KNIGHT
MEDIATIONS



THE COMPLETE GUIDE

INSURANCE CLAIM MEDIATION IN OKLAHOMA.

How claims stall, what Oklahoma law expects of insurers, every option for resolving a dispute, and how to walk out of mediation with a check instead of a lawsuit.

BY FAITH KNIGHT · FOR POLICYHOLDERS, ADJUSTERS AND COUNSEL

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HOW TO USE THIS GUIDE

Policyholders: read chapters 01 through 04 as soon as a claim stalls, and start the worksheets in chapter 05 today. Adjusters and counsel: chapters 04, 07 and 08 cover what makes claim mediations settle.

This guide explains Oklahoma law and practice in general terms. Your policy language controls, and an attorney can tell you how the law applies to your claim.

MOST CLAIM FIGHTS ARE ABOUT ONE OF THREE THINGS.

Whether it's covered, what work it needs, and what that work costs. Name which one you're in, and half the dispute is already solved.

CHAPTER ONE

01 WHY CLAIMS STALL.

Most insurance claims are paid without a fight. When one isn't, it almost always comes down to the same few disagreements. Identifying which one you're in is the first step to ending it.

1 COVERAGE

Does the policy cover this loss at all? Exclusions, wear and tear versus storm damage, late notice, policy conditions. Usually the hardest category, and the one most likely to need counsel.

2 SCOPE

What work does the damage require? Repair or replace a roof, one slope or all, matching siding, interior damage, code upgrades. Often settled with the right inspection and photographs.

3 PRICE

What should the agreed work cost? Line-item pricing, overhead and profit, depreciation, contractor versus carrier estimates. The most negotiable of the three.

A FOURTH PROBLEM

Time. A claim can stall simply because no one is moving it. Oklahoma law sets response deadlines; chapter 02 has the numbers.

WHY MEDIATION FITS THESE DISPUTES

Claim disputes are mostly about information and numbers, and both sides usually want the same thing: to close the file at a fair amount without paying lawyers and experts for years. Mediation puts the policyholder, the contractor's estimate, the adjuster and the person with settlement authority in one conversation, with a neutral who can test both sides' numbers.

WHO THIS GUIDE IS FOR

Homeowners and business owners with a stalled property claim; adjusters and claim managers; and attorneys on either side who want a mediation that settles. The same principles apply to auto, liability and commercial claims.

OKLAHOMA CLAIMS, BY THE NUMBERS.

30 DAYS

TO ACKNOWLEDGE YOUR CLAIM

A property and casualty insurer must acknowledge receipt of a claim within 30 days after notification, unless it pays within that time. (36 O.S. § 1250.6)

30 DAYS

TO ANSWER YOUR LETTERS

An insurer must give an adequate response within 30 days to a pertinent written communication, including email, that reasonably suggests a response is expected. (36 O.S. § 1250.4)

45 DAYS

TO ACCEPT OR DENY

After a properly executed proof of loss, the insurer must accept or deny the claim, or explain in writing why it needs more time. (36 O.S. § 1250.7; OAC 365:15-3-7)

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TO ASK THE STATE FOR HELP

The Oklahoma Insurance Department's Consumer Assistance Division reviews complaints free of charge: 1-800-522-0071, or (918) 295-3700 in Tulsa.

EAGLE

STATE MEDIATION PROGRAM

The Department's free EAGLE Mediation Program helps policyholders and insurers settle disputes. Both sides must agree, and participants need full settlement authority.

1 CARD

EVERY ROOFER NEEDS

Roofing contractors must be registered annually with the Construction Industries Board. Ask to see it before you sign. (59 O.S. § 1151.3)

Timelines summarize the Unfair Claims Settlement Practices Act, 36 O.S. § 1250.1 et seq., and Department rules. The Act is enforced by the Insurance Department; ask an attorney how it bears on your claim.

CHAPTER THREE

THE ROAD FROM LOSS TO PAYMENT.

Most stalled claims went wrong at one identifiable step. Find yours on the road.



