

EXHIBIT #1

Date: November 3, 2025

Subject: Notice of Claim Denial Appeal Submission; Demand for Immediate Policy Restoration

Via Email & Certified Mail

California FAIR Plan Property Insurance (CFP)

P.O. Box 76924, Los Angeles, CA 90076

W: www.cfpnet.com

Claims Examiner III

Insured/Claimant: Pamela Jane Nye

Loss Date: January 7, 2024

Loss Cause: Pacific Palisades wildfire

2024 Loss Location: Pacific Palisades, CA 90272

Temporary Address:

Email Address:

Policy Term: 2024–2025

Policy No.: CFP

Claim No.:

To Whom It May Concern:

Please accept this letter as formal notice that attached is a copy of Pamela Jane Nye's Claim Denial Appeal, with supporting documents, and a demand for immediate restoration and claims payment identified within her wrongfully cancelled 2024–2025 insurance policy.

By way of summary:

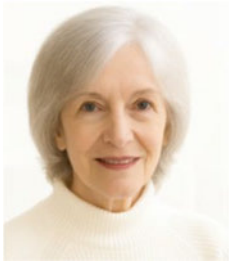
1. Ms. Nye hereby submits her **Claim Denial Appeal** together with all supporting exhibits, including correspondence, payment and renewal records, photos, inventories, and proof of timely compliance.
2. She demands immediate restoration of her 2024–2025 insurance policy and full processing and payment of all covered benefits under the above-referenced claim, including dwelling, personal property, additional living expenses (ALE), and any other applicable coverages.
3. Given known acts and omission by CFP set forth within Ms. Nye's appeal and supportive documents, an appeal shall be considered sufficient evidence to proceed with gross negligence, breach of contract, bad faith conduct.
4. Ms. Nye requests **written confirmation within ten (10) business days** of:
 - o (a) the policy reinstatement status

- (b) the specific claim items approved for payment
 - (c) any remaining information FAIR Plan requires to release all due benefits
5. Should any portion remain disputed, please provide the **complete claim file**, including policy forms and endorsements, renewal and cancellation notices (with proof of mailing), and a written explanation citing policy language for each denial or reduction.

Nothing in this notice waives any rights or remedies available under the policy or California law. Ms. Nye expressly reserves all rights.

Please direct all communications to the undersigned at the contact information below.

Sincerely,



Pamela Jane Nye/Policy Holder

Enclosures: Claim Denial Appeal & Supporting Documents

CC: Chuck Foster, Authorized Agent
Richard Villanueva, Public Adjuster/The Greenspan Company.

INSURANCE CLAIM APPEAL BY PAMELA JANE NYE

Date: October 30, 2025

From: Pamela Jane Nye, Insured/Claimant

Loss Location: [REDACTED] Pacific Palisades, CA 90272

Temporary Address: [REDACTED] Huntington Beach CA 92646

E: pam [REDACTED]

T: [REDACTED]

To: California FAIR Plan Property Insurance

P.O. Box 76924, Los Angeles, CA 90076

T: (800) 339-4099 / W: www.cfpnet.com

% Jessica Mansfield, Claims Examiner III

T: [REDACTED]

E: [REDACTED]

Subject: Insurance Claim Denial Appeal

Policy No. CFP [REDACTED]

Date of Loss: 01/07/2025 / Claim No. [REDACTED]

PREFACE

This document constitutes service of an Insurance Claim Denial Appeal by Pamela Jane Nye (Nye), whose dwelling and contents located at 1335 Palisades Drive, Pacific Palisades, CA 90272 were destroyed on January 8, 2025, by the California Palisades wildfire. This document also confirms that, in addition to Nye, Chuck Foster (Foster) and Richard Villanueva (Villanueva) are authorized by Nye to speak for, and to obtain insurance claim-related information and documents on Nye's behalf.

