

Statutes of Limitations: South Carolina

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A Q&A guide to the statutes of limitations in South Carolina for several commercial claims. Answers to questions can be compared across a number of jurisdictions (see *Statutes of Limitations: State Q&A Tool*).

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Special Rules and Exceptions

Account Stated

1. *What is the statute of limitations for an account stated claim in your jurisdiction?*

Limitations Period

The statute of limitations is three years ([S.C. Code Ann. § 15-3-530\(1\)](#)).

Accrual Date

In an action brought to recover a balance due on a mutual, open, and current account when there have been reciprocal demands between the parties, the limitations period starts to run at the time the last item proved in the account on either side ([S.C. Code Ann. § 15-3-610](#)).

The statute of limitations period starts anew by any new promise in writing or payment of any part of the principal or interest ([S.C. Code Ann. § 15-3-120](#)).

Antitrust

2. *What is the statute of limitations for an antitrust claim in your jurisdiction?*

Limitations Period

The statute of limitations is three years for actions for antitrust violations brought under [Section 39-3-30 of the South Carolina Code Annotated](#) ([S.C. Code Ann. § 15-3-530\(2\)](#)).

Violation of antitrust laws may also constitute a violation of the South Carolina Unfair Trade Practices Act (*Miller v. W.H. Bristow, Inc.* 739 F. Supp. 1044, 1051-52 (D.S.C. 1990); see [Question 20](#)).

Accrual Date

There is no specific accrual date for antitrust claims under South Carolina law.

The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown v. Finger*, 124 S.E.2d 781, 786 (S.C. 1962)). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co. v. M.B. Kahn Const. Co.*, 515 F. Supp. 64, 77 (D.S.C. 1979)).

South Carolina courts have not applied the discovery rule to antitrust violations brought under [Section 39-3-30 of](#)

the [South Carolina Code Annotated](#).

Breach of Contract

3. *What is the statute of limitations for a breach of contract claim in your jurisdiction?*

Limitations Period

The statutes of limitations are:

- Three years for breach of a contract ([S.C. Code Ann. 15-3-530\(1\)](#)).
- Four years for actions regarding franchise agreements relating to retail and the repurchase of farm implements under [Sections 39-59-10 to 39-59-130 of the South Carolina Code Annotated \(S.C. Code Ann. § 39-59-130\)](#).
- 20 years for actions on a contract in writing secured by a mortgage of real property ([S.C. Code Ann. § 15-3-520](#)).
- 20 years for actions on a contract under seal ([S.C. Code Ann. § 15-3-520](#)).

Accrual Date

The statute of limitations period starts to run for breach of contract claims on the date the injured party either discovered the breach or should have discovered the breach through the exercise of reasonable diligence (*RWE NUKEM Corp. v. ENSR Corp.*, [644 S.E.2d 730, 733 \(2007\)](#)).

For actions regarding franchise agreements relating to retail and repurchase of farm implements, the statute of limitations period does not accrue until the aggrieved party discovers the facts that constitute a violation ([S.C. Code Ann. § 39-59-130](#)).

Breach of Fiduciary Duty

4. *What is the statute of limitations for a breach of fiduciary duty claim in your jurisdiction?*

Limitations Period

Generally, the statute of limitations is three years for actions for a breach of a fiduciary duty (*Mazloom v. Mazloom*, [675 S.E.2d 746, 755 \(S.C. Ct. App. 2009\)](#)).

South Carolina imposes standards of conduct for directors of corporations, partnerships, and other business associations ([S.C. Code Ann. § 33-8-300\(a\)](#)). The statute of limitations for actions for failure to perform these duties is the earlier of either:

- Three years after the cause of action has accrued.

- Two years after the time when the cause of action is discovered or reasonably should have been discovered.

This limitations period does not apply to breaches of duty that have been concealed fraudulently. ([S.C. Code Ann. § 33-8-300\(e\)](#).)

Accrual Date

The statute of limitations period for a cause of action for breach of a fiduciary duty starts to run within three years of the time the person knew or should have known by exercise of reasonable diligence that he had a cause of action ([S.C. Code Ann. §§ 15-3-530\(5\)](#) and [15-3-535](#); [Rumpf v. Massachusetts Mut. Life Ins. Co.](#), 593 S.E.2d 183, 187 (S.C. Ct. App. 2004)).

Breach of Warranty

5. What is the statute of limitations for a breach of warranty claim in your jurisdiction?

Limitations Period

The statutes of limitations are:

- Three years for general breach of warranty claims ([S.C. Code Ann. § 15-3-530\(1\)](#), (5) and [Holly Woods Ass'n of Residence Owners v. Hiller](#), 708 S.E.2d 787, 793 (S.C. Ct. App. 2011)).
- Six years for a breach of warranty claim arising under Article 2 of the UCC ([S.C. Code Ann. § 36-2-725](#)).

