

STATE OF OKLAHOMA

2nd Session of the 60th Legislature (2026)

HOUSE BILL 2933

By: Tedford

AS INTRODUCED

An Act relating to insurance; directing that personal and commercial property insurers shall file certain report by specified date; providing manner in which report shall be filed; providing required content of report; clarifying that reports shall be treated as working papers and documents; permitting Insurance Commissioner to use reports to determine whether market conduct examination or investigation should be conducted; establishing penalty for violation; amending 36 O.S. 2021, Section 942, which relates to motor vehicle liability or collision policies; clarifying traffic records not to be used by insurers in modifying rates or determining refusal or renewal of a policy; amending 36 O.S. 2021, Section 943, which relates to circumstances insurers are prohibited from canceling, increasing rates, or refusing to issue or renew motor vehicle policies; prohibiting insurers from canceling, refusing to renew or terminate, or increasing policy premiums based on first claim against policy; clarifying circumstances under which policies may be canceled, not renewed or terminated, or premiums increased; amending 36 O.S. 2021, Section 961, which relates to premium discounts or rate reductions for resistance to tornado or other wind events; modifying circumstances under which insurance companies shall provide a premium discount or rate reduction; modifying citations; amending 36 O.S. 2021, Section 962, which relates to premium discount or rate reduction for resistance to tornado or other wind events for retrofit properties; modifying circumstances under which insurance companies shall provide a premium discount or rate reduction; modifying citations; amending 36 O.S. 2021, Section 1204, as amended by Section 16, Chapter 360, O.S.L.

2024 (36 O.S. Supp. 2025, Section 1204), which relates to unfair methods of competition and unfair or deceptive acts or practices; prohibiting insurers from conditioning coverage on the enforcement of certain laws related to structures damaged by a peril insured against; directing insurers providing certain additional coverage to consider all building codes as being strictly enforced; amending 36 O.S. 2021, Section 1250.4, which relates to claim files and responses to inquiries; modifying timeline for response to Insurance Commissioner inquiries; establishing that the Insurance Commissioner's dispute resolution program shall be subject to the laws and protections of the Dispute Resolution Act; establishing that only the policyholder may request mediation; making mediation voluntary except under listed circumstances; defining term ; requiring claims to be submitted and fully processed through the Insurance Department's consumer complaint program before qualifying for mediation; requiring all parties to negotiate in good faith; clarifying dispute is not required to be resolved in mediation; providing procedure for rescinding settlement by policyholder; providing procedure for mediation conference; establishing when an insurer will be deemed to have failed to appear; establishing penalty for violation by insurer; permitting Insurance Commissioner rule-making authority; amending 36 O.S. 2021, Section 1250.6, which relates to property and casualty insurers, receipt of claims, and inquiries from the Insurance Commissioner; modifying timeline for insurers to acknowledge receipt of claim; requiring acknowledgement include Homeowner Claims Bill of Rights; requiring insurer to send detailed estimate where applicable; requiring insurers issuing a personal lines residential property insurance policy to include Homeowner Claims Bill of Rights; providing minimum statement of Homeowner Claims Bill of Rights; establishing violation shall be a violation of the Unfair Claims Settlement Practices Act; amending 36 O.S. 2021, Section 1250.7, which relates to denial or acceptance of claims by property and casualty insurer; modifying timeline for acceptance or denial of claim; requiring claimant be notified in writing; requiring insurer provide reasonable explanation of payment less than specified in insurer's detailed estimate; establishing interest

1 rate for untimely payments; prohibiting the waiver of
2 subsection; clarifying failure to comply does not
3 form sole basis for private cause of action;
4 prohibiting insurers from denying claims solely on
5 use of video recordings or photographs using aerial
6 imaging; amending 36 O.S. 2021, Section 3629, which
7 relates to forms of proof of loss and offer of
8 settlement or rejection of claim; permitting costs
9 and attorney fees allowable to prevailing party
10 except for residential or commercial property
11 insurance policy suits; amending 36 O.S. 2021,
12 Section 3639.1, which relates to personal residential
13 insurance; prohibiting insurer from reducing coverage
14 or refusing to issue or renew homeowner's policy
15 based solely on use of aerial imaging; prohibiting
16 insurers from reducing coverage or refusing to issue
17 or renew homeowner's policy based solely on age of
18 roof less than fifteen years old; requiring insurers
19 to allow homeowners have a roof inspection; providing
20 procedure for calculating roof's age; providing for
21 codification; and providing an effective date.

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BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 311.5 of Title 36, unless there
is created a duplication in numbering, reads as follows:

A. By March 31, 2027, and on a quarterly basis thereafter, each
insurer authorized to write personal and commercial property
insurance in this state shall file with the Oklahoma Insurance
Department a supplemental report with information regarding personal
and commercial residential property insurance policies in this
state. The report shall be filed electronically in the manner and
form prescribed by the Insurance Commissioner and in accordance with

any instructions on the Department's website. The supplemental report shall include separate information for personal lines property policies and commercial lines property policies. The report shall, at a minimum, include the following information for each ZIP code broken down by month:

1. Total number of policies in force at the end of each month;
2. Total number of policies canceled;
3. Total number of policies nonrenewed;
4. Number of new policies written;
5. Total written premium;
6. Is the insurer actively writing policies;
7. Number of policies that exclude wind coverage;
8. Number of new claims open during each month;
9. Number of claims closed during each month;
10. Number of claims pending at the end of each month; and
11. Number of claims in which either the insurer or insured invoked any form of alternative dispute resolution.

B. Supplemental quarterly reports filed with the Insurance Commissioner pursuant to this section shall be treated as working papers and documents as set out in subsection F of Section 309.4 of this title.

C. The Insurance Commissioner may use supplemental quarterly reports to assist in determining whether a market conduct examination or investigation of an insurer should be conducted. For

1 purposes of completing a market conduct examination of any company
2 under Sections 309.1 through 309.7 of this title, the Insurance
3 Commissioner may, in the sole discretion of the Insurance
4 Commissioner, use supplemental quarterly reports or amendments or
5 addendums to such statements to assist in determining compliance
6 with the laws of this state and rules adopted by the Insurance
7 Commissioner.

8 D. For any violation of this section, the Insurance
9 Commissioner may, after notice and opportunity for a hearing,
10 subject an insurer to a civil penalty of up to One Thousand Dollars
11 (\$1,000.00) for each occurrence, along with any other penalties set
12 forth in applicable law. The civil penalty may be enforced in the
13 same manner in which civil judgments may be enforced.

