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Insights

Indiana Court of Appeals Upholds Two-Year Statute of Limitations for Deposit Account Disputes — Including Challenges to Overdraft Fees

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On April 20, 2026, the Indiana Court of Appeals affirmed the dismissal of a putative class action challenging overdraft fees assessed by an Indiana credit union, ruling Indiana's two-year statute of limitations on "[a]n action upon a deposit account" encompasses any cause of action premised on or concerning a deposit account. In *Haskins v. Financial Builders Federal Credit Union* No. 25A-PL-1810 (Ind. Ct. App. Apr. 20, 2026), the plaintiff, Jeffrey Haskins, challenged overdraft fees charged in 2022, more than two years before he filed suit in December 2024.

Haskins argued that his claim was governed by the ten-year statute of limitations for written contracts under Indiana Code § 34-11-2-11, on the theory that the overdraft fees arose from the "service" component of his account agreement rather than from a contract strictly for the payment of money. The trial court disagreed and granted the credit union's motion to dismiss based on the two-year statute of limitations in Indiana Code § 34-11-2-9. The Court of Appeals affirmed.

Why This Matters for Indiana Banks and Credit Unions

The Court of Appeals' published opinion is the culmination of efforts in the Indiana General Assembly to reinforce the nature of the contractual relationship between a financial institution and its depositor. In 2024, the General Assembly amended Indiana Code § 34-11-2-9 to shorten the limitations period for deposit account actions from six years – which is the general statute of limitations for actions on written contracts for the payment of money – down to two years. *Haskins* is the first appellate decision to interpret the current codification of Indiana Code § 34-11-2-9, and it resolves in favor of financial institutions the principal argument plaintiffs have advanced to escape the shorter limitations period — the claim that fee disputes are "service" claims subject to a ten-year statute of limitations.

What Happens Next

The plaintiff in *Haskins* may petition the Indiana Supreme Court for transfer. However, transfer is discretionary and the Supreme Court grants transfer in only a small percentage of cases.

Krieg DeVault's Involvement

Krieg DeVault LLP served as counsel to the Indiana Bankers Association and the Indiana Credit Union League, which participated as *amici curiae* in support of the credit union in the Court of Appeals.

Krieg DeVault's Financial Institutions and Financial Services Litigation attorneys are actively monitoring financial institution litigation risks impacting banks and credit unions and are available to provide guidance on

how best to protect your institution against these risks.

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