

# **YOUR TRUSTED HOME WARRANTY RESOURCE**

From foundation to  
fridge, PWSC offers a  
comprehensive line of  
warranty and insurance  
solutions.



**P W S C**  
HOME EXPERTS

# Risk Management Solutions for Home Builders



**Builder's Risk  
Insurance**



**General Liability  
Insurance**



**Insured Structural  
Warranties**



**Builder-Backed  
Warranties**



**System & Appliance  
Warranties**



**Customer Care  
Support Services**

## WHY PWSC?



### **Professional Partners**

PWSC's team of experts have over 100 years of combined experience working for top home builders. We aren't just warranty experts, we're construction & customer care experts too!



### **Cost Controls**

PWSC warranties help reduce or eliminate the cost (and extended exposure) of major structural defect claims. Plus, our competitive insurance programs often add coverage while reducing overall insurance expenses.



### **Sales Support**

Our programs do more than mitigate risk! PWSC has a variety of sales and marketing support tools to ensure your buyers understand their warranty and the value of choosing to build with a PWSC builder.

# Responding to Customer Calls About Cracks in Concrete Slabs

Cracks in concrete slabs are the most common topic homeowners call their builder about. Use this information and the crack gauge below to give concerned homeowners a satisfactory explanation.

Concrete Slab Perception	Concrete Slab Reality
<i>Concrete slabs form a home's structural foundation. Structural foundations should not crack. If they do, structural repairs are warranted.</i>	<i>Not all concrete slabs are "structural". Most cracks are common and expected. Misplaced structural repairs can cause unnecessary damage.</i>

- **Compressive Strength** - Concrete has excellent compressive strength, the ability to withstand heavy loads. It also gains strength with age. Compressive strength supports heavy loads like homes.
- **Weakness in Tension** - Concrete has low tensile strength, the ability to withstand bending or stretching. It will break under minimal tension. Concrete cracks often result from tension; different loads in different areas that produce tensile forces.
- **Shrinkage** - As concrete hardens and dries it shrinks from evaporation, up to 1 ½ inches per 100 feet. Shrinkage forces pull the slab apart, resulting in predictable cracks. A 50' X 50' slab may have up to ¾ inches of shrinkage cracks across each span.
- **Control Joints** - Control joints are intentionally created to limit and localize the effects of shrinkage, expansion, and other movement. Control joints can be cut into the concrete to induce cracking in a straight line. These cracks are normal and expected.
- **Non-Structural Concrete** – Building codes approve non-structural concrete, which is not essential to structural integrity. Non-structural concrete cracks may often be ignored or repaired relatively inexpensively if desired for aesthetic reasons or to stop water. Structural repairs like adding piers to non-structural concrete can cause damage.
- **Settlement** – Concrete can crack due to soil sinking, heaving, or shifting. All foundations settle, but there is little damage from uniform movement. Uneven settlement may cause differential cracking. That is why we measure horizontal and vertical displacement. Excessive differential cracking of structural concrete may warrant structural repairs.
- **Water and Expansive Soils** – Weather and other moisture impacts can cause soil to swell or shrink. Repeated cycles increase cracking. Expansive soils have absorptive clay that is particularly susceptible to swelling. Controlling moisture is key to limiting concrete movement and distress.

PWSC's experts reduce risk by understanding claims and educating homeowners on how homes perform and what's normal. We listen, collect information, communicate with builders, and share our third-party expertise. Most of PWSC's "structural" concrete claims start with homeowners worried and frustrated, but end with better understanding and no unneeded repairs or payments.

# 50-State Construction Law Summary

Contact PWSC to request a free copy of our complete Construction Law Reference Guide.