14 SECTION 2. AMENDATORY 36 O.S. 2021, Section 942, is
15 amended to read as follows:

16 Section 942. Any insurance carrier that issues motor vehicle
17 liability or collision insurance policies in this state shall not
18 establish or apply premium rates, increase premium rates, cancel a
19 policy, or refuse to issue or renew a policy, based on any traffic
20 record ~~maintained by the Department of Public Safety~~, including, but
21 not limited to, traffic complaints, traffic citations or other legal
22 forms of traffic charges, and accident reports, which covers a
23 period of time more than three (3) years prior to the date the
24 insurance carrier makes a determination to take any such action;

1 provided, however, those offenses that are provided for in
2 subsection C of Section 941 of this title and the offense of
3 reckless driving as provided for in Section 11-901 of Title 47 of
4 the Oklahoma Statutes may be considered by an insurance carrier for
5 a period of not more than five (5) years.

6 SECTION 3. AMENDATORY 36 O.S. 2021, Section 943, is
7 amended to read as follows:

8 Section 943. A. No insurance carrier who issues motor vehicle
9 policies in this state shall use traffic complaints, traffic
10 citations or other legal forms of traffic charges as a basis for
11 cancellation of a motor vehicle insurance policy, increasing premium
12 rates for a motor vehicle insurance policy or refusing to issue or
13 renew a motor vehicle insurance policy, where:

- 14 1. ~~the~~ The insured was acquitted of the charge;
- 15 2. ~~the~~ The insured was arrested and no charges were filed; or
- 16 3. ~~the~~ The insured was arrested and the charges were dismissed.

17 B. No insurer shall cancel, refuse to renew or otherwise
18 terminate, or increase the premium of a motor vehicle policy which
19 has been in effect more than forty-five (45) days solely because the
20 insured filed a first claim against the policy. Nothing in this
21 subsection shall be construed to prevent the cancellation,
22 nonrenewal or other termination, or increase in premium for any of
23 the following reasons:

- 24 1. Nonpayment of premium;

1 2. Discovery of fraud or material misrepresentation in the
2 procurement of the insurance or with respect to any claims submitted
3 thereunder;

4 3. Offenses provided for in subsection C of Section 941 of this
5 title;

6 4. Offenses provided for in Section 11-901 of Title 47 of the
7 Oklahoma Statutes; or

8 5. A determination by the Insurance Commissioner that the
9 continuation of the policy would place the insurer in violation of
10 the insurance laws of this state.

11 C. The Insurance Commissioner may suspend or revoke, after
12 notice and hearing, the certificate of authority to transact
13 insurance business in this state of any insurance carrier violating
14 the provisions of this section or may censure the insurer or impose
15 a fine.

16 SECTION 4. AMENDATORY 36 O.S. 2021, Section 961, is
17 amended to read as follows:

18 Section 961. A. ~~Commencing on April 1, 2018, insurance~~
19 Insurance companies shall provide a premium discount or insurance
20 rate reduction in an amount and manner as established in subsection
21 D of this section and pursuant to ~~Section 3 of this act only when~~
22 ~~the company determines that the premium discount or rate reduction~~
23 ~~is actuarially justified and there is sufficient and credible~~
24 ~~evidence of cost savings~~ Section 963 of this title, which can be

1 attributed to the construction standards set forth in subsection B
2 of this section. A premium discount or rate reduction shall be
3 available under the terms specified in this section to any owner who
4 builds or locates a new insurable property in the State of Oklahoma
5 to resist loss due to tornado or other catastrophic windstorm
6 events. ~~Insurance companies shall be required to offer such a~~
7 ~~premium discount or rate reduction only when the insurer determines~~
8 ~~they are actuarially justified and there is sufficient and credible~~
9 ~~evidence of cost savings, which can be attributed to the~~
10 ~~construction standards set forth in subsection B of this section.~~

11 In addition, insurance companies may also offer additional
12 adjustments in deductible, other risk differentials, or a
13 combination thereof, collectively referred to as other adjustments.

14 B. To obtain the premium discount, rate reduction, or other
15 adjustment provided in this section, an insurable property located
16 in this state shall be certified as constructed in accordance with
17 Appendix ~~Y~~ X of the ~~2015~~ 2018 Oklahoma Uniform Building Code, as
18 amended, including all tornado mitigation construction requirements,
19 as long as its standards are equal to or greater than the FORTIFIED
20 Home High Wind and Hail Standards as certified by the Institute for
21 Business and Home Safety (IBHS), or the FORTIFIED Home High Wind and
22 Hail Standards as may from time to time be adopted by the Institute
23 for Business and Home Safety or successor entity. An insurable
24 property shall be certified as conforming to the applicable building

1 code only after an inspection of the insurable property has been
2 satisfactorily completed by a certified or licensed building
3 inspector and certified to be conforming to the applicable building
4 code including all high wind and hail mitigation construction
5 requirements. An insurable property shall be certified as
6 conforming to the FORTIFIED Home High Wind and Hail Standards only
7 after evaluation and certification by an evaluator certified
8 pursuant to the FORTIFIED Home High Wind and Hail Standards.

9 C. An owner of insurable property claiming a premium discount,
10 rate reduction, or other adjustment pursuant to this section shall
11 maintain sufficient certification records and construction records
12 including, but not limited to, a certification of compliance with
13 the applicable building code or the FORTIFIED Home High Wind and
14 Hail Standards provided in subsection B of this section, receipts
15 from contractors, receipts for materials and records from local
16 building officials. The records shall be subject to audit by the
17 Insurance Commissioner, or his or her representatives, and copies of
18 any such records shall be presented to the insurer or potential
19 insurer of a property owner before the premium discount, rate
20 reduction, or other adjustment becomes effective for the insurable
21 property.

22 D. Insurers that write policies that are subject to the premium
23 discount or rate reduction in this section and that are required to
24 submit rates and rating plans to the Commissioner pursuant to

1 Section 987 of ~~Title 36 of the Oklahoma Statutes~~ this title shall
2 submit a rating plan certified by their actuary ~~as actuarially~~
3 ~~justified~~ providing for the premium discount or rate reduction
4 described in this section. An insurer is not required to provide
5 the same amount of premium discount, rate reduction, or other
6 adjustment for a building code insurable property as the insurer
7 would to an insurable property conforming to the FORTIFIED Home High
8 Wind and Hail Standards. A premium discount, rate reduction, or
9 other adjustment shall only apply to policies that provide wind or
10 hail coverage and to that portion of the premium for wind or hail
11 coverage. A premium discount, rate reduction, or other adjustment
12 shall apply exclusively to the wind and hail premium applicable to
13 improved insurable property. If an insurer already offers ~~an~~
14 ~~actuarially justified~~ a hail resistance discount, that hail-related
15 discount shall be deemed as having met the requirements of this act
16 as it pertains to hail-related discounts or rate reductions and no
17 additional hail-related discount or rate reduction shall be
18 required. If an insurer already offers ~~an actuarially justified~~ a
19 discount for IBHS FORTIFIED Home standards, that discount shall be
20 deemed as having met the requirements of this act as it pertains to
21 wind-related discounts or rate reductions and no additional wind-
22 related discount or rate reduction shall be required. Insurers
23 shall apply any applicable premium discount, rate reduction, or
24 other adjustment to the wind and hail premium at the policy renewal

1 that follows the submission of the certification to the insurer. At
2 the time of a policy renewal for which a premium discount, rate
3 reduction, or other adjustment has previously been made, the insurer
4 may request documentation or recertification that the fortified
5 standards as described in subsection C of this section continue to
6 be met. In addition to the requirements of this section, an insurer
7 may voluntarily offer any other mitigation adjustment that the
8 insurer deems appropriate.

