



# Bird & Bird & First for Disputes

Knowhow briefs

Statute of limitation - EMEA comparative table

## Executive Summary:

- Because Limitation can sometimes lead to a quick and easy win;
- Because, your claim can also be barred by the effects of limitation;
- Because most countries have issued rules to shorten limitation periods;
- Because statutes of limitation are usually complex;
- Because limitation is often ruled by the law governing the contract, you may have to apply a foreign statute of limitation before a domestic court.

For all these reasons, in this publication Bird & Bird provide you with a comparative table of the various provisions on limitation applicable in those jurisdictions in which Bird & Bird operate.

## Background:

Limitation issues are highly technical and depend on the specific particulars of individual cases.

The following table is divided into two sections:

- Section 1 sets out the main limitation periods, together with relevant starting points, in each jurisdiction.
- Section 2 sets out the principal rules governing the limitation regime.

Throughout its international network, Bird & Bird has lawyers experienced in providing advice and solutions to help avoid the pitfalls and problems of limitation.

We hope that, by providing jurisdictional information, this publication will become a useful tool to those seeking a way through the 'traps' of limitation legislation with which clients can find themselves confronted.

## Periods / Starting Points

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
France	5 years from the date when the holder of a right knew or ought to have or had knowledge required in order to bring a claim.	5 years from the general starting point.	5 years from the general starting point.	10 years from the date of the injury.	2 years from the date of the event from which the claim arises.	10 years from the date of the judgement.	3 months from the date when the defamatory material was first published.	2 years from the action of the professional from the general starting point.	3 years from the date of the infringing act(s).
UK	6 years for actions in respect of simple contracts and tort.	6 years from the date of the breach of contract.	Starting point is 6 years from the date the damage is suffered.  BUT - 3 years from the date of knowledge of an actionable claim. This is subject to a longstop date of 15 years from the date of the negligent act/omission.	3 years from the later of the injury being sustained or 3 years from the date of knowledge of the injured person.	6 years from the date of the loss.	6 years from the date on which the judgement becomes enforceable.	1 year from the accrual of the cause of action subject to court discretion specifically knowledge of publication and reasons for delay in bringing the claim.	3 years from subject to a 10 year "longstop" the later of either date the damage is suffered and the date of knowledge of the claimant.	6 years from the date of the last infringement.
Germany	3 years from the end of the year	3 years for claims	3 years.	30 years from the date on which the	3 years.	30 years. The limitation	3 years.	Same periods as for general	3 years.

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
	<p>in which the claim arises and in which the claimant becomes aware (or grossly negligently fails to become aware) of both the circumstances giving rise to the claim and the identity of the defendant.</p> <p>What if knowledge in subsequent?</p>	<p>concerning performance and claims for damages.</p> <p>2 years for warranty claims based on sale contracts and contracts for certain types of work.</p>		<p>act, breach of duty or other event that caused the damage occurred.</p>		<p>period commences when the claim arises.</p>		<p>contractual claims.</p>	
<b>Spain</b>	<p>15 years from the date the action can be brought.</p>	<p>15 years from the general starting point.</p>	<p>1 year from the date when the claimant had required knowledge of damage to bring claim.</p>	<p>1 year from the date when the claimant had required knowledge of damage to bring claim.</p> <p>3 years in relation to faulty/defective goods.</p>	<p>2 years for insurance against damages.</p> <p>5 years for life insurance.</p>	<p>5 years from the date of the judgement.</p>	<p>1 year from the date when the claimant had required knowledge of damage to bring claim.</p>	<p>3 years from the date of the sale of the product.</p>	<p>5 years from the date of the infringing act(s).</p>