Mr. Foster is a named Trustee of the Pamela Jane Nye Family Trust; Mr. Villanueva is an acclaimed Greenspan Company public adjuster who, in a link-provided one-minute/46-second YouTube video, succinctly explains what he does and why we're blessed to have his assistance resolving insurance claims. Should this be concerning or not working, here is the website address:

<https://www.greenspanai.com/resources/videos/our-story-richard-villanueva/>. For more information about Mr. Villanueva, his Greenspan Company website page is <https://www.greenspanai.com/about/our-team/richard-villanueva/>.

I. Background

- Pamela Jane Nye, a 77-year-old nurse, has maintained homeowners/fire insurance coverage through the **California FAIR Plan (CFP)** for approximately three years, with a 25-year prior history of prompt and timely homeowner's insurance premium payments with Farmers Insurance.
- On **October 28, 2024**, Nye asserts, "I have no recollection or document to support my having received a late payment or cancellation notice from CFP or Farmers Insurance Agents Michael Rey/Rey Insurance Service. I did, however, receive a CFP policy renewal payment invoice by U.S. mail on October 28, 2025. As has been and continues to be my disciplined same-day bill-paying history, I wrote and mailed a check for \$2,942 on October 28, 2024, which bank records confirm was received, deposited, and kept by CFP **since November 1, 2024**."
- On **January 8, 2025**, the *Palisades Wildfire* destroyed Ms. Nye's home and all contents. When Nye contacted CFP, she was told her claim would be (and was) denied because her policy had lapsed and was cancelled before her loss.

However, CFP:

- **Confirmed receipt and still keeps** Ms. Nye's November 1, 2024, payment;
- Alleged that it "returned" the payment by mail but **has no record or evidence** to confirm that any returned payment check was ever received, deposited, or cashed by Ms. Nye or anyone else; and
- **Failed to notify** Ms. Nye or her insurance agent that the policy remained cancelled or that any payment was being refused.

II. Issues Presented

1. Whether CFP's **acceptance and retention** of Ms. Nye's renewal premium **reinstated** the policy as a matter of law under California authority.
2. Whether CFP's alleged "refund" (without proof of mailing, receipt, or cashing) and failure to notify the insured constitutes a **waiver** or **estoppel** precluding reliance on a lapse defense.
3. Whether CFP's **cancellation notice**, if any, complied with California Insurance Code notice requirements for residential property insurance.
4. Whether CFP's acts or omissions were wrongful and violated other civil codes, statutes or governmental regulations.

III. Applicable Law

A. Statutory Notice and Nonpayment Cancellation Requirements

- **Insurance Code § 662:** Requires at least 10 days' written notice of cancellation for nonpayment of premium, mailed or delivered to the named insured.
- ✓ **Failure to comply with these statutes renders a purported cancellation ineffective.**

B. Reinstatement by Acceptance of Premium

- **Insurance Code § 10350.4:** If a renewal premium is not paid within the time granted, a *subsequent acceptance of premium by the insurer without requiring an application for reinstatement reinstates the policy.*
- **Ryman v. American National Ins. Co., 5 Cal.3d 620 (1971):** -- The California Supreme Court held that by depositing a late premium without issuing a conditional receipt or requesting an application for reinstatement, the insurer accepted the premium and reinstated the policy, i.e.,

"The insurer, by depositing the late premium payment ... without issuing a conditional receipt or requesting an application for reinstatement ... accepted the premium ... and reinstated the policy." (Id. at 623.)

Although Ryman involved a health policy, the principle applies broadly: *acceptance of the premium waives forfeiture and reinstates coverage.*

C. Waiver and Estoppel -- California courts hold that when an insurer **accepts or retains a premium** after lapse or cancellation and fails to notify the insured that the policy is not in effect, it **waives** the right to rely on the lapse and may be **estopped** from denying coverage.