Accrual Date

The limitations period starts to run:

- For general breach of warranty claims, when the underlying cause of action reasonably ought to have been discovered ([Holly Woods Ass'n](#), 708 S.E.2d at 793).
- For a breach of warranty claim arising under the UCC, when the breach is or should have been discovered ([S.C. Code Ann. § 36-2-725](#)).

Consumer Protection Statutes

6. What is the statute of limitations for a consumer protection claim in your jurisdiction?

Limitations Period

The statute of limitations is three years for claims brought under the South Carolina Unfair Trade Practices Act ([S.C. Code Ann. § 39-5-150](#)).

South Carolina has several other consumer protection statutes with specific limitations periods. South Carolina's

other consumer protection statutes include:

- South Carolina's consumer lending disclosure requirements. Claims under this statute must be brought within a year after the date of occurrence of the violation. ([S.C. Code Ann. § 37-5-203.](#))
- South Carolina's requirements for consumer credit counseling. Claims under this statute must be brought within three years of the latest of:
 - the consumer's last transmission of funds to the credit counseling organization;
 - the credit counseling organization's last disbursement to the consumer's creditors;
 - the credit counseling organization's last accounting to the consumer; or
 - the date on which the consumer reasonably discovered or reasonably should have discovered the facts that gave rise to the consumer's claim.

([S.C. Code Ann. § 37-7-117.](#))

- South Carolina's requirements relating to consumer loans. These claims must be brought within three years of the date the violation occurred but may be asserted after three years from the date the violation occurred as a matter of defense by recoupment or set-off in an action brought by a creditor to collect a debt. ([S.C. Code Ann. § 37-10-105.](#))
- South Carolina's motor vehicle sale and leasing requirements. These claims must be brought within three years. ([S.C. Code Ann. §§ 15-3-530\(2\)](#) and [37-13-40.](#))
- South Carolina's laws regarding prizes. Claims under this statute must be brought within three years. ([S.C. Code Ann. § 15-3-530\(2\)](#) and [37-15-80.](#))
- For damages or an injunction based on violations of South Carolina's credit reporting requirements must be brought within three years. ([S.C. Code Ann. §§ 15-3-530\(2\)](#) and [37-20-170.](#))
- South Carolina's laws regarding high-cost home loans. Claims under this statute must be brought within six years of the date the violation occurred and the original scheduled maturity date of the debt, but may be asserted after three years from the date the violation occurred as a matter of defense by recoupment or set-off in an action brought by a creditor to collect a debt. ([S.C. Code Ann. § 37-23-50.](#))
- South Carolina's laws regarding consumer home loans. Claims under this statute must be brought within six years of the occurrence of the violation and the original scheduled maturity date of the debt, but may be asserted after three years from the date of the occurrence of violation as a matter of defense by recoupment or set-off in an action brought by a creditor to collect a debt. ([S.C. Code Ann. § 37-23-70.](#))

Accrual Date

The limitations period starts to run when the unlawful conduct is discovered for any claims brought under the South Carolina Unfair Trade Practices Act ([S.C. Code Ann. § 39-5-150](#)).

There is no specific accrual date for claims based on violations of South Carolina's:

- Consumer lending disclosure requirements.
- Requirements for consumer credit counseling.

- Requirements relating to consumer loans.
- Motor vehicle sale and leasing requirements.
- Laws regarding prizes.
- Credit reporting requirements.
- Laws regarding high-cost home loans.
- Laws regarding consumer home loans.

The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown v. Finger*, 124 S.E.2d 781, 786 (S.C. 1962)). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co. v. M.B. Kahn Const. Co.*, 515 F. Supp. 64, 77 (D.S.C. 1979)).

Conversion

7. What is the statute of limitations for a conversion claim in your jurisdiction?

Limitations Period

The statute of limitations is three years for a conversion claim (S.C. Code Ann. §§ 15-3-530(4) and 15-3-530(5); *Walsh v. Woods*, 594 S.E.2d 548, 551 (S.C. Ct. App. 2004)).

Accrual Date

The limitations period starts to run when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co.*, 515 F. Supp. at 76).

Employment Matters

8. What is the statute of limitations for employment matters in your jurisdiction?

Limitations Period

The statutes of limitations are:

- One year for a cause of action based on the South Carolina Human Affairs Law. Pending administrative action does not toll the statute of limitations. (S.C. Code Ann. § 1-13-90(d)(6); *Martin v. Clemson University*, 654 F. Supp. 2d 410, 422 (D.S.C. 2009).)
- Three years for a cause of action under the South Carolina Payment of Wages Act (S.C. Code Ann. § 41-10-80).

