many states.

Florida sits at the long end. A judgment entered by a Florida court of record lasts twenty years. Kansas judgments go dormant five years after entry unless the creditor renews or executes on them, though a dormant Kansas judgment can be revived. The District of Columbia sets the hardest stop: twelve years, after which the judgment cannot be revived and no new action can be brought on it.

A judgment also opens collection tools an unsecured creditor never has. The judgment creditor can garnish wages, levy bank accounts, and record liens against real property, and those tools stay available for as long as the judgment remains enforceable.

The deadline on a debt protects only a debtor who raises it as a defense. Someone who ignores a collection suit because the debt looks old can end up with a judgment against them that is enforceable for twenty years. Asset protection planning addresses the property a judgment can reach once it is entered.

Sources

The limitations statute behind each row of the chart, jurisdiction by jurisdiction, with the subsections that carry the periods, the accrual rules and the longer periods particular instruments attract. Where a published decision decides which period a credit card or open account takes, that decision is named. The federal provisions the chart depends on are collected at the end.

Alabama

Ala. Code § 6-2-34(4), (9) (six years on a written promise not under seal and on any simple contract not otherwise enumerated, the branch that carries oral contracts); § 6-2-34(5) (a stated or liquidated account, six years)

Ala. Code § 6-2-37(1) (three years on an open or unliquidated account, running from the last item or from when the account is due by contract or usage); § 6-2-33(1) (ten years on a contract or writing under seal)

Ala. Code § 7-3-118(a) (uniform adoption; six years on a definite-time note)

Ayers v. Cavalry SVP I, LLC, 876 So. 2d 474, 477-78 (Ala. Civ. App. 2003) (a debt buyer's credit-card claim that rests on the original liability rather than a new promise is in the nature of one for an open account, so the three-year period governs), following Mobile Rug & Shade Co. v. Daniel, 424 So. 2d 1332, 1333 (Ala. Civ. App. 1983)

Ala. Code § 6-2-16 (revival: a partial payment made upon the contract before the bar is complete, or an unconditional promise in writing)

Alaska

Alaska Stat. § 09.10.053 (three years on a contract or liability, express or implied, which carries the written, oral and open-account columns)

Alaska Stat. § 45.03.118(a) (uniform adoption; six years on a definite-time note), (b) (a demand note, six years from demand, with an absolute bar at ten years where neither principal nor interest has been paid)

Alaska Stat. § 09.10.040(a) (ten years on a sealed instrument); § 09.10.200 (an acknowledgment or promise must be in writing, and the section does not alter the effect of a payment of principal or interest)

Arizona

Ariz. Rev. Stat. § 12-548(A)(1) (six years on a debt evidenced by a contract in writing executed in this state), (A)(2) (six years on credit-card debt, named by cross-reference to § 13-2101(3)(a))

Ariz. Rev. Stat. § 12-543(1) (three years on a debt not evidenced by a contract in writing), (2) (three years on a stated or open account); § 12-544(3) (four years on a writing executed outside Arizona)

Ariz. Rev. Stat. § 47-3118(A) (uniform adoption; six years on a definite-time note)

Ariz. Rev. Stat. § 12-548(B) (where another jurisdiction's limitations law conflicts with Arizona's on a debt action, this section applies); § 12-508 (revival requires a writing, a payment being effective only before the bar)

Arkansas

Ark. Code Ann. § 16-56-111(a) (five years on an action on a promissory note or other instrument in writing), (b) (partial payment or a written acknowledgment of default tolls)

Ark. Code Ann. § 16-56-105(1), (3) (three years on a contract not in writing and on an open account; the five in the open column holds only where the account rests on a signed writing)

Ark. Code Ann. § 4-3-118(a) (a non-uniform adoption: five years, where uniform UCC 3-118(a) gives six)

California

Cal. Civ. Proc. Code § 337(a) (four years on a contract, obligation or liability founded upon an instrument in writing), (b) (four years on a book account); § 339(1) (two years on an obligation not founded upon an instrument in writing, the shortest oral-contract period in the country)

Cal. Com. Code § 3118(a) (uniform adoption; six years on a definite-time negotiable note. A non-negotiable written note falls back to § 337(a)'s four years)

Cal. Civ. Proc. Code § 360 (a payment restarts a running clock, but no such payment of itself revives a cause of action once barred, a rule in the code since 1872)

Cal. Civ. Proc. Code § 337(d), added by Stats. 2018, ch. 247, § 2 (A.B. 1526), eff. Jan. 1, 2019 (once the period has run, a person shall not bring suit or initiate an arbitration or other legal proceeding to collect the debt)

Colorado

Colo. Rev. Stat. § 13-80-103.5(1)(a) (six years on a liquidated or determinable debt and on the enforcement of any instrument evidencing a debt, which is why all four Colorado columns read six; an unliquidated contract claim is three years under § 13-80-101(1)(a))

Colo. Rev. Stat. § 4-3-118(a) (uniform adoption; six years on a definite-time note)

Colo. Rev. Stat. § 13-80-110 (a cause of action barred where it arose cannot be maintained in Colorado); § 13-80-101(1)(k) (three years on a cause accruing outside Colorado where the foreign period is longer)