- See *Antonopoulos v. Mid-Century Ins. Co.* (63 Cal.App.5th 580 (2021)) (homeowners' fire policy; insurer's post-lapse acceptance of premium created triable issue on reinstatement and waiver).
- *LegalClarity*, "Lapsation in California: Causes, Legal Rules, and Reinstatement" (2025) – notes insurer cannot arbitrarily refuse reinstatement once it accepts premium without condition.
- See also *McHugh v. Protective Life Ins. Co.*, 12 Cal.5th 213 (2021) (insurance lapse statutes strictly construed against insurer).

IV. Analysis

A. CFP's Acceptance and Retention of Premium Reinstated the Policy

- CFP received and kept Nye's \$2,942 premium on **November 1, 2024**, (two weeks after CFP's alleged cancellation notice) and well before the **January 8, 2025**, wildfire loss. Moreover, acceptance was without any conditional receipt or reinstatement application by CFP and, to date, has failed to return/refund Nye's payment.
- Under *Ryman*, this **constitutes acceptance and reinstatement by operation of law.**, **Therefore, the policy was active and in force at the time of the wildfire loss.**

B. CFP's Alleged "Refund" Is Unsupported and Ineffective

- CFP's claim that it returned the premium lacks documentary proof. No evidence shows the refund check was received, negotiated, or even mailed.
- Under California law, **retention or unexplained holding** of the insured's premium—especially coupled with failure to notify—demonstrates **waiver** and **estoppel**. CFP's conduct signaled to the insured that coverage was in effect. And because CFP neither notified Ms. Nye nor her agent that the policy remained cancelled or payment refused, CFP cannot now rely on lapse as a defense.

C. CFP Failed to Provide Proper Statutory Notice of Cancellation

- CFP asserts cancellation for nonpayment but proves strict compliance with **Insurance Code § 662** and **§ 396**—including proof of mailing, date, address, and content of cancellation notice. And given Ms. Nye's consistent payment record and the lack of any notice, the CFP's cancellation is **void and ineffective**.

D. Equitable and Consumer Protection Considerations

- Ms. Nye is a **senior insured** with a multi-decade record of timely payments.
- CFP is the **insurer of last resort**; its statutory mission is to protect homeowners otherwise unable to obtain coverage in high-fire-risk areas.
- CFPs' handling—accepting payment, failing to notify, then denying coverage—may constitute **bad-faith conduct** under California law.

VI. Table of Authorities

Authority	Citation / Source	Principle
<i>Ryman v. American National Ins. Co.</i>	5 Cal.3d 620 (1971) (law.justia.com)	Acceptance of a late premium reinstates the policy
<i>Antonopoulos v. Mid-Century Ins. Co.</i>	63 Cal.App.5th 580 (2021) (insurlaw.com)	Homeowners policy reinstatement/waiver
<i>McHugh v. Protective Life Ins. Co.</i>	12 Cal.5th 213 (2021)	Strict compliance with lapse notice
Cal. Ins. Code § 10350.4	codes.findlaw.com	Premium acceptance = reinstatement
Cal. Ins. Code §§ 396 & 662	codes.findlaw.com	Cancellation/notice requirements
Legal Clarity Article	legalclarity.org	An insurer may not arbitrarily refuse reinstatement.

VII. Exhibits

- Exhibit 1 Chase Bank image of Nye's Oct. 28, 2024, payment to CFP
 - Exhibit 2 Chase Bank image of Nye's Oct. 28, 2024 rec'd/deposited into CFP account on Nov. 1, 2024
 - Exhibit 3 CFP's letter indicating receipt of Nye's wildfire claim
 - Exhibit 4 CFP's letter denying Nye's wildfire insurance claim due to "non-payment of premium."
-

Respectfully submitted,




A handwritten signature in blue ink that reads "Pamela Jane Nye". The signature is written in a cursive, flowing style.

