



EVEREST SUES TRANSAMERICA FOR BREACH OF CONTRACT

On March 12, 2026, Everest sued Money Services, Inc. (“MSI”) and Transamerica Life Insurance Company (“Transamerica” and, together with MSI, “Defendants”) in the United States District Court for the Southern District of New York. The complaint can be viewed [here](#). The Complaint alleges, in part:

- “Everest is the nation’s leading provider of funeral planning and concierge services. Through services such as 24/7 access to advisors, funeral cost-comparison tools, estate planning assistance, secure electronic document storage, and expedited recovery of insurance benefits, Everest helps individuals and their loved ones prepare for and get through some of the hardest moments in their lives.”
- “In 2019, life-insurance company Transamerica sought a partner to strengthen its offerings and promote them to insurance agents. Everest and its industry-leading funeral concierge service was a natural fit, so Transamerica and MSI (which acts as Transamerica’s procurement arm) struck a deal with Everest. The partnership has been a resounding success. Since 2020, Everest has marketed, and insurance agents across the country have sold, more than 225,000 Transamerica/Everest policies.”
- “Termination does not end Defendants’ obligations to include Everest on policies issued before the June 30, 2026 effective date of termination (what the contracts call “inforce” policies) and to pay Everest for those policies.”
- “[Everest and Transamerica/MSI’s contract] states that, after termination, Everest ‘shall continue to provide’ services on all policies ‘**inforce** on the effective date’ of termination ‘**through the duration of the Policy**,’ and Defendants will pay Everest the Continuous Monthly Fee for those services.”
- “Having benefited from Everest’s marketing efforts and secured hundreds of thousands of new clients, Defendants no longer want to live up to their end of the bargain. They seek to replace Everest on those Transamerica/Everest policies That is not what Everest bargained for, not what agents sold, and not what thousands upon thousands of insureds wanted when they purchased policies with Everest’s premium services.”
- “Everest brings this lawsuit to force Defendants to honor their contractual obligations.”

INQUIRIES

Any inquiries may be directed to Mark Musico, Partner, Susman Godfrey LLP, mmusico@susmangodfrey.com, (212) 471-8357.