1 · THE LOSS

Photograph everything before anything is moved or repaired, with dates. Note the storm date and time.

2 · REPORT AND PROTECT

Report promptly. Make reasonable temporary repairs to prevent more damage and keep every receipt; most policies require it.

3 · INSPECTION

Be there if you can, with your contractor. Ask the adjuster what they found and what they didn't inspect.

4 · ESTIMATE

Compare the carrier's estimate line by line with your contractor's. Most disputes live in the difference.

5 · DECISION

Payment, partial payment or denial. Get every decision in writing, with the policy language relied on.

6 · DISPUTE

Ask for reconsideration with new evidence, then use the options in chapter 04, from the least formal to the most.

7 · PAYMENT

Often in stages: actual cash value first, then recoverable depreciation after repairs. Chapter 06 explains the math.

WATCH THE CLOCK

Policies and Oklahoma law set deadlines for proof of loss and for filing suit, sometimes shorter than people expect. If a claim is stalled, talk to an attorney before time runs.

CHAPTER FOUR

YOUR OPTIONS WHEN YOU DISAGREE.

From the least formal to the most. You don't have to climb every rung, and some can run at the same time.

OPTION	WHO DECIDES	BEST FOR	KEEP IN MIND
Reconsideration	The insurer	Missed damage, new photos, a second inspection	Put it in writing, with evidence
OID complaint	The insurer, under review	Delay, no response, handling problems	Free; reviews compliance, not your claim's value
Appraisal	Appraisers and an umpire	Disputes over the amount of loss	Policy-based; typically doesn't decide coverage
Mediation	You and the insurer	Scope, price and many coverage disputes	Voluntary unless ordered; you control the outcome
Lawsuit	A judge or jury	Coverage denials, bad faith	Slowest and costliest; mediation often happens anyway

EAGLE MEDIATION

The Oklahoma Insurance Department's free program. Both the policyholder and the insurer must agree to take part, and participants need full settlement authority.

BAD FAITH

Oklahoma recognizes an insurer's implied duty to deal fairly and in good faith with its insured (*Christian v. American Home Assurance Co.*, 1977 OK 141). Whether a claim supports bad faith is a question for counsel.

PRIVATE MEDIATION OR EAGLE?

Both work the same way at the table. The state program is free; a private mediator lets the parties choose the neutral, the date and the format, and can be scheduled whether or not a complaint is pending. In litigated cases, courts often expect mediation before trial, and counsel usually choose a private mediator.

APPRAISAL AND MEDIATION TOGETHER

Appraisal answers how much; it usually can't answer whether the loss is covered. When a dispute mixes both, mediation can settle the whole claim at once, or settle coverage so appraisal can handle the number.

WHEN TO BRING IN A LAWYER

For a coverage denial, a large loss, a possible bad faith claim, an approaching deadline, or any time the other side has counsel. Public adjusters can also help with documentation and estimates; ask how they're paid.

05

CHAPTER FIVE · WORKSHEET

THE CLAIM LOG.

Every call, email, inspection and letter, in one place. A clean log is the single most persuasive document in a claim mediation, and the first thing an attorney will ask for.

CLAIM NO.	POLICY NO.	DATE OF LOSS	ADJUSTER

DATE	WHO	HOW	WHAT WAS SAID OR SENT	FOLLOW-UP DUE

Tip: after every phone call, send a short email confirming what was said. It turns a memory into a record, and it starts the 30-day response clock.

THE ESTIMATE COMPARISON

Put the two estimates side by side. Mark each difference as coverage (C), scope (S) or price (P). This one page often shows both sides that the real gap is smaller, and more specific, than it felt.