- Three years for causes of action for payment of commissions to sales representatives (S.C. Code Ann. §§ 15-5-530(2) and 39-65-30).
- Three years for claims for negligent hiring, retention, and supervision against private corporations must (S.C. Code Ann. § 15-3-530; *Brown v. Pearson*, 483 S.E.2d 477, 482 (S.C. Ct. App. 1997)).
- Three years for claims for discrimination against union members under South Carolina's Right to Work (S.C. Code Ann. §§ 15-5-530(2) and 41-7-10).

Accrual Date

The limitations period begins to run:

- On the date of the violation for causes of action under the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-90(d)(6) and *Martin v. Clemson University*, 654 F. Supp. 2d 410, 421-22 (D.S.C. 2009)).
- On the date the wages become due for causes of action under the South Carolina Payment of Wages Act accrues (S.C. Code Ann. § 41-10-80).

For negligent hiring, retention, and supervision claims, the proper focus is on when the injured party knew his rights had been violated, even if he does not know the exact nature of the wrong (*Pearson*, 483 S.E.2d at 482).

There is no specific accrual date for causes of action for payment of commissions to sales representatives and for discrimination claims against union members under South Carolina law.

The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown*, 124 S.E.2d at 786). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co.*, 515 F. Supp. at 77).

Enforcement of Judgments

9. What is the statute of limitations for enforcing a judgment in your jurisdiction?

Limitations Period

The statute of limitations is ten years for actions to enforce judgments (*Wells ex rel. A.C. Sutton & Sons, Inc. v. Sutton*, 382 S.E.2d 14, 22 (S.C. Ct. App. 1989)). Judgments constitute a lien on real property for ten years and may not be revived (S.C. Code Ann. § 15-35-810).

The statute of limitations is also ten years for actions to domesticate a foreign judgment (*Abba Equip., Inc. v. Thomason*, 517 S.E.2d 235, 237 (S.C. Ct. App. 1999)).

Accrual Date

The limitations period begins to run on the date of entry of the judgment in South Carolina (S.C. Code Ann. §

15-35-810; *Commercial Credit Loans, Inc. v. Riddle*, 512 S.E.2d 123, 125 (S.C. Ct. App. 1999)).

The limitations period for domestication actions begins to run when the judgment debtor actually moves to South Carolina, not when the judgment creditor discovers that the judgment debtor has moved to South Carolina (*Abba Equip., Inc.*, 517 S.E.2d at 237).

Fraud

10. What is the statute of limitations for a fraud claim in your jurisdiction?

Limitations Period

The statute of limitations is three years for actions for fraud (S.C. Code Ann. § 15-3-530(7)).

Accrual Date

The limitations period begins to run with discovery of the fraud itself or of the facts that would have led to the knowledge of the fraud if pursued with reasonable diligence (*Burgess v. Am. Cancer Soc'y, S.C. Div., Inc.*, 386 S.E.2d 798, 799 (S.C. Ct. App. 1989)).

Fraudulent Concealment

11. What is the statute of limitations for a fraudulent concealment claim in your jurisdiction?

Limitations Period

See [Question 10](#).

Accrual Date

See [Question 10](#).

Insurance Bad Faith

12. What is the statute of limitations for an insurance bad faith claim in your jurisdiction?

Limitations Period

The limitations period is three years for causes of action relating to insurance bad faith (S.C. Code Ann. § 15-3-530(8)).

Accrual Date

The limitations period begins to run according to the discovery rule for claims against insurance companies (*Martin v. Companion Healthcare Corp.*, 593 S.E.2d 624, 627 (S.C. Ct. App. 2004)). According to the discovery rule, the statute of limitations begins to run when the underlying cause of action reasonably ought to have been discovered (*Martin*, 593 S.E.2d at 627).

However, for claims arising out of a refusal to pay insurance benefits, the limitations period begins to run on refusal to pay (*Bennett v. New York Life Ins. Co.*, 15 S.E.2d 743, 744 (S.C. 1941)).

Negligence

13. What is the statute of limitations for a negligence claim in your jurisdiction?

Limitations Period

The limitations period is three years (S.C. Code Ann. § 15-3-530(5)).

Accrual Date

The limitations period begins to run after the person knew or by the exercise of reasonable diligence should have known that he had a cause of action (S.C. Code Ann. § 15-3-535).