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
Italy	10 years from the date when the "holder of a right" knew or ought to have known the facts upon which the action is based.	10 years from the date when the holder of a right knew or ought to have known the facts upon which the action is based.	5 years from the date on which the act (tort) occurred.  2 years in case of damages arising from car accident.	6 years: - from the date of injury; -in case attempted offence, from the date of the attempt; -in case of injury derived from continued/repeated conduct, from the moment of conduct ceased.	2 years for rights arising from a contract of insurance (e.g. right of the insured to claim indemnification for damages to be paid by the insurer) and from a contract of reinsurance, from the day on which the right arose.  1 year for the right of the insurer to the payment of insurance by the insured.	10 years from the final judgment.	6 years (see box 'Personal injury' for further details)	General contractual liability is 10 years, however, consumers' code provides 26 months prescription for actions concerning the defects of goods bought by consumers.	5 years from the date when the holder of a right knew or ought to have known the facts upon which the action is based.
Belgium	10 years from the date of the act giving rise to the claim /right.	10 years.	5 years from the time the plaintiff discovered the harm, but no longer than 20 years from the time the harm actually occurred.	If a criminal case is launched: 5 years.  If a civil case is launched: 5 years from the time the plaintiff discovered the harm, but no longer than 20 years from the time the harm actually occurred.	3 years.	10 years.	Defamation claimed by public figure for acts done in his public function: 3 months;  All other persons: 5 years.	1 year for the action of the professional from the general starting point.	In principle 10 years.  Exceptions: patent infringement claims: 5 years; nullity of trademarks claims: 3 or 5 years.

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
<b>Czech Republic</b>	<p>In civil law relations: 3 years from the date when the right could have been exercised for the first time.</p> <p>In commercial law relations: 4 years from the date when the right could have been exercised for the first time.</p>	<p>In civil law relations: 3 years applies.</p> <p>For claims based on transport contracts 1 year, except where damage is incurred by the transportation of persons.</p> <p>In commercial law relations: 4 years from the date the obligation should have been performed or started to be performed.</p>	<p>In civil law relations: 2 years from the date when the person learnt of the damage; however, no more than 3 years from the date on which the event occurred.</p> <p>In commercial law relations: 4 years from the date when the aggrieved person learnt or could have learnt of the damage; however, no more than 10 years from the date when the duty was breached.</p>	<p>2 years from the date when the injured person had the required requisite knowledge.</p>	<p>3 years; and in cases relating to life insurance, 10 years from the lapse of a one year period after the occurrence of the insurable event.</p>	<p>10 years from the date when the liable person should have performed his obligation pursuant to such judgement.</p>	<p>3 years from the date on which the claim arises.</p>	<p>In civil law relations: 3 years from the date when the right to could have been exercised for the first time.</p> <p>In commercial law relations: 4 years for debts and sureties from consumer credit contracts.</p>	<p>3 years from the date on which the claim arises.</p>
<b>Finland</b>	<p>3 years. Commencement is dependant on the nature of the claim.</p>	<p>3 years from the due date or the date when the aggrieved party learnt or ought to have</p>	<p>3 years from the date when the aggrieved party learnt or ought to have learnt of the damage.</p>	<p>3 years from the date when the aggrieved party learnt or ought to have learnt of the damage.</p>	<p>1 year from the date when the insured becomes aware of the occurrence of an insured</p>	<p>Ground for enforcement remains enforceable until the expiry of a time limit</p>	<p>Charge has to be brought within 2 years of the defamation.</p>	<p>Same as general period and starting point.</p>	<p>Varies depending on the nature of the infringement.</p>

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		learnt of the breach of contract. However, no more than 10 years from the breach.	However, no more than 10 years from the damage.		event and of the loss, damage or injury that resulted from the occurrence.	of 15/20 years.			
<b>The Netherlands</b>	20 years from the event giving rise to the action unless the law determines otherwise.	5 years from the date a claim becomes due and payable (performance). 5 years from the date the person becomes aware of both the damage and the identity of the responsible person, and in any event on the expiry of 20 years following the event (damages).	5 years from the date the prejudiced person becomes aware of both the damage and the identity of the responsible person, and in any event on the expiry of 20 years following the event which caused the damage (compensation for damage).	5 years after the date the person becomes aware of both the damage and the identity of the responsible person, and in any event on the expiry of 20 year following the event which caused the damage.	3 years from the date a claim becomes due and payable.	20 years from the date of the verdict.	5 years after the date the prejudiced person becomes aware of both the damage and the identity of the responsible person, and in any event on the expiry of 20 years following the event which caused the damage (compensation for damage).	2 years after receiving the relevant complaint (complaints have to be made within a reasonable time after discovery of the relevant defect).	20 years from the event giving rise to the action (breach). 5 years from the date the prejudiced person becomes aware of both the damage and the identity of the person responsible, and in any event on the expiry of 20 years following the event which caused the damage (compensation for damage).