State	Statute of Limitations	Statute of Repose	Notice & Opportunity to Repair
Alabama	2 yrs. from discovery	7 yrs. after substantial completion	No
Alaska	3 yrs. for contracts; 2 yrs. for torts	10 yrs. after substantial completion	Yes
Arizona	6 yrs. for contracts; 3 yrs. for fraud; 2 yrs. for torts	8 yrs. (up to 9 yrs. for defects discovered in 8 <sup>th</sup> yr.)	Yes
Arkansas	5 yrs. for contracts; 3 yrs. for torts	4 yrs. after substantial completion (5 yrs. for property damage)	No
California	4 yrs. for contracts; 2 yrs. for personal injury; 3 yrs. for property damage	10 yrs. SB800 provides different timeframes for specific items ranging up to ten years including 4 years for plumbing and electrical systems, 5 years paint, and ten years for many other items such as leaking pipes or structural deficiencies.	Yes
Colorado	3 yrs. for contracts; 2 yrs. for torts	6 yrs. (2-yr. extension if discovered in yr. 5 or 6)	Yes
Connecticut	6 yrs. for contracts; 3 yrs. from accrual for torts; 2 yrs. for negligence	7 yrs. (extended up to 1 yr. for injuries in the final year)	No
Delaware	3 yrs. for contracts	6 yrs. (from earliest of various dates such as substantial completion or payment)	No
Florida	5 yrs. for contracts; 4 yrs. for construction defects	7 yrs. (from earlier of temporary certificate of occupancy (TCO), or 2) certificate of occupancy (CO), or 3) a certificate of completion; or the date of abandonment of construction if not completed	Yes
Georgia	6 yrs. for contracts; 2 yrs. for personal injury; 4 yrs. for damage to personal property	8 yrs. (may be extended 2 yrs. for personal injuries in 7 <sup>th</sup> or 8 <sup>th</sup> yr.)	Yes
Hawaii	2 yrs. for negligence; 6 yrs. for contracts	10 yrs.	Yes
Idaho	5 yrs. for contracts; 2 yrs. for personal injury	Tort actions must be brought within 6 yrs. after final completion	Yes
Illinois	4 yrs. for construction defect based on contract or tort	10 yrs. (4-yr. extension for issues discovered within the 10 yrs.)	No
Indiana	10 yrs. for contracts; 2 yrs. for torts	10 yrs., or 12 yrs. after submission of plans for design defect action; 2-yr. extension for injury occurring in 9 <sup>th</sup> or 10 <sup>th</sup> yr.	Yes
Iowa	10 yrs. for contracts; 2 yrs. for personal injury; 5 yrs. for property damage	10 yrs. after the date on which the act or omission has occurred	No
Kansas	5 yrs. for contracts; 2 yrs. for torts	10 yrs. for tort	Yes
Kentucky	10 yrs. for contracts; 1 yr. for personal injury; 2 yrs. for property damage	7 yrs. after substantial completion (may be extended to 8 yrs. for injuries to person or property that occur in 7 <sup>th</sup> yr.)	Yes
Louisiana	10 yrs. for contracts; 1 yr. for torts	5 yrs. for contract, tort, or otherwise (may be extended up to 6 yrs. for injuries in 5 <sup>th</sup> yr.); 10 yrs. for actions against contractors or architects	No
Maine	20 yrs. for contracts; 6 yrs. for torts	Action must be brought 4 yrs. from discovery of negligence, but no more than 10 yrs. from substantial completion of construction contract	No
Maryland	3 yrs. for contracts and torts	20 yrs. for improvements to real property (from date improvement became available) and 3 yrs. from accrual; No cause of action for claims against professional for injuries occurring more than 10 yrs. after improvement (and 3 yrs. from accrual)	No
Massachusetts	6 yrs. for contracts; 3 yrs. for torts	Action must be brought 3 yrs. from action accruing but no more than 6 yrs. after the earlier of opening the improvement for use, or substantial completion of improvement	No
Michigan	6 yrs. for contracts; 3 yrs. for torts	6 yrs. after occupancy, use, or acceptance of improvement, extended to 10 yrs. for gross negligence	No
Minnesota	2 yrs. from discovery of injury for contracts or torts	10 yrs. after substantial completion (may be extended up to 2 yrs. for defect occurring in 9 <sup>th</sup> or 10 <sup>th</sup> yr.)	Yes