9 SECTION 5. AMENDATORY 36 O.S. 2021, Section 962, is
10 amended to read as follows:

11 Section 962. A. ~~Commencing on April 1, 2018, insurance~~
12 Insurance companies shall provide a premium discount or insurance
13 rate reduction in an amount and manner as established in subsection
14 D of this section and pursuant to ~~Section 3 of this act only when~~
15 ~~the company determines that the premium discount or rate reduction~~
16 ~~is actuarially justified and there is sufficient and credible~~
17 ~~evidence of cost savings~~ Section 963 of this title, which can be
18 attributed to the construction standards set forth in subsection B
19 of this section. A premium discount or rate reduction shall be
20 available under the terms specified in this section to any owner who
21 retrofits his or her insurable property located in the State of
22 Oklahoma to resist loss due to tornado or other catastrophic
23 windstorm events. ~~Insurance companies shall be required to offer a~~
24 ~~premium discount or rate reduction only when the insurer has deemed~~

1 ~~the adjustments to be actuarially justified and there is sufficient~~
2 ~~and credible evidence of cost savings, which can be attributed to~~
3 ~~the construction standards set forth in subsection B of this~~
4 ~~section.~~ In addition, insurance companies may also offer additional
5 adjustments in deductible, other risk differentials, or a
6 combination thereof, collectively referred to as other adjustments.

7 B. To obtain the premium discount, rate reduction, or other
8 adjustment provided in this section, an insurable property shall be
9 retrofitted to the FORTIFIED Home High Wind and Hail Standards, as
10 may from time to time be adopted by the Institute for Business and
11 Home Safety (IBHS). Wind-Zone-3-HUD-Code manufactured homes
12 installed on a permanent foundation and retrofitted as defined in
13 the FORTIFIED Home High Wind and Hail Standards, as may from time to
14 time be adopted by the Institute for Business and Home Safety, shall
15 be eligible for the premium discount or rate reduction provided in
16 this section. An insurable property shall be certified as
17 conforming to FORTIFIED Home High Wind and Hail Standards only after
18 evaluation and certification by an evaluator certified pursuant to
19 the FORTIFIED Home High Wind and Hail Standards.

20 C. An owner of insurable property claiming a premium discount,
21 rate reduction, or other adjustment pursuant to this section shall
22 maintain sufficient certification records and construction records
23 including, but not limited to, a certification of compliance with
24 the FORTIFIED Home High Wind and Hail Standards as provided in

1 subsection B of this section, receipts from contractors, and
2 receipts for materials. The records shall be subject to audit by
3 the Insurance Commissioner, or his or her representatives, and
4 copies of any such records shall be presented to the insurer or
5 potential insurer of a property owner before the premium discount,
6 rate reduction, or other adjustment becomes effective for the
7 insurable property.

8 D. Insurers that write policies that are subject to the premium
9 discount or rate reduction in this section and that are required to
10 submit rates and rating plans to the Commissioner pursuant to
11 Section 987 of ~~Title 36 of the Oklahoma Statutes~~ this title shall
12 submit rating plans certified by their actuary ~~as actuarially~~
13 ~~justified~~ providing for the premium discounts or rate reductions
14 described in this section. A premium discount, rate reduction, or
15 other adjustment shall only apply to policies that provide wind or
16 hail coverage and to that portion of the premium for wind or hail
17 coverage. A premium discount, rate reduction, or other adjustment
18 shall apply exclusively to the wind and hail premium applicable to
19 improved insurable property. If an insurer already offers ~~an~~
20 ~~actuarially justified~~ a hail resistance discount, that hail-related
21 discount shall be deemed as having met the requirements of this act
22 as it pertains to hail-related discounts or rate reductions and no
23 additional hail-related discount or rate reduction shall be
24 required. If an insurer already offers ~~an actuarially justified~~ a

1 discount for IBHS FORTIFIED Home standards, that discount shall be
2 deemed as having met the requirements of this act as it pertains to
3 wind-related discounts or rate reductions and no additional wind-
4 related discount or rate reduction shall be required. Insurers
5 shall apply the premium discount, rate reduction, or other
6 adjustment to the wind premium at the policy renewal that follows
7 the submission of the certification to the insurer. At the time of
8 a policy renewal for which a premium discount, rate reduction, or
9 other adjustment has previously been made, the insurer may request
10 documentation or recertification that the fortified standards as
11 described in subsection C of this section continue to be met. In
12 addition to the requirements of this section, an insurer may
13 voluntarily offer any other mitigation adjustment that the insurer
14 deems appropriate.

15 SECTION 6. AMENDATORY 36 O.S. 2021, Section 1204, as
16 amended by Section 16, Chapter 360, O.S.L. 2024 (36 O.S. Supp. 2025,
17 Section 1204), is amended to read as follows:

18 Section 1204. The following are hereby defined as unfair
19 methods of competition and unfair and deceptive acts or practices in
20 the business of insurance:

21 1. Misrepresentations and false advertising of policy
22 contracts. Making, issuing, circulating, or causing to be made,
23 issued or circulated, any estimate, illustration, circular or
24 statement misrepresenting the terms of any policy issued or to be

1 issued or the benefits or advantages promised thereby or the
2 dividends or share of the surplus to be received thereon, or making
3 any false or misleading statement as to the dividends or share of
4 surplus previously paid on similar policies, or making any
5 misleading representation or any misrepresentation as to the
6 financial condition of any insurer, or as to the legal reserve
7 system upon which any life insurer operates, or using any name or
8 title of any policy or class of policies misrepresenting the true
9 nature thereof, or making any misrepresentation to any policyholder
10 insured in any company for the purpose of inducing or tending to
11 induce such policyholder to lapse, forfeit, or surrender his or her
12 insurance;

13 2. False information and advertising generally. Making,
14 publishing, disseminating, circulating, or placing before the
15 public, or causing, directly or indirectly, to be made, published,
16 disseminated, circulated, or placed before the public, in a
17 newspaper, magazine, or other publication, or in the form of a
18 notice, circular, pamphlet, letter or poster, or over any radio or
19 television station, or in any other way an advertisement,
20 announcement or statement containing any assertion, representation
21 or statement with respect to the business of insurance or with
22 respect to any person in the conduct of his or her insurance
23 business which is untrue, deceptive or misleading. No insurance
24 company shall issue, or cause to be issued, any policy of insurance

