

ETAG

Insurance Details

Legal Action

Legal Expenses Insurance – minimising liability for costs

Eurotunnel PLC has a contractual obligation to provide Foundation Shareholders with their travel rights. ETAG can if necessary apply to the Courts to compel compliance by Eurotunnel and its prospective acquirer Groupe Eurotunnel SA.

As with all litigation a successful outcome cannot be *guaranteed*, and although ETAG now has substantial funds, we wish to make sure that all funding sources have been made available to maximum advantage.

This is where you might be able to help. The Steering Committee's lead member of the legal team, Michael Spencer QC, has his own household insurance policy which provides up to £100,000 legal expenses cover for legal disputes. Subject to the approval of his insurers, he is willing to join ETAG in any necessary action in his own name in order to enable this cover to be utilised. If you have a similar policy, would you consider allowing it to be used in the same way?

If so, we would very much like to hear from you. No policy will be used without first coming back to you to confirm that the number of policy holders who are able to join in this way ensures that any possible cost is covered several times over and that there is no individual risk.

If you have such a policy and it covers this type of dispute, then the insurance **you have paid for** is intended to enable you to participate directly in proceedings against Eurotunnel rather than indirectly as a member of ETAG. Your share of the cost of legal proceedings would be met by your insurer.

Michael Spencer, whose chambers have extensive experience in insurance matters, and ETAG's solicitors SJ Berwin, will do everything necessary to liaise with the insurers. If you were to participate, you would not be involved in any work other than providing the necessary details of your cover, viz:

- The name of your insurance company and the number of the policy or schedule or client number.
- The limit of indemnity for legal expenses cover – eg. £50,000.
- The terms of the relevant insurance clause (ie. a clause offering insurance in relation to a particular type of dispute, in this case a contract dispute) – if you can't identify the clause, don't worry.
- Permission for us to write to your insurer, in order to put them on notice on your behalf and arrange a meeting of insurers on risk.

To respond to this request, please [click here](#), and provide the information detailed in the bulleted points immediately above. A response will be taken as indicating your consent, and that you will complete a claim form if required by your insurer to do so.