ITEM	YOUR CONTRACTOR	CARRIER	DIFFERENCE	C / S / P	NOTES
Roof					
Gutters and downspouts					
Siding and trim					
Windows and screens					
Fence, deck, outbuildings					
Interior repairs					
Contents					
Code upgrades					
Overhead and profit					
Additional living expense					
Totals					

THE EVIDENCE FILE

☐ The full policy, with declarations and endorsements

☐ Storm date evidence: weather reports, news, neighbors' claims

☐ Every letter and email from the insurer

☐ Engineer or contractor reports

☐ The claim log on page 7

☐ Photos and video, dated, before and after

☐ Every estimate, invoice and receipt

☐ The adjuster's inspection report, if provided

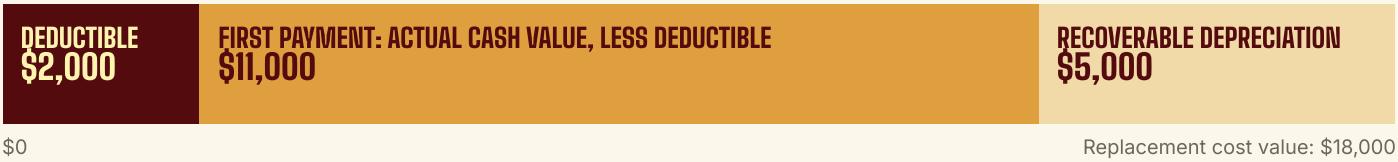
☐ Temporary repair receipts

☐ Mortgage company contact, if checks name the lender

CHAPTER SIX

ACV, RCV AND THE MONEY MATH.

The single most common source of confusion in a property claim is why the first check is smaller than the estimate. Here's how replacement cost policies usually work. Your policy's definitions control.



REPLACEMENT COST

What it costs to repair or replace with like kind and quality today. In the example, $18,000.

ACTUAL CASH VALUE

Replacement cost minus depreciation for age and wear. Here, $18,000 − $5,000 = $13,000, less the $2,000 deductible: an $11,000 first check.

RECOVERABLE DEPRECIATION

The $5,000 held back until the work is done and documented, then paid if the policy allows. Missing this step is the costliest mistake policyholders make.

Illustration only. Some policies pay actual cash value only, or depreciate differently, or limit roof coverage by age. Read your declarations page.

WHO IS THE CHECK MADE OUT TO?

If you have a mortgage, the insurer may name your lender on the check. Call the lender early to learn its process for endorsing and releasing repair funds; it can add weeks. In a settlement, say who receives the money and how.

CHAPTER SEVEN

PREPARING FOR CLAIM MEDIATION.

FOR POLICYHOLDERS

- Finish the claim log and estimate comparison.
- Bring your contractor's itemized estimate, and ideally the contractor, in person or by phone.
- Know your number: the least you could accept and still repair properly.
- Know your alternative: ask your attorney what a lawsuit or appraisal would realistically cost and take.
- Decide what matters besides money: timing, a reinspection, a matching repair.

FOR ADJUSTERS AND COUNSEL

- Bring the person with full settlement authority, or have them reachable all day.
- Send the mediator the claim file, estimates, photos and correspondence in advance.
- Know the reserve and the cost of defense, and the risk of an adverse result.
- Identify liens, mortgagees and any subrogation interests before the session.
- Bring a draft release that fits the case.

THE MEDIATION STATEMENT

A few days before the session, each side sends the mediator a short, confidential summary: the loss, the policy, what's been paid, what's in dispute and why, and what each side has offered. Attach the estimates and the key photos. Statements that name the real gap, coverage, scope or price, lead to faster sessions.

EXPERTS AND SITE VISITS

If the disagreement is about cause or scope, consider a joint reinspection or an independent engineer before mediation. It's far cheaper than arguing about photographs for a day.

THE BEST-PREPARED SIDE IN A CLAIM MEDIATION IS USUALLY THE ONE WITH THE CLEANEST FILE, NOT THE LOUDEST ARGUMENT.

CHAPTER EIGHT

THE DAY, AND THE SETTLEMENT TERMS.

Most claim mediations run a half day, with a short joint session and then private caucuses. Expect the first numbers to be far apart, and the steps to shrink as the day goes on.

MEDIATOR INTRODUCTION

Ground rules, confidentiality and who has authority.

PARTY PRESENTATIONS

Each side's brief summary of the claim and the gap.

CAUCUS

Private rooms. The mediator tests each side's numbers, cause and scope arguments, and risk.