1 of any type or description upon life, or property, real or personal,
2 whenever such policy of insurance is to be furnished or delivered to
3 the purchaser or bailee of any property, real or personal, as an
4 inducement to purchase or bail such property, real or personal, and
5 no other person shall advertise, offer or give free insurance,
6 insurance without cost or for less than the approved or customary
7 rate, in connection with the sale or bailment of real or personal
8 property, except as provided in Section 4101 of this title. No
9 person that is not an insurer shall assume or use any name which
10 deceptively infers or suggests that it is an insurer;

11 3. Defamation. Making, publishing, disseminating, or
12 circulating, directly or indirectly, or aiding, abetting or
13 encouraging the making, publishing, disseminating or circulating of
14 any oral or written statement or any pamphlet, circular, article or
15 literature which is false, or maliciously critical of or derogatory
16 to the financial condition of an insurer, and which is calculated to
17 injure any person engaged in the business of insurance;

18 4. Boycott, coercion and intimidation. Entering into any
19 agreement to commit, or by any concerted action committing, any act
20 of boycott, coercion or intimidation resulting in or tending to
21 result in unreasonable restraint of, or monopoly in, the business of
22 insurance;

23 5. False financial statements. Filing with any supervisory or
24 other public official, or making, publishing, disseminating,

1 circulating or delivering to any person, or placing before the
2 public or causing directly or indirectly, to be made, published,
3 disseminated, circulated, delivered to any person or placed before
4 the public, any false statement of financial condition of an insurer
5 with intent to deceive.

6 Making any false entry in any book, report or statement of any
7 insurer with intent to deceive any agent or examiner lawfully
8 appointed to examine into its condition or into any of its affairs,
9 or any public official to whom such insurer is required by law to
10 report, or who has authority by law to examine into its condition or
11 into any of its affairs, or, with like intent, willfully omitting to
12 make a true entry of any material fact pertaining to the business of
13 such insurer in any book, report or statement of such insurer;

14 6. Stock operations and advisory board contracts. Issuing or
15 delivering or permitting agents, officers, or employees to issue or
16 deliver agency company stock or other capital stock, or benefit
17 certificates or shares in any common-law corporation, or securities
18 or any special or advisory board contracts or other contracts of any
19 kind promising returns and profits as an inducement to insurance;

20 7. Unfair discrimination.

21 (a) Making or permitting any unfair discrimination between
22 individuals of the same class and equal expectation of
23 life in the rates charged for any contract of life
24 insurance or of life annuity or in the dividends or

1 other benefits payable thereon, or in any other of the
2 terms and conditions of such contract.

3 (b) Making or permitting any unfair discrimination between
4 individuals of the same class and of essentially the
5 same hazard in the amount of premium, policy fees, or
6 rates charged for any policy or contract of accident
7 or health insurance or in the benefits payable
8 thereunder, or in any of the terms or conditions of
9 such contract, or in any other manner whatever.

10 (c) As to kinds of insurance other than life and accident
11 and health, no person shall make or permit any unfair
12 discrimination in favor of particular persons, or
13 between insureds or subjects of insurance having
14 substantially like insuring, risk, and exposure
15 factors, or expense elements, in the terms or
16 conditions of any insurance contract, or in the rate
17 or amount of premium charged therefor. This paragraph
18 shall not apply as to any premium rate in effect
19 pursuant to Article 9 of the Oklahoma Insurance Code;

20 8. Rebates.

21 (a) Except as otherwise expressly provided by law,
22 knowingly permitting or offering to make or making any
23 contract of insurance or agreement as to such contract
24 other than as plainly expressed in the contract issued

1 thereon; or paying or allowing, or giving or offering
2 to pay, allow or give, directly or indirectly, as
3 inducement to any contract of insurance, any rebate of
4 premiums payable on the contract, or any special favor
5 or advantage in the dividends or other benefits
6 thereon, or any valuable consideration or inducement
7 whatever not specified in the contract; except in
8 accordance with an applicable rate filing, rating plan
9 or rating system filed with and approved by the
10 Insurance Commissioner; or giving or selling or
11 purchasing or offering to give, sell, or purchase as
12 inducement to such insurance, or in connection
13 therewith, any stocks, bonds or other securities of
14 any company, or any dividends or profits accrued
15 thereon, or anything of value whatsoever not specified
16 in the contract or receiving or accepting as
17 inducement to contracts of insurance, any rebate of
18 premium payable on the contract, or any special favor
19 or advantage in the dividends or other benefit to
20 accrue thereon, or any valuable consideration or
21 inducement not specified in the contract.

22 (b) Nothing in paragraph 7 or subparagraph (a) of this
23 paragraph shall be construed as including within the
24

1 definition of discrimination or rebates any of the
2 following practices:

3 (1) in the case of any contract of life insurance or
4 life annuity, paying bonuses to policyholders or
5 otherwise abating their premiums in whole or in
6 part out of surplus accumulated from
7 nonparticipating insurance, provided that any
8 such bonuses or abatement of premiums shall be
9 fair and equitable to policyholders and for the
10 best interest of the company and its
11 policyholders,

12 (2) in the case of life or accident and health
13 insurance policies issued on the industrial debit
14 or weekly premium plan, making allowance to
15 policyholders who have continuously for a
16 specified period made premium payments directly
17 to an office of the insurer in an amount which
18 fairly represents the saving in collection
19 expense,

20 (3) making a readjustment of the rate of premium for
21 a policy based on the loss or expense experience
22 thereunder, at the end of the first or any
23 subsequent policy year of insurance thereunder,
24

1 which may be made retroactive only for such
2 policy year,

3 (4) in the case of life insurance companies, allowing
4 its bona fide employees to receive a commission
5 on the premiums paid by them on policies on their
6 own lives,

7 (5) issuing life or accident and health policies on a
8 salary saving or payroll deduction plan at a
9 reduced rate commensurate with the savings made
10 by the use of such plan, and

11 (6) paying commissions or other compensation to duly
12 licensed agents or brokers, or allowing or
13 returning to participating policyholders, members
14 or subscribers, dividends, savings or unabsorbed
15 premium deposits.

