



Devon and Torbay
Combined County Authority

**DEVON AND TORBAY
COMBINED COUNTY
AUTHORITY
INDEMNITY PROTOCOL**

For approval on 19 March 2025

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1. Local Protocol – Indemnity for Members and Officers

Indemnity for elected members

1. The Devon and Torbay Combined County Authority (DTCCA) gives the following indemnities to its elected Members, subject to paragraphs 2-13 below: -
 - a. That if any act or omission of an elected Member in the course of exercising his/her proper powers and duties as a member of the Authority does or may give rise to any liability of the Authority or the elected Member to any third party, the Authority will indemnify the elected Member against all loss or damage or other legal expenses arising and the Authority will not make any claims against the elected Member for any loss or damage or legal or other expenses.
 - b. That if any act or omission of an elected Member in the course of exercising his/her proper powers and duties as a member of the Authority, does or may give rise to any liability of the member to the Authority, then the Authority will not make any claims against the elected Member for any loss or damage or legal or other expenses.
2. That, subject to paragraph 3, the indemnities shall apply to all actions undertaken, or failures to act, which forms part of or arises from the duties of the elected Member on behalf of the Authority whilst the elected Member is acting within the scope of their authority which shall include when they are acting as the Authority's representative on other bodies providing that they act with the written consent of the Authority and in accordance with the terms of that consent.
3. That the indemnities shall apply to all actions undertaken, or failures to act, in pursuit of the duties of the elected Member on behalf of the Authority whilst the elected Member is acting outside the scope of their authority which shall include when they are acting as the Authority's representative on other bodies providing that;
 - a. They act with the written consent of the Authority and in accordance with the terms of that consent and providing further that the elected Member reasonably believed that the action, or failure to act, in question, was within the power of the authority, and was also within his or her powers at the time at which the elected Member acted.
 - b. Where the action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the authority, or any statement that certain steps have been taken or requirements

fulfilled, they believed that the contents of the statement were true, and it was reasonable for them to hold that belief at the time when they acted or failed to act.

4. That, subject to paragraph 11, the indemnities shall apply to the defence of any criminal proceedings.
5. That, subject to paragraph 11, the indemnities shall apply to the defence of any proceedings in connection with the Code of Conduct for Elected Members, pursuant to Part 3 of the Local Government Act 2000 and Part 1 of the Localism Act 2011.
6. That the indemnity shall apply to any loss or damage or legal or other expenses arising from any civil liability which arises as a consequence of any action or failure to act which also constitutes a criminal offence, providing that such liability has not arisen in whole or in part from any fraud, deliberate wrongdoing or recklessness on the part of the elected Member.
7. That the indemnities shall not apply to loss or damage or legal or other expenses arising directly or indirectly from: -
 - i. Fraud, dishonesty or a criminal offence, or other deliberate wrongdoing or recklessness on the part of the elected Member (save as provided for by paragraph 6)
 - ii. Liability in respect of losses certified by the Authority's external auditor as caused by wilful misconduct or where unlawful expenditure has been knowingly or recklessly authorised.
 - iii. Circumstances in which the elected Member has not acted in good faith.
8. In relation to loss or damage or expenses relating to the actions of an elected Member when they were acting as the Authority's representative on other bodies the following additional limitations will apply: -
 - i. Where the management committee or its equivalent is jointly and severally liable, the indemnity to the elected Member will be limited to a sum equivalent to the amount for which the Member would be liable if all members of the management committee or its equivalent paid an equal amount to discharge the liability.
9. The Authority may in its absolute discretion withdraw the indemnities if: -
 - i. The elected Member does not notify the Monitoring Officer and Chief Finance Officer (Section 73 Officer) immediately they are aware of an incident and/or are notified of a claim.