CLOSING THE GAP

Bracketing, conditional offers, sometimes a mediator's proposal both sides answer confidentially.

BEFORE YOU SIGN.

HOW MUCH	is paid, and is it new money or does it include prior payments?
TO WHOM	is it paid: you, your contractor, your lender, your attorney?
BY WHEN	is it paid, and what happens if it's late?
DEPRECIATION	Is recoverable depreciation included, waived or still available?
RELEASE	What claims are released, and is anything excluded (other policies, future damage, other parties)?
LIENS	Are mortgage, medical or subrogation interests handled?

CHAPTER NINE

CONTRACTORS, STORMS AND RED FLAGS.

After every big Oklahoma hailstorm, out-of-town crews knock on doors. Many are honest. Some aren't. A bad contractor can turn a simple claim into a long dispute.

DO

- Ask to see the contractor's current registration with the Construction Industries Board.
- Get more than one written, itemized estimate.
- Get a written contract with the price, scope, start date and warranty.
- Pay as work is completed, not all up front.
- Keep your insurer informed about who is doing the work.

RED FLAGS

- An offer to "cover" or "waive" your deductible.
- Pressure to sign the same day, or a contract with blanks.
- A request for a large cash payment up front.
- No local address, no registration, no references.
- A contractor who wants to "handle" your claim for you, or talks you out of reading what you sign.

IF SOMETHING FEELS WRONG

Call the Oklahoma Insurance Department at 1-800-522-0071, or check a roofer's registration with the Construction Industries Board before you sign anything. If you already signed, ask an attorney about your options right away.

A GOOD CONTRACTOR MAKES THE CLAIM SIMPLER. A BAD ONE MAKES IT A CASE.

In mediation, a clear, itemized estimate from a registered contractor who can explain every line is often the most persuasive evidence in the room.

CHAPTER TEN

AFTER THE SETTLEMENT.

DAY 1

Keep the signed memorandum. Calendar the payment date and every condition. Tell your contractor and lender what was agreed.

WEEKS 1–4

Review the release before signing it; it should match the memorandum. Endorse and deposit payments as agreed.

AFTER REPAIRS

If depreciation is still recoverable, submit final invoices and photos promptly. Keep everything for your records and your next policy renewal.

WORDS YOU'LL HEAR.

DECLARATIONS PAGE

The policy summary: coverages, limits, deductibles.

PROOF OF LOSS

A sworn statement of the claimed loss the policy may require.

SUPPLEMENT

A request for additional payment for damage found or costs incurred after the first estimate.

APPRAISAL

A policy process for deciding the amount of loss through appraisers and an umpire.

RESERVATION OF RIGHTS

Notice that the insurer is handling a claim while reserving the right to deny coverage.

PUBLIC ADJUSTER

A licensed adjuster hired by the policyholder, usually for a percentage of the claim.

SETTLEMENT AUTHORITY

The power to agree to a settlement on a party's behalf.

RELEASE

The document giving up claims in exchange for the settlement.

More terms, with citations: **knightmediations.com/guides/mediation-glossary**

ONE LAST THING

I'VE SAT ON THE OTHER SIDE OF THE CLAIM.

Before I was a mediator, I worked in insurance claims and risk management, and I still love that work. I know how a claim file is built, why reserves matter, what an adjuster needs to close a file, and how frustrating a stalled claim feels from the kitchen table. That's what I bring to a claim mediation: respect for both sides of the file, and a steady focus on the number that ends it.



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Sources: Unfair Claims Settlement Practices Act, 36 O.S. § 1250.1 et seq. (§§ 1250.4, 1250.6, 1250.7); OAC 365:15-3; Oklahoma Insurance Department, Consumer Assistance and EAGLE Mediation Program; Roofing Contractor Registration Act, 59 O.S. § 1151.1 et seq.; Christian v. American Home Assurance Co., 1977 OK 141. General information, not legal advice; your policy controls. Reviewed November 2026. Free to print and share. © 2026 Knight Mediations.

HARD CASES. SETTLED.