16 (c) As used in this section, the word "insurance" includes
17 suretyship and the word "policy" includes bond;

18 9. Coercion prohibited. Requiring as a condition precedent to
19 the purchase of, or the lending of money upon the security of, real
20 or personal property, that any insurance covering such property, or
21 liability arising from the ownership, maintenance or use thereof, be
22 procured by or on behalf of the vendee or by the borrower in
23 connection with such purchase or loan through any particular person
24 or agent or in any particular insurer, or requiring the payment of a

1 reasonable fee as a condition precedent to the replacement of
2 insurance coverage on mortgaged property at the anniversary date of
3 the policy; provided, however, that this provision shall not prevent
4 the exercise by any such vendor or lender of the right to approve or
5 disapprove any insurer selected to underwrite the insurance, but any
6 disapproval of any insurer shall be on reasonable grounds;

7 10. Inducements. No insurer, agent, broker, solicitor, or
8 other person shall, as an inducement to insurance or in connection
9 with any insurance transaction, provide in any policy for or offer,
10 sell, buy, or offer or promise to buy, sell, give, promise, or allow
11 to the insured or prospective insured or to any other person in his
12 or her behalf in any manner whatsoever:

13 (a) any employment,

14 (b) any shares of stock or other securities issued or at
15 any time to be issued or any interest therein or
16 rights thereto,

17 (c) any advisory board contract, or any similar contract,
18 agreement or understanding, offering, providing for,
19 or promising any special profits,

20 (d) any prizes, goods, wares, merchandise, or tangible
21 property of an aggregate value in excess of One
22 Hundred Dollars (\$100.00), or

23 (e) any special favor, advantage or other benefit in the
24 payment, method of payment or credit for payment of

1 the premium through the use of credit cards, credit
2 card facilities, credit card lists, or wholesale or
3 retail credit accounts of another person. The
4 provisions of this paragraph shall not apply to
5 individual policies insuring against loss resulting
6 from bodily injury or death by accident as defined by
7 Article 44 of the Oklahoma Insurance Code;

8 11. Premature disposal of premium notes prohibited. No insurer
9 or agent thereof shall hypothecate, sell, or dispose of a promissory
10 note received in payment of any part of a premium on a policy of
11 insurance applied for prior to the delivery of the policy;

12 12. Fraudulent statement in application. Any insurance agent,
13 examining physician, or other person who knowingly or willfully
14 makes a false or fraudulent statement or representation in or
15 relative to an application for insurance, or who makes any such
16 statement to obtain a fee, commission, money, or benefit, shall be
17 guilty of a misdemeanor;

18 13. Deceptive use of financial institution's name in
19 notification or solicitation. Verbally or by any other means
20 notifying or soliciting any person in a manner that:

21 (a) mentions the name of an unrelated and unaffiliated
22 financial institution,

23 (b) mentions an insurance product or the possible lack of
24 insurance coverage,

1 (c) does not mention the actual or trade name of the
2 insurance agency or company on whose behalf the
3 notification or solicitation is provided, and

4 (d) thereby creates an impression or implication,
5 including by omission, that the financial institution
6 or a financial-institution-authorized entity is or may
7 be the one making the notification or solicitation.

8 Nothing in this paragraph shall be interpreted to prohibit the
9 reference to or use of the name of a financial institution made
10 pursuant to a contractual agreement between the insurer and the
11 financial institution; ~~and~~

12 14. No insurer or prepaid vision plan organization as defined
13 in Section 1 of this act which offers multiple prepaid vision plans
14 may require as a condition of participation in any one prepaid
15 vision plan that a vision care provider participate in any of the
16 other prepaid vision plans offered by the insurer or prepaid vision
17 plan organization; and

18 15. Laws, ordinances, and additional coverage for homeowner's
19 insurance. No insurer shall condition insurance coverage on the
20 enforcement of any law which requires or regulates the construction,
21 demolition, remodeling, renovation, or repair of a structure damaged
22 by a peril insured against. Insurers providing additional coverage
23 as an exception to ordinance or law exclusions shall consider all
24 building codes as being strictly enforced.

SECTION 7. AMENDATORY 36 O.S. 2021, Section 1250.4, is amended to read as follows:

Section 1250.4. A. An insurer's claim files shall be subject to examination by the Insurance Commissioner or by duly appointed designees. Such files shall contain all notes and work papers pertaining to a claim in such detail that pertinent events and the dates of such events can be reconstructed. In addition, the Insurance Commissioner, authorized employees and examiners shall have access to any of an insurer's files that may relate to a particular complaint under investigation or to an inquiry or examination by the Insurance Department.

B. Any person subject to the jurisdiction of the Commissioner, upon receipt of any inquiry from the Commissioner shall, within ~~twenty (20)~~ fourteen (14) calendar days from the date of receipt of the inquiry, furnish the Commissioner with an adequate response to the inquiry. The Commissioner may, upon good cause shown and on a case-by-case basis, extend the time allowed for a response for up to seven (7) additional calendar days. Any inquiry or response subject to this subsection shall be delivered electronically.

C. Every insurer, upon receipt of any pertinent written communication including but not limited to ~~e-mail~~ email or other forms of written electronic communication, or documentation by the insurer of a verbal communication from a claimant which reasonably suggests that a response is expected, shall, within ~~thirty (30)~~

1 fourteen (14) calendar days after receipt thereof, furnish the
2 claimant with an adequate response to the communication.

3 D. Any violation by an insurer of this section shall subject
4 the insurer to discipline including a civil penalty of not less than
5 One Hundred Dollars (\$100.00) nor more than Five Thousand Dollars
6 (\$5,000.00).

7 SECTION 8. NEW LAW A new section of law to be codified
8 in the Oklahoma Statutes as Section 1250.4a of Title 36, unless
9 there is created a duplication in numbering, reads as follows:

10 A. The Insurance Commissioner's dispute resolution program
11 shall help consumers and insurance companies effectively,
12 economically, fairly, and timely resolve disputes with persons or
13 entities subject to the jurisdiction of the Insurance Commissioner
14 and related to insurance or service warranty claims. The dispute
15 resolution program shall be subject to the laws and protections of
16 the Dispute Resolution Act, Sections 1801 through 1813 of Title 12
17 of the Oklahoma Statutes, and the rules promulgated thereto.

18 B. Mediation may be requested only by the policyholder, as a
19 first-party claimant, a third party, as an assignee of the policy
20 benefits, or the insurer.

21 C. Mediation is voluntary except that insurers shall
22 participate in any mediation requested by a first-party claimant or
23 third-party claimant, as assignee of the policy benefits, that meets
24 the following criteria:

1 1. Involves an insurance claim under a residential or
2 commercial residential insurance policy or automobile insurance
3 policy; and

4 2. No civil litigation has commenced relating to the claim to
5 be mediated.