Colo. Rev. Stat. § 13-80-113 (revival requires a writing; the section does not alter the effect of a payment of principal or interest)

Connecticut

Conn. Gen. Stat. § 52-576(a) (six years on any contract, express or implied)

Conn. Gen. Stat. § 52-581(a) (three years on a contract not reduced to writing, the face of the printed oral cell)

Tierney v. American Urban Corp., 170 Conn. 243, 248-49, 365 A.2d 1153 (1976) (§ 52-581's three years reaches only an executory contract, so once the creditor's performance is complete § 52-576's six years governs), following Hitchcock v. Union & New Haven Trust Co., 134 Conn. 246, 259 (1947), and applied in Cupina v. Bernklau, 17 Conn. App. 159, and Mac's Car City v. DeNigris, 18 Conn. App. 525

Conn. Gen. Stat. § 42a-3-118(a) (uniform adoption; six years on a definite-time note). Chapter 926 carries no revival statute; the Connecticut rule is common law

Delaware

10 Del. C. § 8106(a) (three years on an action on a promissory note or other contract), (c) (a written contract involving at least $100,000 may set its own period, up to twenty years)

10 Del. C. § 8109 (six years on an acknowledgment under the hand of the party of a subsisting demand)

6 Del. C. § 3-118(a) (uniform adoption; six years on a definite-time note), (h) (preserving the common-law rule on sealed instruments)

District of Columbia

D.C. Code § 28-3814(o) (an action for the collection of a consumer debt commenced on or after September 1, 2021 must be commenced within three years of accrual, whether the claim sounds in contract, account stated, open account or another cause, notwithstanding any other limitations statute unless that statute is shorter, and reaching contracts under seal; § (b)(2) defines consumer debt to include debt incurred for personal, family, medical or household purposes, § (b)(5) reaches original creditors, and § (a) excludes a loan directly secured on real estate and a chapter 36 motor-vehicle installment loan). Credits close Aug. 27, 2022, D.C. Law 24-154 § 2, 69 DCR 008352, applied as of January 1, 2023

D.C. Code § 12-301(7) (three years on a simple contract, express or implied), (8) (three-year residual), (6) (twelve years on an instrument under seal, displaced for consumer debt by § 28-3814(o)); § 12-301(b) (excluding § 28:2-725 sale-of-goods actions)

D.C. Code § 28:3-118(a) (a uniform adoption with no non-uniform variation: six years from the stated or accelerated due date, the figure for a note that is not consumer debt), (b) (a demand note, six years from demand, barred where neither principal nor interest has been paid for a continuous ten years). D.C. Law 10-249 (1995)

D.C. Code § 28-3814(l) (once the consumer-debt period has expired, a subsequent payment toward or written or oral affirmation of the debt does not extend it); § 28-3504 (outside that provision an acknowledgment or new promise must be in writing and signed, a payment of principal or interest still working); § 28-3814(f)(10), (u) (suing on a known-expired debt is a violation, $500 to $4,000 per violation)

D.C. Code § 15-101 (a judgment is enforceable by execution for twelve years from the first execution or the last revival, and at expiration it ceases to have any operation or effect, with no action on it, no revival and no execution); § 12-303 (absence tolling reaching only a District resident out of the District at accrual, or one who absconds or conceals after accrual)

Florida

Fla. Stat. § 95.11(2)(b) (five years on a contract, obligation or liability founded on a written instrument, which is also where the Florida note figure comes from)

Fla. Stat. § 95.11(3)(j) (four years on a contract, obligation or liability not founded on a written instrument, carrying both the oral and the open-account columns)

Fla. Stat. § 673.1181 (Florida's non-uniform enactment of UCC 3-118, which states no period of its own: chapter 95 governs when an action arising under the chapter must be commenced. s. 2, ch. 92-82)

Fla. Stat. § 95.11(4) (three years on medical debt of a chapter 395 facility, running from referral to a third-party collection agency); § 95.04 (an acknowledgment of or promise to pay a barred debt must be in writing and signed); § 95.10 (borrowing statute)

Georgia

O.C.G.A. § 9-3-24 (six years on a simple written contract, expressly excluding an Article 3 negotiable instrument; last amended Ga. L. 1996, p. 1306, § 15); § 9-3-23 (sealed instruments, reached through § 11-3-118(h))

O.C.G.A. § 9-3-25 (four years on an open account and on a contract not in writing; last amended Ga. L. 1962, p. 156, § 1)

O.C.G.A. § 11-3-118(a) (uniform adoption; six years on a definite-time note; enacted by Ga. L. 1996, p. 1306, § 3)

Hill v. American Express, 289 Ga. App. 576, 577-78 & n.2 (2008) (six years where the issuer put the cardholder agreement in the record, the opinion opening that this is not an action on an open account); Houghton v. Sacor Financial, Inc., 337 Ga. App. 254, 257-58 (2016) (reversing judgment for an assignee that cited nothing in the record as the underlying written contract); Phoenix Recovery Group v. Mehta, 291 Ga. App. 874 (2008)

O.C.G.A. § 9-3-110 (a new promise must be in writing); § 9-3-112 (a payment entered upon written evidence of the debt, or another written acknowledgment of existing liability, is equivalent to a new promise)