SEE ATTACHED EXHIBITS DOCUMENTS AND COPIES BELOW

EXHIBIT #1

PAMELA J. NYE 90-7182/3222 1321
PACIFIC PALISADES, CA 90272-2153 DATE Oct. 28, 2024

PAY TO THE ORDER OF CA Fair Plan Assoc. \$ 2942.00
Two thousand nine hundred forty two & ⁰⁰/₁₀₀ DOLLARS

CHASE 
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO [REDACTED]

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION _____
DO NOT WRITE OR SIGN BELOW THIS LINE
(RESERVED FOR FINANCIAL INSTITUTION USE)

CREDIT TO THE ACCT OF THE
NAMED PAYER-W/O PREJUDICE
WELLS FARGO BANK N.A.
LOS ANGELES CA 91731
Acct. #4600193098
Box Num: 840244
Date: 20241101



EXHIBIT #2


90-7162/3222 1316

PAMELA J. NYE
[REDACTED]
PACIFIC PALISADES, CA 90272-2153

DATE Sept. 30, 2024

PAY TO THE ORDER OF Farmers Insurance \$ 2097.52


Two thousand and ninety seven dollars $\frac{52}{100}$ DOLLARS  

CHASE 
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO 1/2 YEAR [REDACTED]

[REDACTED]

FOR DEPOSIT ONLY D396430062
TO WITHIN NAMED [REDACTED]

ENDORSE HERE 

AT NAME OF FINANCIAL INSTITUTION _____ DATE _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

10/2018



EXHIBIT #3 Claim Update

P.O. Box 76924
Los Angeles, CA 90076
(800) 339-4099
www.cfpnet.com

September 22, 2025

PAMELA J NYE

[REDACTED]

PACIFIC PALISADES, California 90272

RE:	Insured:	PAMELA J NYE -
	Policy No.:	CFP [REDACTED]
	Loss Location:	[REDACTED] PACIFIC PALISADES, California
	Date of Loss:	01/07/2025
	Cause of Loss:	Fire
	Claim No.:	[REDACTED]

Dear PAMELA J NYE -:

This letter is to provide a status of the above claim. The following items are needed to resolve your claim:

- The Underwriting department is in the process of verifying if the policy was active at the time of the loss.

Once the needed information is received, we will contact you regarding resolution of your claim. If you have any questions, please contact me at the number below.

Sincerely,
Jessica Mansfield
Claims Examiner III

[REDACTED]
[REDACTED]

Enclosure(s): None



EXHIBIT #4 Claim Denial

P.O. Box 76924
Los Angeles, CA 90076
(800) 339-4099
www.cfpnet.com

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September 23, 2025

Pamela J. Nye
[REDACTED]
Pacific Palisades, CA 90272

RE: Insured: PAMELA J NYE -
Policy No.: CFP [REDACTED]
Loss Location: [REDACTED] PACIFIC PALISADES, California 90272
Date of Loss: 01/07/2025
Cause of Loss: Fire
Claim No.: [REDACTED]

Dear PAMELA J NYE -:

We have completed our investigation of 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 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 California FAIR Plan Association:

CONDITIONS

- 1. **Policy Period.** This policy applies only to loss which occurs during the policy period.

- 12. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

If the loss or damage relates to a "state of emergency" as defined in Section 8558 of the Government Code, this time period shall be extended to two years.

California Law provides that the one-year suit limitation period is tolled from the date you notified us of the claim until our investigation is complete and your file is closed. Tolled means that this time period does not count toward the calculation of the time period to begin the legal action.

If you believe that any portion of the claim you presented has been wrongfully denied or rejected, you may wish to have the matter reviewed by the California Department of Insurance by writing or calling their office at:

Claims Services Bureau
California Department of Insurance
300 South Spring Street
Los Angeles, California 90013
Telephone: (800) 927-4357

As of today, your claim is closed. If you have any questions regarding any of the foregoing and/or decision with respect to your claim, or if there is additional information you would like us to consider, please contact the undersigned.

Sincerely,
Jessica Mansfield
Claims Examiner III

[REDACTED]

Enclosure(s)