6 D. For purposes of this section, the term "claim" refers to any
7 dispute between an insurer and a policyholder relating to a material
8 issue of fact other than a dispute:

9 1. With respect to which the insurer has a reasonable basis to
10 suspect fraud;

11 2. When, based on presented facts as to the cause of loss,
12 there is no coverage under the policy;

13 3. With respect to which the insurer has a reasonable basis to
14 believe that the policyholder has intentionally made a material
15 misrepresentation of fact which is relevant to the claim, and the
16 entire request for payment of a loss has been denied on the basis of
17 the material misrepresentation;

18 4. When, based on presented facts, the policyholder suffers no
19 actual monetary or property loss;

20 5. When a claim is outside the timeframes prescribed in
21 applicable law; or

22 6. When a claim has been paid in full prior to any mediation
23 conference held pursuant to this section.
24

1 E. A claim shall not be eligible for mediation unless it has
2 first been submitted and fully processed through the Oklahoma
3 Insurance Department's consumer complaint program.

4 F. All parties to the mediation must negotiate in good faith to
5 resolve the dispute and must have the authority to immediately
6 settle the claim; however, there is no requirement that the dispute
7 be resolved in mediation. If a written settlement is reached and
8 the policyholder is not represented by an attorney, the policyholder
9 has three (3) business days within which the policyholder may
10 rescind the settlement unless the policyholder has cashed or
11 deposited any check, draft, or other payment made to the
12 policyholder as a result of the settlement. If a settlement
13 agreement is reached and is not rescinded, it shall be binding and
14 act as a release of all specific claims presented in the mediation
15 conference.

16 G. The mediation conference shall be held as scheduled by the
17 dispute resolution program coordinator. Upon application by any
18 party for a continuance, the program coordinator shall, for good
19 cause shown or if neither party objects, grant a continuance and
20 shall notify all parties of the date and place of the rescheduled
21 conference. Good cause includes severe illness, injury, or other
22 emergency that could not be controlled by the party and could not
23 reasonably be remedied by the party prior to the conference by
24 providing a replacement representative or otherwise. Good cause

1 includes the necessity of obtaining additional information, securing
2 the attendance of a necessary professional, or the avoidance of
3 significant financial hardship. If the policyholder demonstrates to
4 the mediator the need for an expedited mediation conference due to
5 an undue hardship, the conference shall be conducted at the earliest
6 date convenient to all of the parties and the mediator. Undue
7 hardship will be demonstrated when holding the conference on a non-
8 expedited basis would interfere with or contradict the treatment of
9 a severe illness or injury, substantially impair a party's ability
10 to assert their position at the conference, result in significant
11 financial hardship, or other reasonably justified grounds.

12 H. An insurer will be deemed to have failed to appear if the
13 insurer's representative lacks authority to settle the full value of
14 the claim. The authority to settle the claim includes the ability
15 to disburse the full settlement amount within ten (10) days of the
16 conclusion of the conference. The insurer will produce at the
17 conference a copy of the policy. The insurer will bring the entire
18 claims file to the conference.

19 I. Any violation by an insurer of this section shall subject
20 the insurer to discipline including a civil penalty of not less than
21 One Hundred Dollars (\$100.00) nor more than Five Thousand Dollars
22 (\$5,000.00), in addition to any other penalties provided for by law.

23 J. The Insurance Commissioner may adopt and promulgate rules
24 for the implementation and administration of this section,

1 including, but not limited to, the amount and who is responsible for
2 the payment of any fees in the event costs of the program are not
3 fully covered by the Administrative Office of the Courts, and the
4 expansion or restriction of eligibility criteria for claims subject
5 to mandatory and voluntary mediation under this section.

6 SECTION 9. AMENDATORY 36 O.S. 2021, Section 1250.6, is
7 amended to read as follows:

8 Section 1250.6. A. Every property and casualty insurer, within
9 ~~thirty (30)~~ fourteen (14) days after receiving notification of a
10 claim, shall acknowledge the receipt of such notification unless
11 payment is made within such period of time. If an acknowledgement
12 is made by means other than writing, an appropriate notation of such
13 acknowledgement shall be made in the claim file of the property and
14 casualty insurer, and dated. Notification given to an agent of a
15 property and casualty insurer shall be notification to the insurer.
16 The acknowledgment shall include the Homeowner Claims Bill of Rights
17 set forth in Section 10 of this act.

18 B. Every property and casualty insurer, upon receiving
19 notification of a claim, promptly shall provide necessary claim
20 forms, instruction, and reasonable assistance so that first-party
21 claimants can comply with the policy conditions and the reasonable
22 requirements of the property and casualty insurer. Compliance with
23 this ~~paragraph~~ subsection within thirty (30) days after notification
24

1 of a claim shall constitute compliance with subsection A of this
2 section.

3 C. Every property and casualty insurer must send the
4 policyholder a copy of any detailed estimate of the amount of the
5 loss within seven (7) days after the estimate is generated by an
6 insurer's adjuster. This subsection does not require that an
7 insurer create a detailed estimate of the amount of the loss if such
8 estimate is not reasonably necessary as part of the claim
9 investigation.

10 SECTION 10. NEW LAW A new section of law to be codified
11 in the Oklahoma Statutes as Section 1250.6a of Title 36, unless
12 there is created a duplication in numbering, reads as follows:

13 A. An insurer issuing a personal lines residential property
14 insurance policy in this state must provide a Homeowner Claims Bill
15 of Rights to a policyholder within fourteen (14) days after
16 receiving an initial communication with respect to a claim. The
17 purpose of the bill of rights is to summarize, in simple,
18 nontechnical terms, existing Oklahoma law regarding the rights of a
19 personal lines residential property insurance policyholder who files
20 a claim of loss. The Homeowner Claims Bill of Rights is specific to
21 the claims process and does not represent all of a policyholder's
22 rights under Oklahoma law regarding the insurance policy. The
23 Homeowner Claims Bill of Rights does not enlarge, modify, or
24 contravene statutory requirements, including, but not limited to,

1 Sections 1204, 1250.6, 1250.7, and 6202 of Title 36 of the Oklahoma
2 Statutes and OAC 365:1-11, and does not prohibit an insurer from
3 exercising any right to repair damaged property in compliance with
4 the terms of an applicable policy. The Homeowner Claims Bill of
5 Rights must, at a minimum, state:

6 HOMEOWNER CLAIMS BILL OF RIGHTS

7 This Bill of Rights is specific to the claims process and
8 does not represent all of your rights under Oklahoma law
9 regarding your policy. This document does not prohibit an
10 insurer from exercising any right to repair damaged
11 property in compliance with the terms of an applicable
12 policy.

13 YOU HAVE THE RIGHT TO:

- 14 1. Receive from your insurance company an acknowledgment of
15 your reported claim within fourteen (14) days after the
16 time you communicated the claim.
- 17 2. Receive from your insurance company within thirty (30)
18 days after you have submitted an executed proof-of-loss
19 statement to your insurance company, confirmation that
20 your claim is accepted or denied or if further
21 investigation is necessary.
- 22 3. Receive from your insurance company a copy of any
23 detailed estimate of the amount of the loss within seven
24

1 (7) days after the estimate is generated by the
2 insurance company's adjuster.