Hawaii

Haw. Rev. Stat. § 657-1(1) (six years on any debt founded upon any contract, obligation or liability; Hawaii draws no written-versus-oral distinction anywhere in the code and has no open-account or credit-card provision. Credits end at L 1978, c 109)

Haw. Rev. Stat. § 490:3-118(a) (uniform adoption; six years on a definite-time note)

Idaho

Idaho Code § 5-216 (five years on a contract, obligation or liability founded upon an instrument in writing)

Idaho Code § 5-217 (four years on a contract not founded upon an instrument in writing); § 5-222 (which fixes when a cause of action on an open account accrues and states no period of its own)

Idaho Code § 28-3-118(1) (uniform adoption; six years on a definite-time note)

Unifund CCR, LLC v. Lowe, 159 Idaho 750, 367 P.3d 145 (2016) (a preprinted cardholder agreement the borrower never signed is an instrument in writing, so a card balance takes § 5-216's five years; the essential-terms test is not consistent with Idaho law, and § 5-222 does not supply a period), following Hoglan v. First Security Bank of Idaho, N.A., 120 Idaho 682, 819 P.2d 100 (1991)

Idaho Code § 5-238 (an acknowledgment or promise must be in writing, but any payment of principal or interest is equivalent to a new promise in writing, duly signed); § 5-239 (borrowing statute, excepting one who has been a citizen of Idaho and has held the claim since it accrued)

Illinois

735 ILCS 5/13-206 (ten years on a written contract and on a promissory note, negotiable or not, Illinois having enacted no uniform UCC 3-118; the section also carries the state's revival rule, a written payment or new promise restarting the ten years within or after the period)

735 ILCS 5/13-205 (five years on an unwritten contract and on all civil actions not otherwise provided for)

Portfolio Acquisitions, L.L.C. v. Feltman, 391 Ill. App. 3d 642, 909 N.E.2d 876 (1st Dist. 2009) (a credit-card account is unwritten unless every essential term appears in the writing itself; account statements and routine cardmember mailings do not satisfy that test)

735 ILCS 5/13-210 (Foreign limitation, the Illinois borrowing statute)

Indiana

Ind. Code § 34-11-2-9(b) (six years on a written contract for the payment of money and on a promissory note executed after August 31, 1982; P.L. 102-2021, P.L. 77-2024), (c) (deposit accounts, two years)

Ind. Code § 34-11-2-7(1) (six years on accounts and contracts not in writing); § 34-11-2-11 (the ten-year period, which reaches only written contracts other than those for the payment of money; P.L. 99-2023)

Ind. Code § 26-1-3.1-118(a) (Indiana's revised Article 3 adoption; six years on a definite-time note)

Iowa

Iowa Code § 614.1(5)(a) (ten years on a written contract, which is also the Iowa note period: § 554.3118 is titled Accrual of cause of action and states no period, so Iowa has no commercial-code limitation for notes; 2021 Acts, ch. 102)

Iowa Code § 614.1(4) (five years on an unwritten contract and on all other actions)

MBNA America Bank, N.A. v. Brink, 2006 WL 3436320 (Iowa Ct. App. Nov. 30, 2006) (a card agreement is written because it is issued in writing and accepted by use, ten years) and Gemini Capital Group v. New, 2011 WL 3925723 (Iowa Ct. App. Sept. 8, 2011) (each essential element must be in writing, five years), conflicting panels, both unpublished and so not controlling under Iowa R. App. P. 6.904(2)(c); both described in New v. Gemini Capital Group, 859 F. Supp. 2d 990, 997-98 (S.D. Iowa 2012)

Iowa Code § 614.11 (revival only by an admission in writing signed by the party to be charged that the debt is unpaid, or by a like new promise; a partial payment alone does not revive)

Kansas

Kan. Stat. Ann. § 60-511(1) (five years on an agreement, contract or promise in writing)

Kan. Stat. Ann. § 60-512(1) (three years on a contract, obligation or liability expressed or implied but not in writing, the default that carries the open-account column where the creditor cannot prove a writing)

Kan. Stat. Ann. § 84-3-118(a) (uniform adoption; six years on a definite-time note)

Portfolio Recovery Associates v. Kimrey, No. 112,874 (Kan. Ct. App. Oct. 16, 2015) (unpublished; the parties agreed the three-year period controlled and the court decided on K.S.A. § 60-518, so the decision settles no classification)

Kan. Stat. Ann. § 60-520(a) (payment revives; an acknowledgment or promise must be written and signed), (b) (joint-debtor limit); § 60-516 (borrowing statute, excepting a Kansas resident who has held the claim since accrual)

Kentucky

Ky. Rev. Stat. § 413.160 (ten years on a written contract executed after July 15, 2014; 2014 Ky. Acts ch. 142). § 413.090(2) carries fifteen years for an older written contract

Ky. Rev. Stat. § 413.120(1) (five years on a contract not in writing; 2015 Ky. Acts ch. 121), (9)-(10) (merchants' store accounts and merchant-to-merchant accounts, five years, neither describing a card issued by a bank)

