Pamela Jane Nye vs. California Fair Plan (Claim Denial Review Request)

EXHIBIT #6

(Retransmission to replace prior draft copy)

REQUEST FOR EXECUTIVE-LEVEL CLAIM REVIEW

DISCLOSURE: *During a February 19, 2026, telephone conversation with Hillary McLean, for executive level review, I was advised to submit our discussed information to media@cfpnet.com. This correspondence is submitted pursuant to that instruction along with my, public adjuster and elder law attorney content input. – Chuck Foster*

EMAILED TO: media@cfpnet.com - **Attn:** David Lorence, Hillary McLean

FROM: Pamela Jane Nye via Chuck Foster, News Director/WCNi News Service
(With Ms. Nye's knowledge, consent, and participation)

Policyholder: Pamela J. Ms. Nye
Email: pamelajanenye@neurosciencenursing.org **Mobile Phone:** 310.463.4137
LOSS DATE: January 8, 2024
Policy Number: CFP 0100931134
Claim Number: 00140612

EXECUTIVE SUMMARY

The issue presented is straightforward and legally significant:
California FAIR Plan (CFP) accepted, negotiated, deposited, kept and since November 1, 2024, AND continued to keep Ms. Nye's $2,942 renewal premium while denying her wildfire claim, alleging, *"Due to nonpayment of premium, we must respectfully deny your claim as there was no policy in force at the time of the loss".*

Retention of premium while denying coverage for the insured risk raises substantial issues, including:

- Waiver
- Estoppel
- Improper forfeiture
- Unfair claims handling
- Potential bad faith
- Elder financial abuse implications

This submission provides CFP executive leadership the opportunity to reassess the denial in light of these facts and the controlling California law.

BACKGROUND FACTS (UNDISPUTED)

- Pamela Nye is a senior-aged (78) acclaimed nurse who paid her annual renewal premium.
- Bank records assured Ms. Nye that CFP had received and deposited her payment.
- CFP has no evidence Ms. Nye received policy lapse, cancellation notice, or premium refund.
- Therefore, Ms. Nye had no reason to know or believe there was a CFP coverage problem.
- Following the Palisades wildfire, Ms. Nye's home and all content were destroyed.

- CFP has kept Ms. Nye's renewal premium since November 1, 2024.
- Ms. Nye's coverage was denied, and CFP continues to retain her policy renewal payment.
- The Palisades Wildfire destroyed her home and all contents.
- Notwithstanding CFP receiving and keeping Ms. Nye's 2024-2025 policy renewal payment, it denied her wildfire claim, stating, "Due to nonpayment of premium, *we must respectfully deny your claim as there was no policy in force at the time of the loss.*
- CFP denied the claim based solely on alleged nonpayment.

CFP does not dispute:
- The wildfire occurred.
- The property was a total loss.
- The claim was timely submitted.

Thus, the denial rests entirely on the asserted lapse.

CFP'S CLAIM DENIAL LETTER STATES:

Dear PAMELA J. NYE:

We have completed our investigation into the above loss. You reported that your home is a total loss due to the Palisades Wildfire. We conducted a thorough review, and your California FAIR Plan policy terminated on October 14, 2024, due to nonpayment of premium.

Therefore, we must respectfully deny your claim as there was no policy in force at the time of the loss.

Please refer to CFP Policy form CFP 00 01, which states: The California Fair Claims Settlement Practices Regulations state that you must be notified of the following policy provision concerning suits against the California FAIR Plan Association. Thank you.

ANALYSIS OF CFP DENIAL LETTER

1. Failure to Address Premium Acceptance and Retention
The letter does not:
- Deny receipt of the renewal premium.
- State the premium was rejected.
- State the premium was refunded.
- State the payment was conditionally accepted.
- Explain why the premium was retained if coverage had terminated.

2. Under California law, acceptance and retention of a renewal premium may:
- Waive forfeiture
- Estop the insurer from asserting lapse
- Constitute affirmation of coverage

An insurer cannot retain the premium for a policy period and simultaneously deny the risk for that same period.

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3. CFP's conclusory "Investigation" Statement

CFP's statement about a "thorough review" to deny Ms. Nye's claim without clarifying:

- Was Ny's premium receiving and keeping payment was evaluated
- Were notice mailing records confirmed
- Does evidence exist that Ms. Nye received policy lapse notice or premium refund
- Were all policy refund procedures followed.

A legally sufficient investigation must be objective and complete.
Failure to address dispositive facts renders the investigation facially deficient.

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4. Policy Citation Without Legal Analysis

CFP's denial references policy form CFP 00 01 does not address:

- California waiver doctrine
- Estoppel by conduct
- Statutory claims settlement regulations
- The legal consequences of premium retention

Contract language does not override statutory and common law principles.

ELDER FINANCIAL ABUSE CONSIDERATION

Did CFP consider Ms. Nye (age 78) qualify as an elder under California law.
Welfare & Institutions Code §15610.30 includes within its scope:

- Wrongful retention of an elder's property
- Use of funds inconsistent with the transaction
- Conduct likely to cause harm

* Accepting and retaining an elder's premium while denying the insured risk warrants careful executive review.

FORMAL INFORMATION REQUEST

To ensure a complete and accurate record, please provide:

1. The legal authority CFP relied upon for retaining the premium while denying coverage.
2. Copies of all lapse, cancellation, or refund notices allegedly mailed.
3. Documentation of mailing method.
4. Proof of mailing, including tracking or postal receipts.
5. CFP's mailing procedure manual in effect at the time.
6. Identification of all persons and entities to whom notice was sent.
7. Identify where the $2,942 premium has been held since November 1, 2024.
8. Confirmation of whether interest accrued from the funds retained.
9. Internal communications concerning the policy, premium, and claim.
10. All pre-wildfire claim evidence indicating Ms. Nye received notice about her policy lapse, cancellation or her receiving any CFP policy payment refund.
11. Legal and just reason why Ms. Nye's claim should not be reinstated and claim approved.

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PATHWAY TO RESOLUTION

Ms. Nye's preference is for a timely, cooperative, fair and private resolution.
The material facts are uncomplicated:

- Renewal premium paid.
- Premium accepted and retained.
- Wildfire destroyed insured property.
- Policy payment received and kept by CFP since 11/1/2024
- **See https://sychoa.com website**

PRIVATE, GOOD FAITH RESOLUTION AND RELEASE OFFER

Claim resolution and release conditions include:

✓ Immediate policy and claimreinstatement with maximum claim category payment.
✓ Reimbursement of delay-related expenses to date.
✓ Reasonable attorney fees and costs

REQUEST FOR RESPONSE

Please provide Ms. Nye with a substantive written response within ten (10) calendar days. This request is made in good faith to allow California FAIR Plan executive leadership the opportunity to reassess and correct what appears to be a legally unsustainable position.

More about Ms. Nye: Bio/CV … Operation Scrubs, Inc. … LinkedIn … Google Internet Footprint

"25 years of premium payments for homeowners' insurance with Farmers' … 2 years with California Fair Plan … with no claims or payment issues."

I have participated in the writing, have read, and, upon information and belief, I'm of the opinion that the information provided is accurate.

Respectfully submitted,

VIA

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