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
Poland	10 years from the date that a claim becomes due and payable; 3 years for claims based on periodical performance or claims related to a business activity.	10 years from the time a claim becomes due and i.e. breach? payable; 3 years for claims based on periodical performance or claims related to a business activity.	3 years from the time the plaintiff discovered the damage and the identity of the person liable. 20 years if the damage results from a crime or an offence.	3 years from the time the plaintiff learnt of the damage and the identity of the person liable. 20 years if the damage results from a crime or an offence.	3 years for claims arising from the contract.	10 years from the date of the judgement (3 years for judgements on periodical performance).	10 years for non-pecuniary loss, 20 years if the defamation refers to a protection of character defamation; 3 years for pecuniary loss (comments regarding claims based on tort apply).	1 year from the time the consumer discovers nonconformity between goods contract; 10 years for other claims arising from the contract.	10 years; 3 years for claims related to a business activity.
Singapore	None.	6 years from the date on which the cause of action arose.	6 years from the date on which the cause of action arose.	3 years from when the injury was sustained or when the injured person has knowledge of the damage, whichever is the later.	6 years.	12 years from when the judgment became enforceable, although no arrears of interest can be claimed after 6 years.	6 years. (as a tortious claim, although the longer one delays, the less likely the court is to rule that the statement was defamatory).	6 years (breach of contract claim).	6 years (tort claim).
Slovakia	In civil law relations - 3 years from the date when the right could be exercised for the first time.  In commercial law relations -	In civil law relations - 2 years from the date when the aggrieved person learnt of the damage; but no longer than 3 years	2 years from the date when the aggrieved person learnt of the damage; but no longer than 3 years from the date when the event that caused the	2 years from the date when the aggrieved person learnt of the damage; and anytime from the date when the event that caused damage occurred.  (There is no time	3 years from the end of a one year period after the insured event occurred.	10 years from the date when the liable person should have performed his obligation pursuant to such judgement.	In the case of a liability claim arising out of defamation, the same applies as for a claim based on tort (Column 3).	The same applies as for a claim based on tort (Column 3).	The same applies as for a claim based on tort in the case of a liability claim or an unjust enrichment claim.  Otherwise, generally the 3



Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
	4 years from the date when the right could be exercised for the first time.	from the date when the event that caused the damage arose.  In commercial law relations - 2 years from the date when the aggrieved person learnt of the damage; but no longer than 10 years from the date when the event that caused the damage arose.	damage arose (by the negligent action);  and no longer than 10 years from the date when the event that caused the damage arose (by the wilful acting).	limitation due to the specific character of the damage incurred).					year period which starts to run from the infringement should apply.
Sweden	10 years from the accrual of the claim.	10 years from the accrual of the claim.	In civil law cases - 10 years from the accrual of the claim.  In criminal law cases - 1 year after the date on which the judgment or final decision was announced if the 10 year period from the accrual of	10 years from the accrual of the claim.	Proceedings against the insurance company must be commenced within 3 years after the party has received knowledge that the claim could have been made, and not later than ten years from the earliest time at which the claim	10 years from the date of the final judgement.	A claim in damages arising as a result of a crime shall not be barred by the expiry of the limitation period prior to the expiry of the period of limitation for charges to be presented in relation to the crime. This is not the case	3 years, where the claim relates to goods, services, or other commodities supplied by a manufacturer in the course of its business activities, for primarily personal use by the consumer.	5 years from the accrual of the claim.

Country	General period and starting point	Claim based on contract	Claim based on tort	Claim based on personal injury	Insurance claim	Enforcement of a judgment	Claim for defamation	Claim based on a consumer contract	Infringement action (IP)
			the claim has passed.		could have been brought. After the final decision regarding the compensation, the insurance holder always has 6 months to commence proceedings against the insurer.		where the question of guilt for the crime was determined before that. Then the claim shall be barred by the expiry of the limitation period 1 year after the date on which the judgment or final decision was announced or at the time when the general period of 10 years has passed.		