Ky. Rev. Stat. § 355.3-118(1) (uniform adoption; six years on a definite-time note)

Fulk v. LVNV Funding LLC, 55 F. Supp. 3d 967, 972 (E.D. Ky. 2014) (there is a lack of controlling Kentucky precedent, and credit-card debts are usually treated as contracts not in writing because they lack the essential terms necessary to create a written contract)

Ky. Rev. Stat. § 413.320 (borrowing statute, applying the shorter period)

Louisiana

La. Civ. Code arts. 3494(3), (4) (three-year liberative prescription on money lent and on an open account; Acts 2018, No. 471). Louisiana draws no written-versus-oral distinction, and art. 3499's ten years is a residual for personal actions no more specific article reaches, not a written-contract period

La. Civ. Code art. 3498 (five years on instruments and promissory notes, negotiable or not)

La. Civ. Code art. 3464 (prescription is interrupted by acknowledgment)

Maine

14 M.R.S. § 752 (six years on all civil actions)

11 M.R.S. § 3-1118(1) (Maine's adoption of UCC 3-118, enacted by P.L. 1993, c. 293; six years on an ordinary negotiable note). 14 M.R.S. § 751, as amended by P.L. 2017, c. 251, now opens 'Except as provided in Title 11, sections 2-725 and 3-1118, subsection (1)' and so yields to it, its twenty years reaching only where the commercial-code period does not

14 M.R.S. § 866, final sentence (borrowing statute: no action may be brought by a person whose cause of action has been barred by the laws of any state, territory or country while all the parties resided there)

Maryland

Md. Code, Cts. & Jud. Proc. § 5-101 (three years, the general civil period, which carries the written, oral and open-account columns)

Md. Code, Com. Law § 3-118(a) (uniform adoption; six years on a definite-time note)

Md. Code, Cts. & Jud. Proc. § 5-102(a)(1) (twelve years on a note under seal, a specialty), (b) (a three-year suspension on part payment), (c)(2)-(3) (carve-outs for an owner-occupied residential mortgage note and for hospital consumer debt)

Md. Code, Cts. & Jud. Proc. § 5-1202(b)(1) (any payment toward, written or oral affirmation of, or other activity on a consumer debt occurring after the limitations period has expired does not revive or extend it)

Massachusetts

Mass. Gen. Laws ch. 260, § 2 (six years on a contract action, express or implied, with no written-versus-oral split)

Mass. Gen. Laws ch. 106, § 3-118(a) (uniform adoption; six years on a definite-time note)

Mass. Gen. Laws ch. 260, § 1 (twenty years on a contract under seal, on a bank-issued note, and on a note signed in the presence of an attesting witness when sued on by the original payee); § 13 (revival requires a signed writing, the section leaving the effect of a partial payment alone)

Michigan

Mich. Comp. Laws § 600.5807(9) (six years on breach of a contract not described in subsections (2) to (8), Michigan drawing no written-versus-oral split; 1961 PA 236, eff. Jan. 1, 1963, amended 2018 PA 15, eff. May 7, 2018)

Mich. Comp. Laws § 440.3118(1) (uniform adoption; six years on a definite-time note)

Mich. Comp. Laws § 600.5866 (a barred express or implied contract is revived by a signed written acknowledgment or promise, the section leaving the effect of a payment alone)

Minnesota

Minn. Stat. § 541.05, subd. 1(1) (six years upon a contract or other obligation, express or implied, the subdivision opening 'Except where the Uniform Commercial Code otherwise prescribes'; amended 2015 c 5 art 15 s 18)

Minn. Stat. § 336.3-118(a) (uniform adoption; six years on a definite-time note)

Minn. Stat. § 541.17 (revival requires a signed writing, and the section does not alter the effect of a payment of principal or interest)

Minn. Stat. §§ 541.30 to 541.36 (the Uniform Conflict of Laws-Limitations Act; § 541.31 applies the limitation period of the state whose substantive law governs)

Mississippi

Miss. Code Ann. § 15-1-49(1) (three years, the residual period; Mississippi has no separate written-contract period. Laws 1990 ch. 348 § 1, eff. Mar. 12, 1990)

Miss. Code Ann. § 15-1-29 (three years on an open account, an account stated and an unwritten contract, the section opening 'Except as otherwise provided in the Uniform Commercial Code'. Laws 1976 ch. 488 § 1, eff. July 1, 1976)

Miss. Code Ann. § 75-3-118(a) (uniform adoption; six years on a definite-time note. Laws 1992 ch. 420 § 18, eff. Jan. 1, 1993)

Missouri

Mo. Rev. Stat. § 516.110(1) (ten years on an action upon any writing, whether sealed or unsealed, for the payment of money or property)

Mo. Rev. Stat. § 516.120(1) (five years on all other contracts, express or implied)

Mo. Rev. Stat. § 400.3-118(a) (a non-uniform adoption: a definite-time note runs ten years, and the section provides that the limitations in chapter 516 do not apply to it)

Capital One Bank v. Creed, 220 S.W.3d 874, 878 (Mo. Ct. App. 2007) (an issuer that produced no agreement signed by the cardholder could not reach the ten-year period, parol acceptance of an offer in writing not giving rise to a contract in writing, quoting Lively v. Tabor, 341 Mo. 352, 107 S.W.2d 62, 67 (1937), so § 516.120's five years governed)

