

Form E5-2. Policyholder Notice of Loss and Request for Coverage

Position: Loss Involving UAP Activity or Government Response

Instructions page. Delete this page before use. Sample template for use by or with a licensed attorney. Not legal advice. Laws differ by jurisdiction and change; adapt the document to your facts and check every citation before relying on it. Version 1.10, October 2026. Legal information, not legal advice. Published by the Emergent Frontiers Institute (NHI Law is not a law firm). Citations checked in October 2026; check every citation before relying on it. Web version: <https://nhilaw.com/forms/e5-2.html>

Use. The two coverage disputes most likely after such a loss are (1) whether the insurer can invoke a war, hostile action, or sovereign-act exclusion, and (2) whether the policyholder gave timely notice and preserved evidence. This letter gives notice promptly, preserves the record, asks the insurer to state its position in writing, and frames the exclusion question before the insurer does. It avoids asserting facts the policyholder cannot yet prove about the cause of the loss.

When to use. An insured giving notice of a loss that may involve UAP. **Not for:** Losses with no possible coverage question.

Deadlines. Give notice as soon as practicable; many policies set fixed periods.

[Date]

VIA [EMAIL AND CERTIFIED MAIL]

[Insurer claims department / designated notice address under the policy]

[Broker, if notice to broker is permitted or required]

Re: Notice of loss and request for coverage position

Insured: [Name]

Policy No.: [] **Policy period:** []

Date of loss: [] **Location:** []

Dear Sir or Madam:

[Insured] gives notice of a loss under the policy identified above and requests that you acknowledge this notice and state your coverage position in writing.

1. The loss. On [date], at approximately [time], [describe what happened in plain factual terms: e.g., “the insured aircraft, N____, experienced a loss of electrical power and a forced landing near ____”; “the insured’s facility sustained damage to ____”; “operations at ____ were suspended when the Federal Aviation Administration closed the airspace”]. The physical damage and losses known to date are [describe]. We are still assessing the full extent of the loss and will supplement this notice.

2. Information about the cause. [Choose and adapt:] - [Crew members / employees / witnesses] reported observing [describe in their words] at or near the time of the loss. [Insured] has reported the observation to [the FAA / the All-domain Anomaly Resolution Office / local law enforcement] [give report or case number if any]. - [Governmental authority] [closed the airspace / issued a temporary flight restriction / restricted access to the site / took custody of debris or equipment] on [date]. [Insured] has requested information about the reason for that action and will provide what it receives.

[Insured] does not yet know the cause of the loss. Nothing in this letter is an admission about the cause, and [Insured] reserves the right to supplement or correct this account as information develops.

3. Coverage. [Insured] believes the loss is covered under [identify insuring agreement(s), e.g., “the all-risks physical damage coverage” and “the business interruption coverage”]. [Insured] anticipates that questions may arise under the policy’s exclusions for [war, hostile or warlike action, acts of a sovereign power, or confiscation by governmental authority]. [Insured]’s position is that those exclusions do not apply. War and hostile-action exclusions have been read to require hostilities between sovereign or quasi-sovereign entities, and exclusions are construed narrowly against the insurer. *Universal Cable Productions, LLC v. Atlantic Specialty Insurance Co.*, 929 F.3d 1143 (9th Cir. 2019); *Pan American World Airways, Inc. v. Aetna Casualty & Surety Co.*, 505 F.2d 989 (2d Cir. 1974); *Merck & Co. v. Ace American Insurance Co.*, 475 N.J. Super. 420 (App. Div. 2023), *appeals dismissed*, 256 N.J. 190 (2024). No sovereign has claimed responsibility for, or been identified as the cause of, this loss. If you intend to rely on any exclusion, please identify the exclusion and the facts on which you rely.

4. Requests. Please:

- (a) acknowledge receipt of this notice and assign a claim number;
- (b) identify the adjuster and any independent adjuster or expert retained;
- (c) state in writing whether you accept coverage, deny coverage, or reserve rights, and on what grounds;
- (d) provide a complete certified copy of the policy, including all endorsements and any exclusion forms; and
- (e) advise whether you contend any condition precedent (notice, proof of loss, cooperation, examination) has not been satisfied.

5. Preservation. [Insured] is preserving [list: damaged property, flight data and cockpit voice recorders, maintenance records, sensor data, photographs and video, communications with air traffic control, and witness contact information]. If [a governmental authority] has taken custody of any evidence, [Insured] has asked that authority to preserve it [see Form D4-1]. Please let us know if you wish to inspect any property before repairs. Absent your response within [10] business days, [Insured] will proceed with repairs and mitigation necessary to prevent further loss, after documenting the condition of the property.

6. Proof of loss. [Insured] will submit a sworn proof of loss within the time required by the policy, or within any extension you agree to in writing. Please confirm the deadline.

[Insured] reserves all rights under the policy and applicable law.

Sincerely,

[Name, title, contact]

cc: [Broker]; [Counsel]

Drafting notes

- **Timing.** Send the notice as soon as the loss is known, even if the cause is unclear. Late notice is the insurer's easiest defense.
- **Aviation losses and government seizure.** The standard aviation war-perils exclusion (LSW 555D/AVN 48B type) covers more than hostilities. Its clause (f) excludes confiscation, seizure, detention, or requisition "by or under the order of any Government," and a New York court applied it to bar all-risks claims for aircraft that Russian airlines kept after 2022. *Aircastle Ltd. v. Chubb European Group S.E.*, 259 N.Y.S.3d 893, 900, 907-09 (Sup. Ct. N.Y. County 2026). If the government has detained or requisitioned the aircraft, payload, or recovered material, give notice under the war-risk policy as well, and do not rely on the hostilities cases in paragraph 3 for that part of the loss.
- **Describe observations only.** Report what witnesses saw in their own words. Do not characterize the event as an attack, a crash of a craft, or an act of any being. A description that sounds like hostilities invites a war-exclusion denial.
- **State insurance regulations.** Many states impose claim-handling deadlines on insurers (for example, California's Fair Claims Settlement Practices Regulations, Cal. Code Regs. tit. 10, §2695.1 et seq., which require acknowledgment of a claim within 15 days of notice (§2695.5(e)) and a decision within 40 days of proof of claim (§2695.7(b))). Cite the applicable regulation in a follow-up letter if the insurer does not respond.
- **Classified matters.** If the loss involves a government contract or classified equipment, clear the letter with the contracting agency's security office before sending, and describe the government's role only in unclassified, public terms.
- **Montreal Convention.** For international carriage claims by passengers or shippers, the carrier's liability regime ([Issue E5](#)) is separate from this first-party notice.
- Related: [Issue E5](#); Forms D4-1, E1-1, E3-1, E5-1.