



Insurance Appraisal Umpire Rules by State (2026)

Who picks the umpire when appraisers deadlock, and how courts have ruled | TX OK KS MO AR CO NE IA

Texas, 2024 data call: residential appraisal demands rose from 4,909 to 7,726 over three study years. An umpire was used in about 16 percent of completed appraisals, and 75 percent of awards were made within 120 days without an umpire, versus 278 days with one.

State	If appraisers deadlock on the umpire	What courts and regulators have said	Key authority
Texas	County or district court where the property is located (proposed TDI rules)	Appraisal compelled despite coverage, causation and bad faith disputes (2026). Pay tied to the award raised a fact issue on impartiality. Federal court may hear an umpire petition over \$75,000.	<i>In re ACE Am. Ins. Co.</i> , No. 25-0461 (Tex. 2026); <i>Spring Creek</i> , 152 S.W.3d 733; <i>Sentry v. Morgan</i> , No. 23-10888 (5th Cir. 2024); proposed 28 TAC 5.9800
Oklahoma	District judge in the county of loss, after 15 days, by statute	Standard fire policy requires a competent and disinterested appraiser and umpire; parties split umpire costs.	36 O.S. 4803(G)
Kansas	Court named in the policy	Appraiser tied to the contractor disqualified; umpire chosen on experience, bias and availability; umpire resolves differences rather than appraising anew.	<i>L & M Auto Repair v. Federated Mut.</i> , No. 23-CV-1203 (D. Kan. 2024)
Missouri	Court named in the policy	Party appraisers may advocate but may not hold a direct financial interest. Appraisal does not resolve disputed coverage.	<i>Allstate v. Gaworski</i> , 552 S.W.3d 180 (2018); <i>Brewer v. State Farm</i> , No. WD84331 (2022)
Arkansas	Policy controls, but binding clauses are limited	A non-voluntary, binding appraisal provision is unenforceable because it denies a jury trial.	Ark. Code 23-79-203; Bulletin 19-89; <i>Simmons Food</i> , No. 5:13-CV-05204 (W.D. Ark. 2015)
Colorado	Court named in the policy	An "impartial" appraiser may not advocate for either side. Contingency fees not disqualifying as a matter of law. 2026 bill to mandate binding appraisal postponed.	<i>Owners Ins. v. Dakota Station II</i> , 2019 CO 65; HB26-1247
Nebraska	Court named in the policy	Eighth Circuit refused to revisit an Omaha award over alleged errors in figures and measurements.	<i>Martinique Props. v. Certain Underwriters</i> , No. 21-3561 (8th Cir. 2023)
Iowa	Court named in the policy	Party appraisers act as advocates, but a contingency arrangement plus a long relationship with the insured was not disinterested.	<i>Central Life v. Aetna</i> , 466 N.W.2d 257 (Iowa 1991)
Also in the Eighth Circuit	Court named in the policy	Minnesota: appraisers may separate covered damage from wear. An umpire's later testimony cannot change a written award.	<i>Quade v. Secura</i> , 814 N.W.2d 703 (Minn. 2012); <i>Cincinnati Ins. v. Rymer</i> , No. 24-3356 (8th Cir. 2026)

Best practices for both sides: propose umpire candidates before the 15-day window closes; require written conflict disclosure from every candidate; keep appraiser and umpire pay hourly or flat; write the award so it states exactly what it covers. **Read the full article with sources:** oklariskadvisors.com/insurance-appraisal-umpire-rules

Current as of October 22, 2026. Texas appraisal rules under Insurance Code Chapter 1813 were still proposed when last checked. General information, not legal advice; the policy language controls. Prepared by Chris Chambers, Executive General Adjuster, Okla Risk Advisors. Umpire and appraiser services for policyholders and insurers.