3 4. Receive from your insurance company within sixty (60)
4 days after you have submitted an executed proof-of-loss
5 statement either:

6 a. full settlement payment for your claim or payment
7 of the undisputed portion of your claim;

8 b. denial of your claim; or

9 c. notice that the insurer needs more time to
10 investigate the claim and stating the reasons why.

11 5. If insurer provides notice that it needs more time to
12 investigate the claim, receive from your insurance
13 company within ninety (90) days after you have submitted
14 an executed proof-of-loss statement either:

15 a. full settlement payment for your claim or payment
16 of the undisputed portion of your claim; or

17 b. denial of your claim.

18 In the event of a weather-related catastrophe or a major
19 natural disaster, as declared by the Governor, the
20 Insurance Commissioner may approve a request to extend
21 this deadline an additional twenty (20) days.

22 6. Contact the Oklahoma Insurance Department via telephone
23 or website for assistance with any insurance claim or
24 questions pertaining to the handling of your claim.

YOU ARE ADVISED TO:

1. File all claims directly with your insurance company.
2. Contact your insurance company before entering into any contract for repairs to confirm any managed repair policy provisions or optional preferred vendors.
3. Make and document emergency repairs that are necessary to prevent further damage. Keep the damaged property, if feasible, keep all receipts, and take photographs or video of damage before and after any repairs to provide to your insurer.
4. Carefully read any contract that requires you to pay out-of-pocket expenses or a fee that is based on a percentage of the insurance proceeds that you will receive for repairing or replacing your property.
5. Confirm that the contractor you choose is licensed to do business in Oklahoma. You can verify a contractor's license and check to see if there are any complaints against him or her by calling the Oklahoma Construction Industries Board. You should also ask the contractor for references from previous work.
6. Require all contractors to provide proof of insurance before beginning repairs.
7. Take precautions if the damage requires you to leave your home, including securing your property and turning

1 off your gas, water, and electricity, and contacting
2 your insurance company and provide a phone number where
3 you can be reached.

4 B. Any violation of this section shall be a violation of the
5 Unfair Claims Settlement Practices Act, and the Insurance
6 Commissioner may, after notice and opportunity for a hearing,
7 subject an insurer to the civil penalties set forth in Sections
8 1250.13 and 1250.14 of Title 36 of the Oklahoma Statutes, along with
9 any other penalties set forth in applicable law.

10 SECTION 11. AMENDATORY 36 O.S. 2021, Section 1250.7, is
11 amended to read as follows:

12 Section 1250.7. A. Within ~~sixty (60)~~ thirty (30) days after
13 receipt by a property and casualty insurer of properly executed
14 proofs of loss, the first-party claimant shall be advised of the
15 acceptance or denial of the claim by the insurer, or if further
16 investigation is necessary. No property and casualty insurer shall
17 deny a claim because of a specific policy provision, condition, or
18 exclusion unless reference to such provision, condition, or
19 exclusion is included in the denial. A denial shall be given to any
20 claimant in writing, and the claim file of the property and casualty
21 insurer shall contain a copy of the denial. If there is a
22 reasonable basis supported by specific information available for
23 review by the Commissioner that the first-party claimant has
24 fraudulently caused or contributed to the loss, a property and

1 casualty insurer shall be relieved from the requirements of this
2 subsection. In the event of a weather-related catastrophe or a
3 major natural disaster, as declared by the Governor, the Insurance
4 Commissioner may extend the deadline imposed under this subsection
5 an additional twenty (20) days.

6 B. If a claim is denied for reasons other than those described
7 in subsection A of this section, and is made by any other means than
8 writing, an appropriate notation shall be made in the claim file of
9 the property and casualty insurer until such time as a written
10 confirmation can be made.

11 C. Every property and casualty insurer shall complete
12 investigation of a claim within sixty (60) days after notification
13 of proof of loss unless such investigation cannot reasonably be
14 completed within such time. If such investigation cannot be
15 completed, or if a property and casualty insurer needs more time to
16 determine whether a claim should be accepted or denied, it shall ~~so~~
17 notify the claimant in writing within sixty (60) days after receipt
18 of the proofs of loss, giving reasons why more time is needed. ~~If~~
19 ~~the investigation remains incomplete, a property and casualty~~
20 ~~insurer shall, within sixty (60) days from the date of the initial~~
21 ~~notification, send to such claimant a letter setting forth the~~
22 ~~reasons additional time is needed for investigation.~~ Except for an
23 investigation of possible fraud or arson which is supported by
24 specific information giving a reasonable basis for the

1 investigation, the time for investigation shall not exceed ~~one~~
2 ~~hundred twenty (120)~~ ninety (90) days after receipt of proof of
3 loss. Provided, in the event of a weather-related catastrophe or a
4 major natural disaster, as declared by the Governor, the Insurance
5 Commissioner may extend this deadline for investigation an
6 additional twenty (20) days.

7 D. Within the applicable timelines set forth in subsection C of
8 this section, the insurer shall pay or deny such claim. If the
9 insurer's claim payment is less than specified in any insurer's
10 detailed estimate pursuant to subsection C of Section 1250.6 of this
11 title of the amount of the loss, the insurer must provide a
12 reasonable explanation in writing of the difference to the
13 policyholder. Any untimely payment of an initial or supplemental
14 claim or portion of such claim shall bear simple interest at the
15 rate of ten percent (10%) per year. Interest begins to accrue from
16 the date the insurer receives notice of the claim. The provisions
17 of this subsection may not be waived, voided, or nullified by the
18 terms of the insurance policy. If there is a right to prejudgment
19 interest, the insured must select whether to receive prejudgment
20 interest or interest under this subsection. Interest is payable
21 when the claim or portion of the claim is paid. Failure to comply
22 with this subsection constitutes a violation of this code. However,
23 failure to comply with this subsection does not form the sole basis
24 for a private cause of action.

1 E. Insurers shall not fail to settle first-party claims on the
2 basis that responsibility for payment should be assumed by others
3 except as may otherwise be provided by policy provisions.

4 ~~E.~~ F. Insurers shall not continue or delay negotiations for
5 settlement of a claim directly with a claimant who is neither an
6 attorney nor represented by an attorney, for a length of time which
7 causes the claimant's rights to be affected by a statute of
8 limitations, or a policy or contract time limit, without giving the
9 claimant written notice that the time limit is expiring and may
10 affect the claimant's rights. Such notice shall be given to first-
11 party claimants and third-party claimants one (1) year after the
12 date of the loss.

13 ~~F.~~ G. No insurer shall make statements which indicate that the
14 rights of a third-party claimant may be impaired if a form or
15 release is not completed within a given period of time unless the
16 statement is given for the purpose of notifying a third-party
17 claimant of the provision of a statute of limitations.