## Regime

Country	Possibility of a contractual arrangement	Standard way of interruption	Possibility of a waiver by the parties	Court powers to set aside an expired limitation / to apply the statute of limitation on its own motion	Maximum deadline despite reports or interruptions (if any)
France	Yes. But not less than one year or more than 10 years; and not in employment or consumer contracts.	Judicial act	Yes.	No / No.	20 years.
UK	In certain agreements, the parties may agree to shorter periods than those provided for under the Limitation Act 1980. However, shorter contractual periods may be subject to the Unfair Contract Terms Act 1977. The limitation period is extended to 12 years in respect of breach of an obligation contained in a deed.	Parties may be able to suspend time for the purposes of limitation by entering into a standstill agreement, during which no party will be able to raise a limitation defence.	Yes. The parties may contract out of the Limitation Act 1980. Again, this may be subject to the Unfair Contract Terms Act 1977.	In respect of some causes of action (such as personal injury), the court has powers to exclude the time limit if it would be equitable to do so.  The court will not apply the statute itself. It is for the defendant to plead the defence of limitation, as the courts will not take the point against the claimant.	In respect of some causes of action (such as actions under the Consumer Protection Act 1987 and negligence actions (other than for personal injury)), there is an overriding time limit.
Germany	Yes, under certain conditions.	Negotiations between the obligor and the obligee.  Prosecution of rights (e.g. bringing an action).	Yes.	No / No.	No.
Spain	Yes, but only to shorten the period.	(i) Judicial act; (ii) an out of court claim issued by the creditor; and (iii) any act of acknowledgement of the debt	Yes, but only in relation to the prescription achieved.	No/No.	No maximum deadline despite reports or interruptions

Country	Possibility of a contractual arrangement	Standard way of interruption	Possibility of a waiver by the parties	Court powers to set aside an expired limitation / to apply the statute of limitation on its own motion	Maximum deadline despite reports or interruptions (if any)
		by the debtor.			
Italy	No. Pursuant to the civil code, any agreement intended to modify the legal regulation of prescription is void.	Judicial act, usually also registered letter	Yes.	No / No.	No.
Belgium	Yes, but not in consumer contracts.	Judicial act.	Yes.	No / No.	No.
Czech Republic	In civil law relations: No. In commercial law relations: Yes. A party may prolong the statute of limitation by a written notice addressed to the other party; however, the overall limitation period cannot be longer than 10 years.	Any legal action consisting of exercising the right before the court, initiation of arbitration or mediation proceedings, or enforcement of the decision of the court or of any other competent authority.	Yes.	No / No.	In civil law relations: No. In commercial law relations: Yes, 10 years.
Finland	Not to the detriment of the debtor.	Any evidential measure is sufficient; not subject to formal requirements.	Yes.	No / No.	15/20 years from the ground for enforcement.
The Netherlands	Yes, but there are limited possibilities in consumer contracts.	Judicial act (but also a written demand in which the claimant explicitly reserves his rights to demand performance).	Yes.	No/no.	20 years.
Poland	No.	Every act before the court.	Yes (after lapse of the limitation period).	Yes / No.	No.
Singapore	No.	Fresh accrual of action upon acknowledgement of debt by	Yes, but only in the sense that limitation	No / No.	No.

Country	Possibility of a contractual arrangement	Standard way of interruption	Possibility of a waiver by the parties	Court powers to set aside an expired limitation / to apply the statute of limitation on its own motion	Maximum deadline despite reports or interruptions (if any)
		debtor or when debtor makes part payment of the debt.	does not bar an action unless expressly pleaded by the respondent.		
<b>Slovakia</b>	In civil law relations – No. In commercial law relations – Yes, the period may be prolonged (never shortened) even repeatedly. However it shall not exceed the period of 10 years from its initiation.	Generally, by enforceable decision of the court or other competent authority; and in case the debtor acknowledges his debt (the amount as well as its cause). In these scenarios full-length new statute of limitation period starts to run again.	No.	No.	In civil law relations - No. In commercial law relations - Yes, 10 years.
<b>Sweden</b>	Yes, the period of limitation can be prolonged in commercial relations not involving a consumer. If involving a consumer, the period of limitation cannot be prolonged. A contract stating that a claim is not subject to a period of limitation is always void, regardless of the nature of the dispute.	a) The debtor receives a written demand or written reminder in respect of the debt; b) Judicial act, c) The debtor recognizes the claim or makes payment in part or pays interest on the claim.	No.	Not in civil law cases.	No.

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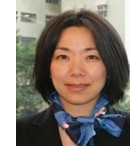
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