Mo. Rev. Stat. § 516.320 (revival requires a signed writing); § 516.190 (borrowing statute: a cause fully barred where it originated is barred in Missouri)

Montana

Mont. Code § 27-2-202(1) (six years on an action founded upon an instrument in writing; amended Sec. 2, Ch. 665, L. 2023 and Sec. 1, Ch. 174, L. 2025)

Mont. Code § 27-2-202(2) (five years on a contract, account, or promise not founded on an instrument in writing, one subsection carrying both the oral and the open-ended columns)

Mont. Code § 30-3-122 (six years on a definite-time note). Montana's revised Article 3 renumbered the limitations provision here; the 1963-era § 30-3-118 was repealed by Sec. 230, Ch. 410, L. 1991 and is not the operative cite

Mont. Code § 27-2-409 (an acknowledgment or part payment starts the period anew; the acknowledgment must be in a signed writing, and part payment is any payment of principal or interest)

Nebraska

Neb. Rev. Stat. § 25-205(1) (five years on a specialty or any agreement, contract or promise in writing; through Laws 1999, LB 550, § 3)

Neb. Rev. Stat. § 25-206 (four years on a contract not in writing, expressed or implied, the default that carries the open-account column)

Neb. U.C.C. § 3-118(a) (uniform adoption; six years on a definite-time note)

Jenkins v. General Collection Co., 538 F. Supp. 2d 1165, 1173-74 (D. Neb. 2008) (the Nebraska Supreme Court has not addressed whether third-party bank credit-card debt is a written agreement or an open account, and the state's law on the question is ambiguous), applying Grant v. Williams, 158 Neb. 107, 62 N.W.2d 532, 536 (1954) (a contract is unwritten if it cannot be wholly proved by a writing or writings)

Neb. Rev. Stat. §§ 25-3201 to 25-3207 (the Uniform Conflict of Laws-Limitations Act, Laws 2006, LB 1115, § 47 of which repealed the older borrowing statute at § 25-215)

Nevada

Nev. Rev. Stat. § 11.190(1)(b) (six years on an action upon a contract, obligation or liability founded upon an instrument in writing)

Nev. Rev. Stat. § 11.190(2)(c) (four years on a contract not so founded), (2)(a)-(b) (four years on an open account for goods, wares and merchandise sold and delivered, and on an article charged on a store account)

Nev. Rev. Stat. § 104.3118(1) (uniform adoption; six years on a definite-time note)

Nev. Rev. Stat. § 11.200(2), added by Stats. Nev. 2023, at 3606 (notwithstanding any other provision of law, a payment on a debt, an affirmation of a debt or other activity taken relating to a debt after the time in § 11.190 has expired does not revive the applicable limitation), (1) (the ordinary rule: the period dates from the last transaction or item charged)

Nev. Rev. Stat. § 11.020 (borrowing statute, excepting a Nevada citizen who has held the claim since it accrued)

New Hampshire

N.H. Rev. Stat. § 508:4, I (three years on all personal actions, the section opening 'Except as otherwise provided by law'; New Hampshire has no separate contract period, so the three carries the written, oral and open-account columns. Source: 1986, 227:12, eff. July 1, 1986)

N.H. Rev. Stat. § 382-A:3-118(a) (uniform adoption; six years on a definite-time note, reaching the cell through that opening clause. Source: 1993, 346:1)

N.H. Rev. Stat. § 508:6 (Mortgage Notes: an action on a note secured by a mortgage of real estate may be brought so long as the plaintiff is entitled to bring an action upon the mortgage); § 508:5 (Specialties: twenty years on a judgment, recognizance or contract under seal). Chapter 508 carries no acknowledgment or revival section

New Jersey

N.J. Stat. Ann. § 2A:14-1(a) (six years on recovery upon a contractual claim or liability, express or implied, not under seal, or upon an account other than one concerning trade or merchandise between merchant and merchant; last amended P.L. 2021, c. 379, approved January 18, 2022), (b) (goods-sale contracts under § 12A:2-725)

N.J. Stat. Ann. § 12A:3-118(a) (uniform adoption; six years on a definite-time note)

N.J. Stat. Ann. § 2A:14-24 (revival requires a signed writing, the section leaving the effect of a partial payment alone)

New Mexico

N.M. Stat. § 37-1-3(A) (six years on a contract in writing or on a promissory note, the section naming promissory notes expressly)

N.M. Stat. § 37-1-4 (four years on an open account and on an unwritten contract)

N.M. Stat. § 37-1-16 (a partial or installment payment revives and the claim accrues on the payment date; a signed written admission that the debt is unpaid, or a signed written new promise, also revives)

New York

N.Y. C.P.L.R. § 214-i (three years on an action arising out of a consumer credit transaction where a purchaser, borrower or debtor is a defendant, and once that period runs no subsequent payment toward, written or oral affirmation of, or other activity on the debt revives or extends it. Consumer Credit Fairness Act, 2021, eff. 2022)

