UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Rhode Island Recovery and Transport, LLC v. Carriage Insurance Agency, Inc.

C.A. No. 22-117 WES (D.R.I. Jan. 21, 2026) · No. C.A. No. 22-117 WES; 1:22-cv-00117 · Decided January 21, 2026

SUMMARY

This is a memorandum and order from the U.S. District Court for the District of Rhode Island ruling on defendant's motion for summary judgment and plaintiff's motion to amend in an insurance agent malpractice case. The court applied Rhode Island's three-year statute of limitations for insurance agent malpractice to most claims, but allowed two fraud claims to proceed. The plaintiff's motion to amend was denied as moot.

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	William E. Smith
JURISDICTION	U.S. District Court for the District of Rhode Island
DECIDED	January 21, 2026
DOCKET	C.A. No. 22-117 WES; 1:22-cv-00117
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on statute-of-limitations grounds, and plaintiff moved for leave to file a second amended complaint. The district court granted summary judgment in part, denied it in part, and denied the amendment motion as moot.
STANDARD OF REVIEW	Summary judgment is reviewed by examining the record in the light most favorable to the nonmovant and drawing all reasonable inferences in that party's favor. When summary judgment is based on an affirmative defense such as the statute of limitations, the defendant bears the burden of proof and must present conclusive evidence before the burden shifts to the plaintiff.
PRECEDENTIAL VALUE	unpublished district court memorandum; nonprecedential

TOPICS

insurance · statute of limitations · summary judgment · contract interpretation · civil procedure

PRACTICE AREAS

insurance · civil procedure · contracts · torts · commercial litigation

QUESTIONS PRESENTED

1. Whether Rhode Island's three-year statute of limitations for insurance-agent malpractice applied to plaintiff's negligence, breach-of-contract, and breach-of-fiduciary-duty claims.
2. Whether the same three-year limitations period applied to plaintiff's fraudulent misrepresentation and fraudulent concealment claims on the arguments presented by defendant.
3. Whether the discovery-rule exception tolled the limitations period because plaintiff allegedly learned additional facts in 2022 and 2025.
4. Whether plaintiff's motion for leave to file a second amended complaint remained viable after summary judgment disposed of the claims addressed by the proposed allegations.

HOLDINGS

1. Rhode Island General Laws § 9-1-14.1 applies to plaintiff's negligence claim because the claim challenged the quality, effectiveness, nature, or propriety of the professional insurance services Carriage rendered.
2. The three-year limitations period under § 9-1-14.1 applies to plaintiff's breach-of-contract and breach-of-fiduciary-duty claims because those claims were coextensive with the negligence claim and arose from the same alleged failure to procure appropriate insurance coverage.
3. Defendant did not establish entitlement to summary judgment on the fraudulent-misrepresentation and fraudulent-concealment claims because it argued only that those claims were duplicative of negligence, and the court found them not duplicative.
4. The discovery-rule exception did not toll the limitations period because plaintiff was on objective notice of a potential claim by December 2018, when it threatened to sue Carriage over the failure to obtain additional-insured coverage.
5. The motion for leave to amend was denied as moot because the proposed allegations concerned claims on which defendant was entitled to summary judgment, and the additional allegations would not affect their timeliness.

KEY QUOTATIONS

> *"Where, as here, a defendant moves for summary judgment on the basis of an affirmative defense — like the statute of limitations — the defendant bears the burden of proof and 'cannot attain summary judgment unless the evidence that he provides on that issue is conclusive.'"* (4)

> *"In short, and as the Rhode Island Supreme Court has advised, "[a] claimant cannot evade [§ 9-1-14.1] merely by failing to mention the word 'malpractice' when drafting the pleading in question.""* (7)

> *“The standard applied to [the discovery rule-]exception is objective: it ‘requires only that the plaintiff be aware of facts that would place a reasonable person on notice that a potential claim exists.’”* (12)

FACTUAL BACKGROUND

Rhode Island Recovery and Transport sought insurance coverage for itself and its repossession-company clients, who were to be named as additional insureds. Carriage Insurance Agency procured a policy but allegedly failed to ensure that the clients were covered. In December 2018, after a client discovered the lack of additional-insured status and withheld money from Rhode Island Recovery, the plaintiff threatened Carriage with legal action. Plaintiff did not sue until March 2022.

PROCEDURAL HISTORY

Plaintiff filed suit in March 2022 and asserted negligence, breach of contract, fraudulent and negligent misrepresentation, concealment, and breach of fiduciary duty in a seven-count amended complaint. Defendant moved for summary judgment contending that the claims were barred by Rhode Island's three-year limitations period for insurance-agent malpractice. Plaintiff opposed summary judgment and sought leave to supplement its pleadings with facts allegedly discovered after suit was filed. The court entered partial summary judgment for defendant, allowed the fraud claims to proceed, and denied the amendment motion as moot.

DISPOSITION

other

CASES CITED

- Hewes v. Pangburn, 162 F.4th 177, 196 (1st Cir. 2025)
- Quintana-Dieppa v. Department of the Army, 130 F.4th 1, 7 (1st Cir. 2025)
- Dusel v. Factory Mutual Insurance, 52 F.4th 495, 503 (1st Cir. 2022)
- Ouellette v. Beaupre, 977 F.3d 127, 135 (1st Cir. 2020)
- Torres Vargas v. Santiago Cummings, 149 F.3d 29, 35 (1st Cir. 1998)
- Asociación de Suscripción Conjunta del Seguro de Responsabilidad Obligatorio v. Juarbe-Jiménez, 659 F.3d 42, 50 n.10 (1st Cir. 2011)
- Bowen Court Associates v. Ernst & Young, 818 A.2d 721, 727 (R.I. 2003)
- Behroozi v. Kirshenbaum, 128 A.3d 869, 871, 873 (R.I. 2016)
- Broccoli v. Manning, 208 A.3d 1146, 1149-50 (R.I. 2019)
- Sharkey v. Prescott, 19 A.3d 62, 66 (R.I. 2011)
- Canavan v. Lovett, Schefrin and Harnett, 862 A.2d 778, 783 (R.I. 2004)