18 ~~G.~~ H. If a lawsuit on the claim is initiated, the time limits
19 provided for in this section shall not apply.

20 I. An insurer shall not deny a claim based solely on the use of
21 video recordings or photographs of the loss using aerial imaging,
22 including drones, driverless vehicle, or other machine that can move
23 independently or through remote control.
24

1 SECTION 12. AMENDATORY 36 O.S. 2021, Section 3629, is
2 amended to read as follows:

3 Section 3629. A. An insurer shall furnish, upon written
4 request of any insured claiming to have a loss under an insurance
5 contract issued by such insurer, forms of proof of loss for
6 completion by such person, but such insurer shall not, by reason of
7 the requirement so to furnish forms, have any responsibility for or
8 with reference to the completion of such proof or the manner of any
9 such completion or attempted completion.

10 B. It shall be the duty of the insurer, receiving a proof of
11 loss, to submit a written offer of settlement or rejection of the
12 claim to the insured within sixty (60) days of receipt of that proof
13 of loss, or within such other time period set forth in applicable
14 law. ~~Upon~~ Except for suits arising under a residential or
15 commercial property insurance policy, upon a judgment rendered to
16 either party, costs and attorney fees shall be allowable to the
17 prevailing party. For purposes of this section, the prevailing
18 party is the insurer in those cases where judgment does not exceed
19 written offer of settlement. In all other judgments the insured
20 shall be the prevailing party. If the insured is the prevailing
21 party, the court in rendering judgment shall add interest on the
22 verdict at the rate of fifteen percent (15%) per year from the date
23 the loss was payable pursuant to the provisions of the contract to
24

1 the date of the verdict. This provision shall not apply to
2 uninsured motorist coverage.

3 SECTION 13. AMENDATORY 36 O.S. 2021, Section 3639.1, is
4 amended to read as follows:

5 Section 3639.1. A. No insurer shall cancel, refuse to renew or
6 increase the premium of a homeowner's insurance policy or any other
7 personal residential insurance coverage, which has been in effect
8 more than forty-five (45) days, solely because the insured filed a
9 first claim against the policy. The provisions of this section
10 shall not be construed to prevent the cancellation, nonrenewal or
11 increase in premium of a homeowner's insurance policy for the
12 following reasons:

13 1. Nonpayment of premium;

14 2. Discovery of fraud or material misrepresentation in the
15 procurement of the insurance or with respect to any claims submitted
16 thereunder;

17 3. Discovery of willful or reckless acts or omissions on the
18 part of the named insured which increase any hazard insured against;

19 4. A change in the risk which substantially increases any
20 hazard insured against after insurance coverage has been issued or
21 renewed;

22 5. Violation of any local fire, health, safety, building, or
23 construction regulation or ordinance with respect to any insured
24

1 property or the occupancy thereof which substantially increases any
2 hazard insured against;

3 6. A determination by the Insurance Commissioner that the
4 continuation of the policy would place the insurer in violation of
5 the insurance laws of this state; or

6 7. Conviction of the named insured of a crime having as one of
7 its necessary elements an act increasing any hazard insured against.

8 B. An insurer shall give to the named insured at the mailing
9 address shown on a homeowner's policy, a written renewal notice that
10 shall include new premium, new deductible, new limits or coverage at
11 least thirty (30) days prior to the expiration date of the policy.
12 If the insurer fails to provide such notice, the premium,
13 deductible, limits and coverage provided to the named insurer prior
14 to the change shall remain in effect until notice is given or until
15 the effective date of replacement coverage obtained by the named
16 insured, whichever occurs first. If notice is given by mail, the
17 notice shall be deemed to have been given on the day the notice is
18 mailed. If the insured elects not to renew, any earned premium for
19 the period of extension of the terminated policy shall be calculated
20 pro rata at the lower of the current or previous year's rate. If
21 the insured accepts the renewal, the premium increase, if any, and
22 other changes shall be effective the day following the prior
23 policy's expiration or anniversary date.
24

1 C. In the event an insured cancels a homeowner's insurance
2 policy or any other personal residential insurance coverage, written
3 notice shall be provided by the insured to the insurer that provided
4 the coverage being canceled. The notice of cancellation shall
5 provide the date of the cancellation of the policy and the insurer
6 shall reimburse the insured for any premiums paid for coverage
7 beyond the date of cancellation of the policy.

8 D. An insurer canceling a policy under subsection C of this
9 section shall not be liable for claims arising after the date of
10 cancellation.

11 E. An insurer shall not reduce coverage, refuse to issue, or
12 refuse to renew a homeowner's policy based solely on the use of
13 video recordings or photographs of the loss using aerial imaging,
14 including drones, driverless vehicle, or other machine that can move
15 independently or through remote control.

16 F. An insurer shall not reduce coverage, refuse to issue, or
17 refuse to renew a homeowner's policy insuring a residential
18 structure with a roof that is less than fifteen (15) years old
19 solely because of the age of the roof.

20 G. 1. For a roof that is at least fifteen (15) years old, an
21 insurer must allow a homeowner to have a roof inspection performed
22 by an authorized inspector at the homeowner's expense before
23 requiring the replacement of the roof of a residential structure as
24 a condition of issuing or renewing a homeowner's insurance policy.

1 The insurer may not refuse to issue or refuse to renew a homeowner's
2 insurance policy solely because of roof age if an inspection of the
3 roof of the residential structure performed by an authorized
4 inspector indicates that the roof has five (5) years or more of
5 useful life remaining.

6 2. As used in this section, the term "authorized inspector"
7 means an inspector who is approved by the insurer and who is:

- 8 a. a licensed adjuster as defined in Section 6202 of this
9 title,
- 10 b. a licensed home inspector as defined in Section 858-
11 622 of Title 59 of the Oklahoma Statutes,
- 12 c. a building code inspector certified under Section
13 1000.23 of Title 59 of the Oklahoma Statutes,
- 14 d. a registered roofing contractor pursuant to Section
15 1151.3 of Title 59 of the Oklahoma Statutes,
- 16 e. a professional engineer licensed under Section 475.12a
17 of Title 59 of the Oklahoma Statutes, or
- 18 f. a professional architect licensed under Section 46.8a
19 of Title 59 of the Oklahoma Statutes.

20 3. For purposes of this section, a roof's age shall be
21 calculated using the last date on which one hundred percent (100%)
22 of the roof's surface area was built or replaced in accordance with
23 the building code in effect at that time or the initial date of a
24 partial roof replacement with subsequent partial roof builds or

1 replacements that result in one hundred percent (100%) of the roof's
2 surface area being built or replaced.

3 SECTION 14. This act shall become effective November 1, 2026.
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