State	Statute of Limitations	Statute of Repose	Notice & Opportunity to Repair
Mississippi	3 yrs. for contracts and torts	6 yrs. from written acceptance or actual occupancy or use, whichever is first (does not apply in case of wrongful death)	No
Missouri	5 yrs. for contracts and torts	10 yrs. from completion	Yes
Montana	8 yrs. for contracts; 3 yrs. for personal injury; 2 yrs. for property damage	10 yrs. from completion (with 1 yr. extension for injuries occurring in 10th yr.); does not apply to actions based on written contract	Yes
Nebraska	5 yrs. for contracts; 4 yrs. for torts and for breach of warranty or design defect; 2 yrs. for professional negligence	10 yrs. after the act giving rise to the cause of action	No
Nevada	6 yrs. for contracts; 2 yrs. for personal injury; 3 yrs. for property damage; 4 yrs. from actual knowledge	10 yrs. after substantial completion	Yes
New Hampshire	3 yrs. for contracts and torts	8 yrs. from substantial completion	Yes
New Jersey	6 yrs. for contracts and property damage; 2 yrs. for personal injury	10 yrs. after performance or furnishing of services and construction	No
New Mexico	6 yrs. for contracts; 3 yrs. for personal injury; 4 yrs. for property damage	10 yrs. from substantial completion	Yes
New York	6 yrs. for contracts; 3 yrs. for torts	No statute of repose	No
North Carolina	3 yrs. for contracts and torts	6 yrs. from later of substantial completion or last act or omission giving rise to cause of action	No
North Dakota	6 yrs. for contracts and torts	10 yrs. after substantial completion (may be extended to 12 yrs. for injuries occurring in 10th yr.)	No
Ohio	8 yrs. for contracts; 2 yrs. for torts	10 yrs. from substantial completion (2-yr. extension for defects discovered in last two yrs.)	Yes
Oklahoma	5 yrs. for contracts; 2 yrs. for torts	10 yrs. after substantial completion	No
Oregon	6 yrs. for contracts and property damage; 2 yrs. for personal injury	10 yrs. after substantial completion	Yes
Pennsylvania	4 yrs. for contracts; 2 yrs. for torts	12 yrs. after completion (may be extended to 14 yrs. for injuries occurring between 10th and 12th yrs.)	No
Rhode Island	10 yrs. for contracts; 3 yrs. for personal injury; 10 yrs. for property damage	10 yrs. after substantial completion for tort actions; 10 yrs. for warranty claims	No
South Carolina	3 or 10 yrs. for contracts; 3 yrs. torts	8 yrs. after substantial completion	Yes
South Dakota	6 yrs. for contracts and property damage; 3 yrs. for personal injury	10 yrs. after substantial completion (may be extended up to 11 yrs. for injuries occurring during 10th yr.)	Yes
Tennessee	6 yrs. for contracts; 1 yr. for personal injury; 3 yrs. from accrual; 3 yrs. for property damage	4 yrs. after substantial completion (may be extended to 5 yrs. for injuries occurring during 4 <sup>th</sup> yr.)	Yes
Texas	4 yrs. for contracts; 2 yrs. for torts	10 yrs. after substantial completion but if there is a 1-2-6 warranty, <b>structural claims may be limited to 6 yrs.</b>	Yes
Utah	6 yrs. for contracts; 4 yrs. for personal injury; 3 yrs. for property damage	6 yrs. for contracts and warranty claims; 9 yrs. for all others (may be extended up to 2 yrs. for causes of action discovered in 8th or 9th yrs.)	No
Vermont	6 yrs. for contracts; 3 yrs. for torts	Vermont does not have a construction-specific statute of repose. Civil actions must commence within 6 yrs. after the cause of action accrues.	No
Virginia	5 yrs. for contracts and property damage; 2 yrs. for personal injury	5 yrs. after performance or furnishing of services and construction	No
Washington	6 yrs. for contracts; 3 yrs. for torts	6 yrs. after later of substantial completion or termination of services	Yes
Washington, D.C.	3 yrs. for contracts and torts	10 yrs. after substantial completion	No
West Virginia	5 or 10 yrs. for contracts; 2 yrs. for torts	10 yrs. after performance or furnishing of services or construction	Yes
Wisconsin	6 yrs. for contracts and property damage; 3 yrs. for personal injury	7 yrs. after substantial completion (may be extended 3 yrs. for damages sustained in the last 3 yrs.)	Yes
Wyoming	10 yrs. for contracts; 4 yrs. for torts	10 yrs. from substantial completion (may be extended up to 1 yr. for injuries occurring in 9th yr.)	No

Contact PWSC for more information or to request the complete Construction Law Reference Guide.  
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## About PWSC

PWSC is a nationally recognized home warranty and insurance provider with deep residential construction expertise. A modern approach to risk management and a customer-driven strategy remain at the forefront of our solutions as well as our overall corporate principles. We stand as a thought leader in the industry, delivering value, resolving challenges, and mitigating risk.



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