

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

**Andrea Guianen and Jeffrey Guianen v. State Farm Mutual Auto
Insurance Company**

Guianen v. State Farm Mutual Auto Insurance Co., C.A. No. 25-262 · No. C.A. No. 25-262 Erie · Decided
March 23, 2026

SUMMARY

The United States District Court for the Western District of Pennsylvania considers State Farm's motion to dismiss the plaintiffs' statutory bad-faith claim arising from an uninsured motorist insurance dispute. The court concludes that the complaint alleges specific facts that plausibly support bad faith, including alleged delays and deficiencies in the insurer's investigation and evaluation of the claim. The motion to dismiss the bad-faith claim is denied.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Susan Paradise Baxter
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	March 23, 2026
DOCKET	C.A. No. 25-262 Erie
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under the pleading standard to dismiss Plaintiffs' statutory insurance bad-faith claim for failure to state a cognizable claim.
STANDARD OF REVIEW	On a motion to dismiss, the court accepted well-pleaded allegations as true and viewed them in the light most favorable to Plaintiffs, assessing whether the complaint stated a plausible claim for relief. The court did not resolve factual disputes or assess the veracity of Plaintiffs' allegations at the pleading stage.
PRECEDENTIAL VALUE	Nonprecedential memorandum opinion from a federal district court; precedential status is unknown in the source metadata.

TOPICS

insurance bad faith

uninsured motorist

motions to dismiss

insurance

civil procedure

PRACTICE AREAS

insurance

insurance bad faith

uninsured motorist

civil procedure

QUESTIONS PRESENTED

1. Whether Plaintiffs stated a plausible claim for insurance bad faith under 42 Pa. C.S. § 8371.
2. Whether the bad-faith allegations were merely conclusory or instead pleaded specific facts concerning State Farm's investigation and refusal to make an offer.

HOLDINGS

1. The complaint plausibly alleged that State Farm lacked a reasonable basis for refusing to make an offer or payment on Plaintiffs' uninsured-motorist claim and that State Farm knew or recklessly disregarded that lack of a reasonable basis. The bad-faith claim therefore should proceed to discovery.
2. State Farm's prior acceptance of an obligation to provide first-party medical benefits did not preclude it from later raising causation in evaluating uninsured-motorist benefits; however, Plaintiffs had to allege more than an inconsistency between the handling of those two types of benefits.

KEY QUOTATIONS

“Viewing Plaintiffs’ allegations in a light most favorable to Plaintiffs, the Court finds that the complaint presents a plausible claim for bad faith that should proceed to discovery.” (Discussion)

FACTUAL BACKGROUND

Plaintiffs were injured in a March 26, 2022 automobile accident in Ohio involving an uninsured driver. They asserted uninsured-motorist coverage under a State Farm policy and submitted medical records, demands, and other claim information, but State Farm had not made an offer or payment by the time suit was filed. State Farm continued investigating, citing an alleged gap in treatment records and the absence of an independent medical examination, while Plaintiffs alleged that they had provided requested records and that State Farm had not requested additional authorizations or an examination.

PROCEDURAL HISTORY

Plaintiffs filed claims for breach of contract, statutory insurance bad faith, and loss of consortium in the Court of Common Pleas of Erie County, Pennsylvania. Defendant removed the action to the United States District Court for the Western District of Pennsylvania and moved to dismiss Count II. After briefing, the district court denied the motion to dismiss the bad-faith claim.

DISPOSITION

other

CASES CITED

- Palek v. State Farm Fire & Casualty Insurance, 2020 WL 5077461, at *7 (W.D. Pa. Aug. 26, 2020)
- Terletsy v. Prudential Property & Casualty Insurance Co., 649 A.2d 680, 688 (Pa. Super. Ct. 1994)
- Gibson v. State Farm Mutual Automobile Insurance Co., 994 F.3d 182, 190-91 (3d Cir. 2021)
- Rancosky v. Washington National Insurance Co., 170 A.3d 364, 377 (Pa. 2017)
- Frog, Switch & Manufacturing Co. v. Travelers Insurance Co., 193 F.3d 742, 751 n.9 (3d Cir. 1999)
- Kline v. Progressive Corp., 2019 WL 6875601, at *2 (M.D. Pa. Dec. 17, 2019)
- Satterfield v. Government Employees Insurance Co., 2020 WL 7229763, at *2 (E.D. Pa. Dec. 8, 2020)
- Toner v. GEICO Insurance Co., 262 F. Supp. 3d 200, 208 (E.D. Pa. 2017)
- Pantelis v. Erie Insurance Exchange, 890 A.2d 1063 (Pa. Super. Ct. 2006)

OPINION

GUIANEN

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ANDREA GUIANEN and JEFFREY)

GUIANEN,)

Plaintiffs,) C.A. No. 25-262 Erie V. District Judge Susan Paradise Baxter

STATE FARM MUTUAL AUTO

INSURANCE COMPANY,)

Defendant.)

