

RCW 64.35.415 Authorized exclusions—Defects. A qualified insurer may exclude any or all of the following items from a qualified warranty:

- (1) Weathering, normal wear and tear, deterioration, or deflection consistent with normal industry standards;
- (2) Normal shrinkage of materials caused by drying after construction;
- (3) Any loss or damage which arises while a unit is being used primarily or substantially for nonresidential purposes;
- (4) Materials, labor, or design supplied by an owner;
- (5) Any damage to the extent caused or made worse by an owner or third party, including:
 - (a) Negligent or improper maintenance or improper operation by anyone other than the declarant or its employees, agents, or subcontractors;
 - (b) Failure of anyone, other than the declarant or its employees, agents, or subcontractors, to comply with the warranty requirements of the manufacturers of appliances, equipment, or fixtures;
 - (c) Alterations to the unit, including converting nonliving space into living space or converting a unit into two or more units, by anyone other than the declarant or its employees, agents, or subcontractors while undertaking their obligations under the sales contract; and
 - (d) Changes to the grading of the ground by anyone other than the declarant or its employees, agents, or subcontractors;
- (6) An owner failing to take timely action to prevent or minimize loss or damage, including failing to give prompt notice to the qualified insurer of a defect or discovered loss, or a potential defect or loss;
- (7) Any damage caused by insects, rodents, or other animals, unless the damage results from noncompliance with the building code by the declarant or its employees, agents, or subcontractors;
- (8) Accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the declarant;
- (9) Bodily injury or damage to personal property or real property which is not part of a unit;
- (10) Any defect in, or caused by, materials or work supplied by anyone other than the declarant, an affiliate of a declarant, or their respective contractors, employees, agents, or subcontractors;
- (11) Changes, alterations, or additions made to a unit by anyone after initial occupancy, except those performed by the declarant or its employees, agents, or subcontractors as required by the qualified warranty or under the construction contract or sales agreement;
- (12) Contaminated soil;
- (13) Subsidence of the land around a unit or along utility lines, other than subsidence beneath footings of a unit or under driveways or walkways;
- (14) Diminution in the value of the unit. [2004 c 201 s 701.]