N.Y. C.P.L.R. § 213(2) (six years on a contractual obligation or liability, express or implied, outside consumer credit; New York has no separate oral-contract period), (3) (a sealed instrument, six years), (4) (a bond or note secured by a mortgage on real property, six years)

N.Y. U.C.C. § 3-118 remains the pre-revision 'Ambiguous Terms and Rules of Construction' section. New York never enacted Revised UCC Article 3, so the state has no commercial-code limitation for notes and suit on a note runs on the civil practice rules

N.Y. C.P.L.R. § 213-d (three years from the date of treatment on medical debt of a hospital licensed under Public Health Law article 28 or a professional authorized under Education Law title 8); § 202 (borrowing statute, shorter-of, with an exception for New York residents)

Portfolio Recovery Associates, LLC v. King, 14 N.Y.3d 410, 415-17, 927 N.E.2d 1059 (2010) (a limitations period is procedural, so an ordinary choice-of-law clause does not import the chosen state's period; a credit-card claim accrues where the creditor or its assignor sustains the economic loss, and the forum borrows that state's tolling rules along with its deadline), citing Tanges v. Heidelberg North America, 93 N.Y.2d 48, 54-55 (1999)

North Carolina

N.C. Gen. Stat. § 1-52(1) (three years on a contract, express or implied, carrying the written, oral and open-account columns)

N.C. Gen. Stat. § 25-3-118(a) (uniform adoption; six years on a definite-time note), (h) (a sealed instrument subject to Article 3 takes § 1-47(2)'s ten years)

N.C. Gen. Stat. § 1-26 (an acknowledgment or promise must be in a signed writing, but the section does not alter the effect of any payment of principal or interest)

North Dakota

N.D. Cent. Code § 28-01-16(1) (six years on a contract, obligation or liability, express or implied, with no written-versus-oral split)

N.D. Cent. Code § 41-03-18(1) (North Dakota's UCC 3-118; six years on a definite-time note)

N.D. Cent. Code § 28-01-36 (an acknowledgment or promise must be in a signed writing, the section not altering the effect of any payment); § 28-01-37 (on a mutual, open and current account with reciprocal demands, the claim accrues from the last item proved on either side)

Ohio

Ohio Rev. Code § 2305.06 (six years on a written contract; current version eff. June 16, 2021, S.B. 13, 134th G.A.)

Ohio Rev. Code § 2305.07(A) (four years on a contract not in writing, reaching only debt that is not consumer debt)

Ohio Rev. Code § 2305.07(C) (notwithstanding divisions (A) and (B), six years on any action arising out of a consumer transaction incurred primarily for personal, family or household purposes, on any contract express or implied, including an account stated, whether or not reduced to writing or signed; the cause accrues thirty calendar days after the last charge or payment by or on behalf of the consumer, whichever is later)

Ohio Rev. Code § 1303.16(A) (uniform adoption; six years on a definite-time note)

Ohio Rev. Code § 2305.08 (a payment, or a signed written acknowledgment or promise, restarts the § 2305.06 and § 2305.07 periods from that date); § 2305.03(B) (borrowing statute)

Oklahoma

Okla. Stat. tit. 12, § 95(A)(1) (five years on a contract, agreement or promise in writing)

Okla. Stat. tit. 12, § 95(A)(2) (three years on a contract express or implied not in writing, which carries the open-account column where the creditor cannot prove a writing)

Okla. Stat. tit. 12A, § 3-118(a) (uniform adoption; six years on a definite-time note)

Okla. Stat. tit. 12, § 105 (borrowing statute: the period is that prescribed either by the law of the place where the claim accrued or by the law of this state, whichever last bars the claim, so that it lengthens rather than shortens); § 101 (part payment of principal or interest, or a signed written acknowledgment or promise, restarts the full period)

Oregon

Or. Rev. Stat. § 12.080(1) (six years on an action upon a contract or liability, express or implied, with no written-versus-oral split)

Or. Rev. Stat. § 73.0118(1) (Oregon's UCC 3-118; six years on a definite-time note)

Or. Rev. Stat. § 12.090 (a balance-due-on-account claim accrues from the last charge or payment proved, and interest, financing and carrying charges are not deemed such a charge); § 12.240 (a payment of principal or interest made after it became due restarts the period from the last payment, with no writing required)

Or. Rev. Stat. § 12.430 (the Uniform Conflict of Laws-Limitations Act: the state whose substantive law governs supplies the limitation period, so Oregon runs neither the shorter-of nor the longer-of rule)

Pennsylvania

42 Pa. Cons. Stat. § 5525(a)(3) (four years on an action upon an express contract not founded upon an instrument in writing), (a)(8) (four years on an action upon a contract, obligation or liability founded upon a writing not under seal); § 5501(b)

42 Pa. Cons. Stat. § 5529(b)(1) (notwithstanding § 5525(7), an action upon an instrument in writing under seal must be commenced within twenty years)

13 Pa. Cons. Stat. § 3118(a) (uniform adoption; six years on a definite-time negotiable note)

42 Pa. Cons. Stat. § 5521(b) (the Uniform Statute of Limitations on Foreign Claims Act: the foreign or the Pennsylvania period, whichever first bars the claim)