MEMORANDUM OPINION

IL INTRODUCTION

Plaintiffs Andrea Guianen (“Ms. Guianen”) and Jeffrey Guianen (“Mr. Guianen”), her husband, initiated the present action by filing a complaint against Defendant State Farm Mutual Auto Insurance Company in the Court of Common Pleas of Erie County, Pennsylvania. [ECF No. 1-1]. The action was subsequently removed to this Court by a Notice of Removal filed by Defendant on August 19, 2025. [ECF No. 1]. This case arises out of an automobile accident that occurred on I-271 near Beechwood, Ohio, on March 26, 2022, while Plaintiffs were transporting their three children to a youth hockey tournament. (ECF No. 1-1, at § 6). At the time, Ms. Guianen was driving Plaintiffs’ vehicle in the righthand lane when the driver of a nearby Jeep Cherokee suddenly lost control while attempting to merge in front of Plaintiffs’ vehicle, causing Plaintiffs’ vehicle to collide with the Jeep. (Id. at J 7-10). A. Injuries and Medical Care As a result of the accident, Mr. Guianen experienced wrist and knee pain, but did not suffer any fractures or structural damage. (Id. at § 14). Ms. Guianen also suffered wrist and knee pain, but more significantly suffered pain in her lower back that was initially diagnosed on March 29, 2022, as “lumbago with sciatica,” for which she received steroid injections and prescriptions for muscle

relaxers and topical pain patches. (Id. {{ 15-18). One month later, on April 29, 2022, Ms. Guianen was ordered a Neuromuscular and Muscular Electrical Stimulation unit (“NMES unit”) to address muscle wasting and weakness in her back and legs, and was prescribed Tramadol and a muscle relaxer for her pain. (Id. {} 20-23). On May 13, 2022, Ms. Guianen received another steroid injection, and on May 17, 2022, she underwent an MRI of her lumbar spine that revealed only mild degenerative changes. (Id. {} 25-26). Ms. Guianen also received a two-month course of chiropractic treatment, from April 6, 2022 through May 31, 2022. (Id. #4 27-28). After enduring more than a year of unresolved symptoms and pain, Ms. Guianen underwent an MRI of her right hip on November 4, 2023, which revealed a two-inch anterior superior labral tear on her right side, for which she was referred to an orthopedic surgeon, Dr. Deimel, who first prescribed physical therapy. (Id. §§ 30-34). During physical therapy, the therapist noted that Ms. Guianen had weakness in her left hip as well and referred her for an MRI of her left hip. (Id. 37). On January 31, 2024, Dr. Deimel reviewed the results of the MRI, which revealed “evidence of anterior superior labral tear” in Ms. Guianen’s left hip. (Id. 38- 39). As a result of these new findings, coupled with the lack of improvement in either hip during physical therapy, Ms. Guianen ultimately underwent arthroscopic labral repair on her right hip on March 28, 2024, and had the same procedure performed on her left hip on May 9, 2024. (Id. 9] 40-41).

B. Insurance Coverage

At the time of the accident, Plaintiffs were insured by a policy of automobile insurance issued by Defendant. (Id. § 63). On March 26, 2022, Defendant sent a letter to Ms. Guianen advising, in part, that “If it is determined that the other driver is not insured, or is underinsured, your uninsured motorist, or underinsured motorist coverage may apply.” (Id. { 64). It was subsequently determined that the driver who caused the accident was uninsured. (Id. 65). As a result, on March 26, 2024, Plaintiffs’ counsel notified Defendant that Ms. Guianen was asserting an uninsured motorist claim. (Id. § 66). Defendant responded on March 27, 2024, confirming that “on the date of loss [Plaintiffs] carried Uninsured Motorist Coverage limits of \$100,000 each person/\$300,000 each accident with the stacking option on three vehicles.” (Id. at 67). On August 9, 2024, Plaintiffs sent a letter to Defendant demanding coverage for their injuries, and enclosing copies of their medical records. (Id. at | 69). On August 22, 2024, Plaintiffs’ counsel followed up by emailing a complete set of the relevant medical records to Defendant’s claims division. (Id. at 70). On October 15, 2024, Defendant’s counsel requested Mr. Guianen’s medical treatment records, which were ultimately provided by Plaintiffs’ counsel on December 3, 2024. (Id. at {} 75-76). On December 4, 2024, Defendant requested that both Mr. and Ms. Guianen submit to examinations under oath, which were later held on February 7, 2025 (Id. at 4 77-78). On March 6, 2025, Plaintiffs’ counsel wrote to Defendant’s counsel asking when Defendant was expected to make a decision regarding Plaintiffs’ claim. (Id. at § 81). Defendant’s counsel responded the same day stating that he was “awaiting settlement authority.” (Id. at { 82). On March 14, 2025, Plaintiffs’ counsel advised Defendant’s counsel that Plaintiffs intended to file suit, noting that Defendant had not made any offer despite having received “complete medical records, an expert report and