Products Liability

14. What is the statute of limitations for a products liability claim in your jurisdiction?

Limitations Period

The limitations period is three years for products liability claims related to personal injury, wrongful death, or property damage (S.C. Code Ann. §§ 15-3-530(4), 15-3-530(5), and 15-3-530(6)).

The limitations period is six years for claims for products liability based on breach of warranty (S.C. Code Ann. § 36-2-725).

Accrual Date

The limitations period begins when the injured party knows or by the exercise of reasonable diligence should have known that he had a cause of action, except for wrongful death claims, which accrue on the date of death (S.C. Code Ann. §§ 15-3-530(6), 15-3-535 and 36-2-725).

Shareholder Derivative Suits

15. What is the statute of limitations for a shareholder derivative suit in your jurisdiction?

Limitations Period

The statute of limitations depends on the nature of the underlying claim. For example, the limitations period is:

- Three years if the underlying claim is fraud (see [Question 10](#)).
- Three years if the underlying claim is a breach of trust or fiduciary duty (see [Question 4](#)).

Accrual Date

For causes of action against directors or stockholders of a monied corporation or a banking association to recover a penalty or forfeiture imposed or to enforce a liability created by law, the limitations period begins to run when the aggrieved party discovers the facts on which the penalty or forfeiture attached or the liability was created, unless otherwise provided in the law under which the corporation is organized ([S.C. Code Ann. § 15-3-530\(9\)](#)).

Third-party Contribution

16. What is the statute of limitations for a third-party contribution claim in your jurisdiction?

Limitations Period

The limitations period is one year for actions for contribution ([S.C. Code Ann. § 15-38-40](#)).

Accrual Date

In cases where the claim arises from a judgment, the limitations period begins when the judgment becomes final by lapse of time for appeal or after appellate review ([S.C. Code Ann. § 15-38-40](#)).

In cases where the claim does not arise from a judgment, the claim for contribution is barred unless the party seeking contribution has either:

- Discharged by payment the common liability within the statute of limitation period applicable to claimant's right of action against him and has commenced his action for contribution within one year after payment.
- Agreed while the action is pending against him to discharge the common liability and has within one year after the agreement paid the liability and commenced his action for contribution.

([S.C. Code Ann. § 15-38-40](#).)

Tortious Interference with Contract Rights

17. *What is the statute of limitations for claim of tortious interference with contract rights or business relationship in your jurisdiction?*

Limitations Period

The limitations period is three years ([S.C. Code Ann. § 15-3-530\(5\)](#)).

Accrual Date

The limitations period begins when the injured party knows or by the exercise of reasonable diligence should have known that he had a cause of action ([S.C. Code Ann. § 15-3-535](#)).

Trade Secret Misappropriation

18. *What is the statute of limitations for a trade secret misappropriation claim in your jurisdiction?*

Limitations Period

The limitations period is three years ([S.C. Code Ann. § 39-8-70](#)).

Accrual Date

The limitations period begins when the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered. A continuing misappropriation constitutes a single claim. ([S.C. Code Ann. § 39-8-70](#).)

Trademark Infringement

19. *What is the statute of limitations for a trademark infringement claim in your jurisdiction?*

Limitations Period

The limitations period is three years for trademark infringement claims ([S.C. Code Ann. § 15-3-530\(2\)](#)).

Accrual Date

There is no specific accrual date for trademark infringement claims.

The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown*, [124 S.E.2d at 786](#)). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co.*, [515 F. Supp. at 77](#)).

Unfair Competition

20. What is the statute of limitations for an unfair competition claim in your jurisdiction?

Limitations Period

The limitations period is three years for actions based on violations of:

- The South Carolina Unfair Trade Practices ([S.C. Code Ann. § 39-5-150](#)).
- Section 39-7-40 of South Carolina's Fair Trade Act ([S.C. Code Ann. § 15-3-530\(2\)](#)).
- The Fair Practices of Farm, Construction, Industrial and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers and Dealers Act. If a cause of action accrues against a person during the pendency against him of any civil, criminal, or administrative proceeding brought by the US, or any of its agencies, under the antitrust laws, the Federal Trade Commission Act or other federal act, or the laws of this South Carolina related to antitrust laws or to franchising, the statute of limitations is one year after the final disposition of the civil, criminal, or administrative proceeding. ([S.C. Code Ann. § 39-6-150](#).)
- South Carolina's laws regarding franchise agreements related to farm equipment under [Section 39-59-120 of the South Carolina Code Annotated](#) (S.C. Code Ann. § 15-3-530(2)).