Rhode Island

R.I. Gen. Laws § 9-1-13(a) (ten years, the general civil period, which reaches most contract debt; § 9-1-13(b), the product-liability subsection, has been held unconstitutional)

R.I. Gen. Laws § 6A-3-118(a) (uniform adoption; six years on a definite-time note)

Webster Bank, N.A. v. Rosenbaum, No. 2020-117-Appeal (PC 16-60) (R.I. Feb. 16, 2022) (applying § 9-1-13(a)'s ten years to a home-equity revolving loan and amended note over a Connecticut choice-of-law clause that would have imported that state's six years and barred the suit, the agreement naming neither forum nor limitations period; fn. 3 identifies § 9-1-18 as the Rhode Island borrowing statute, waived below)

South Carolina

S.C. Code Ann. § 15-3-530(1) (three years on an action upon a contract, obligation or liability, express or implied, carrying the written, oral and open-account columns; the official Editor's Note records that the 1988 act cut the period from six years to three)

S.C. Code Ann. § 36-3-118(a) (uniform adoption; six years on a definite-time note)

S.C. Code Ann. § 15-3-520(a) (twenty years on a bond or other contract in writing secured by a mortgage of real property), (b) (sealed instruments, expressly excluding a sealed note or personal bond for money only, which stays at three years)

S.C. Code Ann. § 15-3-120 (an acknowledgment or promise must be in writing, but payment of any part of principal or interest is equivalent to a promise in writing)

South Dakota

S.D. Codified Laws § 15-2-13(1) (six years on an action upon a contract, obligation or liability, express or implied, with no written-versus-oral split)

S.D. Codified Laws § 57A-3-118(a) (uniform adoption; six years on a definite-time note)

Tennessee

Tenn. Code Ann. § 28-3-109(a)(3) (six years on actions on contracts not otherwise expressly provided for, which is why the written, oral and open-account columns all read six)

Tenn. Code Ann. § 28-3-109, closing sentence (a cause of action on a demand note must be commenced within ten years; Acts 1976, ch. 472, § 1)

Tenn. Code Ann. § 47-3-118(a) (uniform adoption; six years on a definite-time note), (b) (a demand note, six years after demand, and barred where neither principal nor interest has been paid for ten continuous years)

Texas

Tex. Civ. Prac. & Rem. Code § 16.004(a)(3) (four years on an action for debt), (c) (a claim on a mutual and current account of trade or merchandise accrues on the day the dealings cease)

Tex. Bus. & Com. Code § 3.118(a) (uniform adoption; six years on a definite-time note)

Tex. Fin. Code § 392.307(c)-(d), added by Acts 2019, 86th Leg., R.S., ch. 1055 (H.B. 996), § 2, eff. Sept. 1, 2019 (where the debt is barred, the cause of action is not revived by a payment of the consumer debt, an oral or written reaffirmation, or any other activity on it; the bar runs against a debt buyer, a defined term excluding an acquirer of in-default debt incidental to a portfolio that is predominantly not charged off), (e)-(f) (the required boldfaced time-barred-debt notice, in three variants keyed to the credit-reporting period)

Utah

Utah Code § 78B-2-309(1)(b) (six years on a contract, obligation or liability founded upon an instrument in writing)

Utah Code § 78B-2-307(1) (four years on a contract not founded upon an instrument in writing, on an open store account for goods, wares or merchandise, and on an open account for work, labor or services rendered or materials furnished, running after the last charge is made or the last payment is received; ch. 185, 2023 Gen. Sess.)

Utah Code § 70A-3-118(1) (uniform adoption; six years on a definite-time note)

Asset Acceptance LLC v. Stocks, 2016 UT App 84, 376 P.3d 322, 327 (which limitations period applies to an action on a credit-card account is an issue of first impression in Utah; the court declined to reach it and affirmed on a rule 60(b) ground)

Utah Code § 78B-2-309(2), added by ch. 107, 2019 Gen. Sess. (placing a credit agreement, as defined in § 25-5-4, inside the six-year written-instrument statute, with its own accrual rule running from the later of the day the debt arose, a written acknowledgment or promise, or a payment by the debtor or a third party); § 78B-2-103 (borrowing statute), applied in Federated Capital Corp. v. Libby, 2016 UT 41, 384 P.3d 221 (a Utah choice-of-law provision did not exclude the borrowing statute, so Utah borrowed Pennsylvania's four-year period and the suit failed)

Vermont

12 V.S.A. § 511 (six years on a civil action, except as otherwise provided, with no written-versus-oral split)

9A V.S.A. § 3-118(a) (uniform adoption; six years on a definite-time note)

12 V.S.A. § 508 (an action on a promissory note signed in the presence of an attesting witness must be commenced within fourteen years); § 507 (specialties, eight years)

Virginia

Va. Code § 8.01-246(A)(2) (five years on a written contract signed by the party to be charged)

Va. Code § 8.01-246(A)(4)(i) (three years on a written contract not signed by the party to be charged, created by 2019, c. 241 (H.B. 2242), approved Mar. 5, 2019, and on an unwritten contract; this is where an ordinary unsigned card agreement lands)

