

**RCW 6.15.010**  
**Exempt property.**

Except as provided in RCW [6.15.050](#), the following personal property shall be exempt from execution, attachment, and garnishment:

(1) All wearing apparel of every individual and family, but not to exceed ~~one thousand~~ [two thousand five hundred](#) dollars in value in furs, jewelry, and personal ornaments for any individual [or five thousand dollars for a community](#).

(2) All private libraries of every individual, but not to exceed ~~fifteen hundred~~ [three thousand dollars](#) and all family pictures and keepsakes.

(3) To each individual or, as to community property of spouses maintaining a single household as against a creditor of the community, to the community:

(a) The individual's or community's household goods, appliances, furniture, and home and yard equipment, not to exceed ~~two thousand seven hundred~~ [ten thousand](#) dollars in value for the individual or ~~five thousand four hundred~~ [twenty thousand](#) dollars for the community, [no single item to exceed seven hundred fifty dollars](#), said amount to include provisions and fuel for the comfortable maintenance of the individual or community;

(b) Other personal property, except personal earnings as provided under RCW [6.15.050](#)(1), not to exceed ~~two~~ [ten](#) thousand dollars in value, of which not more than ~~two hundred~~ [two thousand five hundred](#) dollars in value may consist of cash, and of which not more than ~~two hundred~~ [two thousand five hundred](#) dollars in value may consist of bank accounts, savings and loan accounts, stocks, bonds, or other securities;

(c) For an individual, a motor vehicle used for personal transportation, not to exceed ~~two thousand five hundred~~ [five thousand](#) dollars or for a community two motor vehicles used for personal transportation, not to exceed ~~five~~ [ten](#) thousand dollars in aggregate value;

(d) Any past due, current, or future child support paid or owed to the debtor, which can be traced;

(e) All professionally prescribed health aids for the debtor or a dependent of the debtor; and

(f) To any individual, the right to or proceeds of a payment not to exceed ~~sixteen thousand one hundred fifty~~ twenty-five thousand dollars on account of personal bodily injury, ~~not including pain and suffering or compensation for actual pecuniary loss,~~ of the debtor or an individual of whom the debtor is a dependent; or the right to or proceeds of a payment in compensation of loss of future earnings of the debtor or an individual of whom the debtor is or was a dependent, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor. The exemption under this subsection (3)(f) does not apply to the right of the state of Washington, or any agent or assignee of the state, as a lienholder or subrogee under RCW [43.20B.060](#).

(4) To each qualified individual, one of the following exemptions:

(a) To a farmer, farm trucks, farm stock, farm tools, farm equipment, supplies and seed, not to exceed five twenty-five thousand dollars in value;

(b) To a physician, surgeon, attorney, clergyman, or other professional person, the individual's library, office furniture, office equipment and supplies, not to exceed five twenty-five thousand dollars in value;

(c) To any other individual, the tools and instruments and materials used to carry on his or her trade for the support of himself or herself or family, not to exceed five twenty-five thousand dollars in value.

For purposes of this section, "value" means the reasonable market value of the debtor's interest in an article or item at the time it is selected for exemption, exclusive of all liens and encumbrances thereon.

(5) Tuition units, under chapter [28B.95](#) RCW, or contributions to an account in accordance with § 529(b)(1)(A) of the Internal Revenue Code, purchased more than two years prior to the date of a bankruptcy filing or court judgment.

## **RCW 48.18.430**

### **Exemption of proceeds, commutation — Annuities.**

(1) The benefits, rights, privileges, and options under any annuity contract that are due the annuitant who paid the consideration for the annuity contract are not subject to execution and the annuitant may not be compelled to exercise those rights, powers, or options, and creditors are not allowed to interfere with or terminate the contract, except:

(a) As to amounts paid for or as premium on an annuity with intent to defraud creditors, with interest thereon, and of which the creditor has given the insurer written notice at its home office prior to making the payments to the annuitant out of which the creditor seeks to recover. The notice must specify the amount claimed or the facts that will enable the insurer to determine the amount, and must set forth the facts that will enable the insurer to determine the insurance or annuity contract, the person insured or annuitant and the payments sought to be avoided on the basis of fraud.

(b) The total exemption of benefits presently due and payable to an annuitant periodically or at stated times under all annuity contracts may not at any time exceed ~~two thousand five hundred~~ five thousand dollars per month for the length of time represented by the installments, and a periodic payment in excess of ~~two thousand five hundred~~ five thousand dollars per month is subject to garnishee execution to the same extent as are wages and salaries.

(c) If the total benefits presently due and payable to an annuitant under all annuity contracts at any time exceeds payment at the rate of two thousand five hundred five thousand dollars per month, then the court may order the annuitant to pay to a judgment creditor or apply on the judgment, in installments, the portion of the excess benefits that the court determines to be just and proper, after due regard for the reasonable requirements of the judgment debtor and the judgment debtor's dependent family, as well as any payments required to be made by the annuitant to other creditors under prior court orders.

(2) The benefits, rights, privileges, or options accruing under an annuity contract to a beneficiary or assignee are not transferable or subject to commutation, and if the benefits are payable periodically or

at stated times, the same exemptions and exceptions contained in this section for the annuitant apply to the beneficiary or assignee.

(3) An annuity contract within the meaning of this section is any obligation to pay certain sums at stated times, during life or lives, or for a specified term or terms, issued for a valuable consideration, regardless of whether or not the sums are payable to one or more persons, jointly or otherwise, but does not include payments under life insurance contracts at stated times during life or lives, or for a specified term or terms.