Accrual Date

For claims brought under the South Carolina Unfair Trade Practices Act, the limitations period begins when the unlawful conduct is discovered ([S.C. Code Ann. § 39-5-150](#)).

For actions arising out of the Fair Practices of Farm, Construction, Industrial and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers and Dealers Act, the limitations period accrue on violation. However, if a liable person conceals the cause of action from the knowledge of the person entitled to bring it, the cause of action does not accrue until the violation is discovered. ([S.C. Code Ann. § 39-6-150](#).)

There is no specific accrual date for claims brought under Section 39-7-40 of South Carolina's Fair Trade Act and South Carolina's laws regarding franchise agreements. The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown*, 124 S.E.2d at 786). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co.*, 515 F. Supp. at 77).

Unjust Enrichment

21. What is the statute of limitations for an unjust enrichment claim in your jurisdiction?

Limitations Period

In South Carolina, a claim for unjust enrichment is an action in equity, not law (*Columbia Wholesale Co. v.*

Scudder May N.V., 440 S.E.2d 129 (S.C. 1994)). No statute of limitations apply to actions in equity (*Dixon v. Dixon*, 608 S.E.2d 849, 855 (S.C. 2005)).

Equitable causes of action, however, may be barred as untimely by the doctrine of **laches** (*Chambers of S.C., Inc. v. County Council for Lee County*, 434 S.E.2d 279, 280 (S.C. 1993)).

Accrual Date

There is no specific accrual date for unjust infringement claims

The general rule in South Carolina is that the cause of action accrues at the time the claim arises (*Brown*, 124 S.E.2d at 786). However, in certain situations where a discovery rule would be more equitable, South Carolina courts have held that the claim accrues when the injured party knows or by the exercise of reasonable diligence should know that he has a cause of action (*Campus Sweater and Sportswear Co.*, 515 F. Supp. at 77).

Wrongful Death & Survival

22. What is the statute of limitations for a wrongful death and survival claim in your jurisdiction?

Limitations Period

The statute of limitations is three years for an action for wrongful death (S.C. Code Ann. 15-3-530(6)).

Accrual Date

The limitations period starts to run on the date of death (S.C. Code Ann. 15-3-530(6)).

Other Commercial Causes of Action

23. Please describe any other statutes of limitations for commercial causes of action in your jurisdiction of which practitioners should be aware.

There are no other statutes of limitations for commercial causes of action in South Carolina.

Special Rules and Exceptions

24. Please list any special rules and exceptions that may toll or otherwise affect any of the statutes of limitations in the previous questions.

Case Stricken From Docket by Agreement

A party may strike its complaint from any docket one time as a matter of right if all parties adverse to that claim

agree in writing that both:

- The claim may be stricken.
- If the claim is restored on a motion made within one year of the date stricken, the statute of limitations will be tolled to all consenting parties during the time the case is stricken.

(S.C. R. Civ. P. 40(j).)

To toll the statute of limitations, an order restoring the case must be entered within one year after the claim is stricken ([Maxwell v. Genez](#), 591 S.E.2d 26, 28 (S.C. 2003)).

Equitable Tolling

Equitable tolling may suspend the running of a statute of limitations period where:

- Extraordinary circumstances prevented the plaintiff from filing despite his diligence.
- The plaintiff actively pursued his judicial remedies by filing a defective pleading during the statutory period or the claimant has been induced or tricked by the defendant's misconduct into allowing the filing deadline to pass.
- The plaintiff, despite all due diligence, is unable to obtain vital information bearing on the existence of the claim.

([Pelzer v. State](#), 662 S.E.2d 618, 620-21 (S.C. Ct. App. 2008).)

The doctrine, however, does not require wrongful conduct on the part of the defendant, such as fraud or misrepresentation ([Pelzer](#), 662 S.E.2d at 620-21).

Statute of Repose

No actions to recover damages based on or arising out of the defective or unsafe condition of an improvement to real property may be brought more than eight years after substantial completion of the improvement ([S.C. Code Ann. 15-3-640](#)).

A statute of repose is typically an absolute time limit beyond which liability no longer exists and is not tolled for any reason because to do so would upset the economic balance struck by the legislative body ([Capco of Summerville, Inc. v. J.H. Gayle Const. Co., Inc.](#), 628 S.E.2d 38, 41 (S.C. 2006)).

Tolling for Out-of-State Defendants

If a person is out of state when a cause of action accrues, an action may be started after the person returns to the state. If a person leaves and resides out of the state or remains continuously absent from the state for the space of one year or more after a cause of action has accrued against him, the time of his absence must not be deemed or taken as any part of the time limited for the start of the action. ([S.C. Code Ann. § 15-3-30](#).)

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