demand letter ... last summer” and having given “Statements Under Oath” during the “first week of February.” (Id. at 83). On March 17, 2025, Defendant’s counsel replied that Defendant was still investigating the claim because it was concerned about “the 15-month gap in [Ms. Guianen’s] treatment between the date of loss on March 25, 2022, and her undergoing an MRI of her hip on November 4, 2023,” and it asked to be “provided a full copy of the records from Primary Care of Erie....” (Id. at § 84). On March 20, 2025, a nurse employed by Plaintiffs’ counsel sent an updated copy of Ms. Guianen’s medical records to Defendant “along with a detailed explanation of the treatment she received during the 15-month ‘gap’ [Defendant] was concerned about,” and explained that Primary Care Associates of Erie had mistakenly failed to provide a complete copy of the records previously. (Id. at § 85). On May 9, 2025, Plaintiffs’ counsel provided to Defendant an updated demand for payment of the full policy limits of \$ 300,000.00 to resolve Ms. Guianen’s uninsured motorist claim. (Id. at § 87). On May 16, 2025, Defendant’s counsel replied that Defendant still did not have enough information to evaluate Ms. Guianen’s claim, particularly with regard to “the labral tears in her bilateral hips which resulted in the two hip surgeries, and also “has not had the opportunity to have a medical doctor perform an Independent Medical Examination of Ms. Guianen....” (Id. at § 88). The present action was subsequently filed with the Erie County Court on or about July 15, 2025, asserting claims of breach of contract (Count I), bad faith (Count ID), and loss of consortium (Count IT), On August 26, 2025, Defendant filed a motion to dismiss Plaintiffs’ bad faith claim at Count II of the complaint [ECF No. 6], arguing that Plaintiffs’ allegations fail to state a cognizable bad faith claim. Plaintiffs have filed a brief in opposition to Defendant’s motion [ECF No. 8], to which Defendant has filed a reply brief [ECF No. 9]. This matter is now ripe for consideration.

I. DISCUSSION

Plaintiffs claim that Defendant has acted in bad faith in violation of 42 Pa. CS. § 8371 by failing and refusing to make any payment to Plaintiffs for their covered loss under their uninsured motorists coverage. The Pennsylvania Superior Court has defined bad faith in the context of an insurance coverage dispute as: any frivolous or unfounded refusal to pay proceeds of a policy; it is not necessary that such refusal be fraudulent. For purposes of an action against an insurer for failure to pay a claim, such conduct imports a dishonest purpose and means a breach of a known duty (i.e., good faith and fair dealing), through some motive of self-interest or ill will; mere negligence or bad judgment is not bad faith. *Palek v State Farm Fire and Cas. Ins.*, 2020 WL 5077461, at *7 (W.D. Pa. Aug. 26, 2020), quoting *Terletsky v. Prudential Prop. and Cas. Ins. Co.*, 649 A.2d 680, 688 (Pa. Super. Ct. 1994) (quoting *Black’s Law Dictionary* 139 (6th ed. 1990)). “<To prevail in a bad faith insurance claim pursuant to [42 Pa. C.S.A.] Section 8371, a plaintiff must demonstrate, by clear and convincing evidence, (1) that the insurer did not have a reasonable basis for denying benefits under the policy and (2) that the insurer knew or recklessly disregarded its lack of a reasonable basis in denying the claim.” *Gibson v. State Farm Mut. Auto Ins. Co.*, 994 F.3d 182, 190-91 (3d Cir. 2021), quoting *Rancosky v. Washington Nat’l Ins. Co.*, 170 A.3d 364,

377 (Pa. 2017). The Third Circuit has also recognized that bad faith conduct extends to “a frivolous or unfounded refusal to pay, lack of investigation into the facts, or a failure to communicate with the insured.” *Frog, Switch & Mfg. Co., Inc. v. Travelers Ins. Co.*, 193 F.3d 742, 751 n.9 (3d Cir. 1999). However, “[a] complaint does not state a bad faith claim upon which relief can be granted where the bad faith claim is based only on ‘bare-bones conclusory allegations’ of bad faith.” *Kline v. Progressive Corp.*, 2019 WL 6875601, at *2 (M.D. Pa. Dec. 17, 2019) (quotation omitted); *Satterfield v. Gov’t Ins. Emp. Co.*, 2020 WL 7229763, at *2 (E.D. Pa. Dec. 8, 2020) (citing cases); *Toner v. GEICO Ins. Co.*, 262 F. Supp. 3d 200, 208 (E.D. Pa. 2017) (Plaintiff “must plead specific facts as evidence of bad faith and cannot rely on conclusory statements” or “merely say that an insurer acted unfairly”). Here, Defendant first argues that “the bulk of Plaintiffs’ facts supporting the bad faith claim come in the form of a barebones list of legal conclusions that State Farm was somehow acting unreasonably in investigating the claim (which it was entitled to do as a matter of law).” (ECF No. 7, at p. 6). In support of this argument, however, Defendant references only two of the eleven bad faith allegations specified in paragraph 119 of the complaint 119(g) and (j)), while overlooking the more substantive allegations of §§ 119(a)-(e), which cite the following actions as evidence of Defendant’s bad faith:

1. Refusing to make a good faith offer because it ‘still does not have enough information to fully evaluate’ [Ms. Guianen]’s injuries when... Ms. Guianen provided every document and medical record requested and [Defendant] NEVER requested Ms. Guianen sign any additional authorization(s) or identified what other information would be ‘enough’ to allow it to fully evaluate her injuries. (ECF No. 1-1, at (119(a@))).
2. Refusing to make a good faith offer because it ‘still does not have enough information to fully evaluate’ [Ms. Guianen]’s injuries when... [Defendant] NEVER had sought an authorization from Ms. Guianen to speak with her treating surgeon. (Id. at §119(b)).
3. Refusing to make a good faith offer because it ‘has not had the opportunity to have a medical doctor perform an Independent Medical Examination of Ms. Guianen and then offer an opinion as to her injuries and the causation thereof’ ... when [Defendant] has NEVER requested an IME of Ms. Guianen. (Id. at §119(c)).
4. Refusing to make a good faith offer without hiring a qualified orthopedic surgeon to review Ms. Guianen’s medical records, and conduct an examination to determine whether the labral tears in her bilateral hips which resulted in the two hip surgeries was caused by the uninsured motorist collision of March 26, 2022. (Id. at 4119(d)).
5. Refusing to make a good faith offer after paying the entire medical benefit for certain medical care required by Ms. Guianen related to her injuries caused by the uninsured motorist collision of March 26, 2022. (Id. at §119(e)).’ These allegations, in particular, are far from a “barebones list of legal conclusions,” as they encapsulate the well-pleaded allegations of the preceding paragraphs of the complaint, which must be viewed in a light most

favorable to Plaintiffs. Nonetheless, Defendant challenges the legitimacy of those allegations, arguing that “a cursory review of the complaint reveals that the investigation was delayed by Plaintiffs’ own conduct, despite their suggestion that they ‘fully complied’ with the investigation, Compl. § 66, and that they provided ‘every document and medical record requested[,]’ Compl. § 119(a).” (ECF No. 7, at p. 8). At the heart of Defendant’s argument is its claim that Plaintiffs have never provided “complete” medical records because no records have been produced for the 15-month “gap” 1 The Court recognizes that Defendant’s prior acceptance of its obligation to provide coverage for Ms. Guianen’s medical care under the first-party benefits portion of its policy does not preclude Defendant from later raising the issue of causation with regard to its provision of uninsured motorist benefits. See *Pantelis v. Erie Ins. Exchange*, 890 A.2d 1063 (Pa. Super. 2006). Thus, the Court agrees with Defendant that, in order to maintain a bad faith claim, Plaintiffs must show more than a mere inconsistency between the Defendant’s handling of the first-party and the third-party uninsured motorist benefits. between May 2022 and November 2023.⁷ As a result, Defendant contends that it is “objectively unreasonable for Plaintiffs to claim that [Defendant] should have completed its evaluation” without such records; that it “could not have asked for authorizations for medical records when Plaintiffs themselves have not identified whoJ,] if anyone[,] [Ms. Guianen] treated with during this 15-month period;” and that “an IME (or orthopedic records review) would be of little value without the records from this 15-month period and/or attestation that Plaintiff wife did in fact not treat for 15 months.” (ECF No. 9, at p. 2). However, this argument necessarily presupposes that such records, in fact, exist and that Plaintiffs have either been withholding them or been less than diligent in providing them. Such a presupposition is unsupported by the detailed allegations of the complaint and, in particular, calls into question the veracity, rather than the sufficiency, of Plaintiffs’ allegation that Ms. Guianen has “provided every document and medical record requested...” (ECF No. 1-1, at § 119(a)). This is not appropriate at the pleading stage. Viewing Plaintiffs’ allegations in a light most favorable to Plaintiffs, the Court finds that the complaint presents a plausible claim for bad faith that should proceed to discovery. Accordingly, Defendant’s motion to dismiss Plaintiffs’ bad faith claim will be denied. An appropriate Order follows. 2 The Court notes that the cited period from May 2022 to November 2023 actually consists of 18 months, rather than 15 months: however, for purposes of Defendant’s motion, the Court will defer to Defendant’s repeated reference to a “15-month gap” in medical records/treatment.