Va. Code § 8.3A-118(a) (uniform adoption; six years on a definite-time note)

Va. Code § 8.01-246(B), added by 2024, c. 800 (three years on a written or unwritten contract to collect medical debt, running from the due date of the final invoice, or from the debtor's breach where the contract is a payment plan; debt for services paid under the state's medical assistance programs is excluded)

Washington

Rev. Code Wash. § 4.16.040(1) (six years on an action upon a contract in writing, or a liability express or implied arising out of a written agreement)

Rev. Code Wash. § 4.16.040(2), added by 2007 c 124 s 1 (six years on an account receivable, meaning any obligation for payment incurred in the ordinary course of the claimant's business or profession, whether arising from one or more transactions and whether or not earned by performance)

Rev. Code Wash. § 4.16.080(3) (three years on an oral contract, the period expressly subject to § 4.16.040(2))

Rev. Code Wash. § 62A.3-118(a) (uniform adoption; six years on a definite-time note)

West Virginia

W. Va. Code § 55-2-6 (ten years on a written contract, and five years on any other contract express or implied, the residual clause that carries the oral and open-account columns)

W. Va. Code § 46-3-118(a) (a non-uniform adoption: within five years after the due date, where uniform UCC 3-118(a) says six. Enrolled 1993 H.B. 2494; enrolled 2024 H.B. 4837), (b)(2)-(3), (e) (further West Virginia-only text on a ten-year paid-and-redeemed presumption for deposits and on bank record-retention and escheat cut-offs)

Wisconsin

Wis. Stat. § 893.43(1) (six years on an action upon any contract, obligation or liability, express or implied, with no written-versus-oral split)

Wis. Stat. § 403.118(1) (uniform adoption; six years on a definite-time note)

Wis. Stat. § 893.05 (expiry extinguishes the right, not merely the remedy, so the Wisconsin revival analysis does not track the ordinary acknowledgment rule); § 893.07 (a two-way borrowing statute: no action may be maintained if either the foreign period under sub. (1) or the Wisconsin period under sub. (2) has expired)

Wyoming

Wyo. Stat. § 1-3-105(a)(i) (ten years on an action upon a contract in writing, or a contract, obligation or liability express or implied arising out of a written agreement)

Wyo. Stat. § 1-3-105(a)(ii)(A) (eight years on a contract not in writing, express or implied)

Wyo. Stat. § 34.1-3-118(a) (uniform adoption; six years on a definite-time note)

Wyo. Stat. § 1-3-105(a)(iii) (five years after the debtor establishes residence in Wyoming, for an action on a foreign claim, judgment or contract incurred and accrued before the debtor became a resident)

Federal law

20 U.S.C. § 1091a(a)(1)-(2) (abolishing every federal and state limitation on suit, enforcement of a judgment, offset and wage garnishment for loans made and grant overpayments under the Higher Education Act)

31 U.S.C. § 3716(e)(1) (any limitation on the period within which administrative offset may be taken is ineffective); § 3716(c)(3)(A)(i) (Social Security Act payments, Black Lung part B benefits and Railroad Retirement Board payments other than tier 2 are subject to offset notwithstanding 42 U.S.C. § 407); § 3716(c)(3)(A)(ii) (exempting $9,000 of federal benefit payments received in any twelve-month period, reduced by non-offsettable federal benefit payments in that period and applied as a prorated amount to each periodic payment)

26 U.S.C. § 6502 (ten years from the date of assessment to collect a federal tax, extendable by written agreement entered into with an installment agreement)

42 U.S.C. § 666(a)(9) (each unpaid child-support installment is a judgment by operation of law, not subject to retroactive modification and entitled to full faith and credit; the provision does not abolish state periods for enforcing the resulting judgment)

15 U.S.C. § 1681c(a)(4), (c)(1) (seven years on accounts placed for collection or charged to profit and loss, running from the expiration of the 180-day period after the delinquency that preceded the collection activity); § 1681c(a)(2) (civil suits and civil judgments, more than seven years or until the governing statute of limitations has expired, whichever is the longer period); § 1681c(a)(1) (bankruptcy cases, ten years); § 1681c(b) (lifting paragraphs (a)(1) through (a)(5) for a credit transaction of $150,000 or more, life insurance of $150,000 or more face amount, and employment at an annual salary of $75,000 or more)

12 C.F.R. § 1006.26(b) (a debt collector must not bring or threaten to bring a legal action against a consumer to collect a time-barred debt, proofs of claim in bankruptcy excepted; the prohibition carries no knows-or-should-know element), § 1006.26(a) (defining time-barred debt), implementing 15 U.S.C. § 1692e(2)(A), (5), (10); remedies at 15 U.S.C. § 1692k(a) (actual damages plus up to $1,000)

15 U.S.C. § 1692g (the written validation notice, the consumer's thirty-day right to dispute the debt and request verification, and the collector's duty to cease collection until verification is mailed)

11 U.S.C. § 108(c) (where a limitations period expires while the automatic stay is in force, the creditor has until at least thirty days after notice of the stay's termination); 50 U.S.C. § 3936 (the period of a servicemember's military service is not counted in any period limited for bringing an action)

The full chart and its analysis are on alperlaw.com.