

EXHIBIT #9

California Department of Insurance (Consumer Services Division)

From: Pamela Jane Nye

[REDACTED]
Huntington Beach, CA [REDACTED]

Email: pam [REDACTED]

Date: March 10, 2026

To: California Department of Insurance
Consumer Services Division
300 Capitol Mall, Suite 1700
Sacramento, CA 95814

Subject: Assistance Request: Wrongful California FAIR Plan Claim Denial / Premium Retention

Dear Consumer Services Division,

I'm a senior age (78) nurse who respectfully requests assistance regarding the wrongful wildfire insurance claim denial issued by the California FAIR Plan Association ("CFP").

On January 8, 2025, my home at [REDACTED], Pacific Palisades, CA 90272 was destroyed in the Palisades Wildfire, resulting in a total loss of the dwelling and all content.

Prior to this loss, I paid my annual renewal premium of \$2,942, which bank records reveal it was received, negotiated, accepted and deposited by CFP on November 1, 2024.

Despite accepting and retaining the premium, CFP denied my claim, stating that my policy had terminated October 14, 2024 due to nonpayment of premium.

CFP retained and continues to retain my \$2,942 annual policy renewal premium and, to date, has produced no evidence my ever receiving the alleged refund.

CFP also alleges notice of my policy lapse was sent to my Palisades residence address and my former Farmers Insurance Agent Michael Rey (Rey Insurance Services).

CFP further allege their referenced premium refund check was "issued" but admits it has no record of it being received, cashed or deposited.

CFP also has no evidence that I ever received any notice of policy lapse, cancellation, or refund prior to the wildfire loss.

My CFP denial aligns with California insurance law and raises concerns regarding:

- Acceptance and retention of premium while denying coverage
- Waiver and estoppel principles
- Breach of Contract
- Unfair claims handling practices
- Potential bad faith claims handling

EXHIBIT #10

I respectfully request that the Department of Insurance review the conduct of California FAIR Plan in this matter and require the insurer to explain:

1. Why was the premium accepted and retained if the policy was not in force.
2. Whether retaining premium while denying coverage complies with California insurance law, and other Civil Code statutes.

Upon verification of the facts presented, California Fair Plan should be required to promptly reinstate my cancelled policy and deliver the benefits associated with the policy for which I have paid. Additionally, appropriate accountability should be enforced regarding any alleged "bad faith" actions.

Attached are copies of relevant documents including:

- * EXHIBIT #1 CFP 2024-2025 Policy + Pymt Check
- * EXHIBIT #2 CFP Claim denial letter
- * EXHIBIT #3.0 + 3.1 Bank records = Nye's 2024-2025 Policy Pymt to and rec'd-deposited by CFP
- * EXHIBIT #4 Initial appeal letter to CFP Claims Dept
- * EXHIBIT #5 Appeal letter to CFP's CEO, Victoria Roach
- * EXHIBIT #6 Request for Executive Level Claim Review
- * EXHIBIT #7 By Certified mail, CFP wrongfully sent req document to wildfire address
- * EXHIBIT #8 Nye's CFP claim-related operationwildfire.com website
- * EXHIBIT #9 CFP Billing Dept. responding to Nye's Request for Executive Level Claim Review
- * EXHIBIT #10 Copy of this "California Department of Insurance Assistance Request: Wrongful California FAIR Plan Claim Denial/Premium Retention" document.

Thank you for your assistance and oversight in this matter.

Respectfully,



Disclosure: *With input public adjuster, attorney and news media input, I have participated in the writing, have read, and, upon information and belief, I'm of the opinion that the information I have provided is accurate.*