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PRECEDENTIAL VALUE	Nonprecedential memorandum opinion from a federal district court; precedential status is unknown in the source metadata.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)
- Terletsky 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)