CALIFORNIA COURT OF APPEAL, FIRST APPELLATE DISTRICT, DIVISION ONE

Guthrie v. Transamerica Life Insurance Company

Guthrie · No. A171526 · Decided June 22, 2026

SUMMARY

The California Court of Appeal, First Appellate District, Division One, affirmed the denial of class certification in an action alleging that Transamerica Life Insurance Company misrepresented or concealed charges for accelerated death benefit riders in Trendsetter LB life insurance policies. The court addresses the scope of the proposed class claims, predominance, typicality, and the effect of individualized communications and marketing materials on certification of claims under California’s Unfair Competition Law and Insurance Code provisions.

CASE DETAILS

COURT	California Court of Appeal, First Appellate District, Division One
WRITING FOR THE COURT	Banke, J.; Humes, P. J.; Langhorne Wilson, J.
JURISDICTION	California Court of Appeal, First Appellate District, Division One
DECIDED	June 22, 2026
DOCKET	A171526
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiffs appealed from an order denying their motion for class certification in a California Unfair Competition Law action concerning the pricing and disclosures for Transamerica's Trendsetter LB life insurance policies.
STANDARD OF REVIEW	Class-certification decisions are reviewed for abuse of discretion. The court reviews the reasons given by the trial court and will not disturb the decision if supported by substantial evidence and not based on improper criteria or erroneous legal assumptions. Predominance findings are generally reviewed for substantial evidence, with facts reasonably deducible from the record presumed in favor of the certification order.
PRECEDENTIAL VALUE	published

PARTIES	Brian Guthrie, Grady Lee Harris, Jr. v. Transamerica Life Insurance Company

TOPICS

class actions · life insurance litigation · insurance coverage · appellate procedure · standard of review

PRACTICE AREAS

class actions · insurance law · life insurance · consumer protection · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion by denying class certification based on the conclusion that common issues did not predominate.
2. Whether the Trendsetter LB policy language was unambiguous and could establish liability through common proof without considering the policy as a whole, individualized policy documents, marketing materials, or communications by agents.
3. Whether the policy's integration and modification clauses barred consideration of extrinsic evidence relevant to the meaning of the policy language or UCL liability.

HOLDINGS

1. The trial court did not abuse its discretion in denying class certification because plaintiffs failed to establish that common questions predominated over individualized issues concerning the information conveyed to each policyholder and the meaning and application of the policy language.
2. The policy language on which plaintiffs relied was ambiguous when read in the context of the policy as a whole and therefore could not support plaintiffs' proposed common-proof theory of liability.
3. The integration and modification clauses did not bar consideration of extrinsic materials relevant to understanding the policy language or determining UCL liability.

KEY QUOTATIONS

> *"In short, when considered in context and in light of all the other provisions of the Trendsetter LB policy, the language on the data pages on which plaintiffs rely is—on its face—ambiguous."* (21)

> *"Thus, contrary to plaintiffs' view, this is not a situation where certification might be proper even if members of the class were required to individually prove damages. Rather, as in Kaldenbach, liability could not be established on a class-wide basis."* (31)

> *"The judgment is affirmed. Transamerica is entitled to its costs on appeal."* (34)

FACTUAL BACKGROUND

Transamerica sold Trendsetter LB term life insurance policies as bundled products that included term life coverage and terminal, chronic, and critical illness accelerated death benefits. Plaintiffs' policy data pages stated that the policy premium was for the policy excluding riders and listed no additional rider charge, while the policy documents also contained automatically included accelerated death benefit riders and provisions concerning optional riders. Plaintiffs alleged that the policy language misleadingly suggested the accelerated death benefit riders were provided without charge and sought certification of claims based primarily on the common policy language. The policies varied in their customized data pages and applications, and purchasers obtained them through agents or brokers.

PROCEDURAL HISTORY

Plaintiffs filed a putative class action alleging unlawful, unfair, and fraudulent business practices under the UCL based on policy language concerning premiums and accelerated death benefit riders. The trial court initially denied certification in part and granted it in part, later clarified that the certified claims were limited to failure to provide the statutory free-look notice, and finally amended its ruling to deny class certification in its entirety after plaintiffs represented they did not intend to pursue that notice claim. The Court of Appeal affirmed and awarded Transamerica its costs on appeal.

DISPOSITION

affirmed

CASES CITED

- Davis-Miller v. Automobile Club of Southern California (2011) 201 Cal.App.4th 106, 110 fn. 2
- Kaldenbach v. Mutual of Omaha Life Ins. Co. (2009) 178 Cal.App.4th 830, 843-848
- Fairbanks v. Farmers New World Life Ins. Co. (2011) 197 Cal.App.4th 544, 561-564
- Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1021-1024
- Knapp v. AT&T Wireless Services, Inc. (2011) 195 Cal.App.4th 932, 941, 944
- Apple Inc. v. Superior Court (2018) 19 Cal.App.5th 1101, 1116-1117
- Van Ness v. Blue Cross of California (2001) 87 Cal.App.4th 364, 372-373
- In re Countrywide Financial Corp. Marketing and Sales Practices Litigation (S.D.Cal. Dec. 16, 2011) 2011 WL 6325877, at pp. *6-*9
- Massachusetts Mutual Life Ins. Co. v. Superior Court (2002) 97 Cal.App.4th 1282