- ii. The elected Member makes any admission to or negotiates or agrees any settlement with a third party without the prior written consent of the Monitoring Officer and Chief Finance Officer (Section 73 Officer).
- 10. The indemnities shall not apply in respect of all claims falling within the cover provided to elected Members under any policy of insurance taken out by the Authority or any motor vehicle insurance policy taken out by the elected Member.
- 11. The elected Member shall reimburse the Authority, or its insurer, for any sums expended by the Authority or the insurer in relation to any criminal proceedings, or any proceedings under Part 3 of the Local Government Act 2000 and Part 1 of the Localism Act 2011 where:
 - a. In the case of criminal proceedings, if the elected Member in question is convicted of a criminal offence, and that conviction is not overturned following an appeal.
 - b. In the case of proceedings under Part 3 of the Local Government Act 2000, and Part 1 of the Localism Act 2011 if the elected Member admits that he has failed to comply with the Code of Conduct, or if there is a finding in those proceedings that that the elected Member in question has failed to comply with the Code of Conduct, and that finding is not overturned following a legal or Ombudsman challenge.
- 12. The indemnities shall continue in force for as long as the elected Member remains liable in law for the act or omission in question.
- 13. The indemnities shall not extend to any situation where it would be unlawful for the Authority to give an indemnity to elected Members.

Indemnity for employees

1. The Authority gives the following indemnities to its employees, subject to paragraphs 2 –12 below: -
 - a. That if any act or omission of an employee in the course of his/her employment by the Authority does or may give rise to any liability of the Authority or the employee to any third party, the Authority will indemnify the employee against all loss or damage or legal or other expenses arising, and the Authority will not make any claim against the employee.
 - b. That if any act or omission of an employee in the course of his/her employment by the Authority does or may give rise to any liability of the employee to the Authority, then the Authority will not make any claim against the employee for any loss or damage or legal or other expenses.
2. That, subject to paragraph 3, the indemnities shall apply to all actions undertaken, or failures to act, which forms part of or arises from, the duties of the employee on behalf of the Authority, whilst the employee is acting within the scope of his/her employment or authority which shall include when they are acting in relation to work undertaken by the Authority for other bodies and work undertaken by the employee for or on behalf of another body, providing that his/her Chief Officer has authorised the work in question.
3. That the indemnities shall apply to all actions undertaken, or failures to act, which forms part of or arises from the duties of the employee on behalf of the Authority whilst the employee is acting outside the scope of his/her authority which shall include when they are acting as the Authority's representative on other bodies providing that:
 - a. They act with the written consent of the Authority and in accordance with the terms of that consent, and providing further that they reasonably believed that the action, or failure to act, in question was within the power of the Authority, and was also within their powers at the time at which they acted
 - b. Where the action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the Authority, or any statement that certain steps have been taken or requirements fulfilled, they believed that the contents of the statement were true, and it was reasonable for them to hold that belief at the time when they acted or failed to act.

4. That, subject to paragraph 10, the indemnities shall apply to the defence of any criminal proceedings.
5. That the indemnity shall apply to any loss or damage or legal or other expenses arising from any civil liability which arises as a consequence of any action or failure to act which also constitutes a criminal offence, providing that such liability has not arisen in whole or in part from any fraud, deliberate wrongdoing or recklessness on the part of the employee.
6. That the indemnities will not apply to loss or damage or legal or other expenses arising directly or indirectly from: -
 - i. Fraud, dishonesty or a criminal offence, or other deliberate wrongdoing or recklessness on the part of the employee (save as provided for by paragraph 5)
 - ii. Liability in respect of losses certified by the Authority's external auditor as caused by wilful misconduct or where unlawful expenditure has been knowingly or recklessly authorised.
 - iii. Circumstances in which the employee has not acted in good faith.
7. In relation to loss or damage or expenses relating to the actions of an employee when they are acting as the Authority's representative on other bodies the following additional limitations will apply –
 - i. Where the management committee or its equivalent is jointly and severally liable, the indemnity to the officer will be limited to a sum equivalent to the amount for which the officer would be liable if all members of the management committee or its equivalent paid an equal amount to discharge the liability.
8. The Authority may in its absolute discretion withdraw the indemnities if: -
 - i. The employee does not notify the Monitoring Officer and Chief Finance Officer (Section 73 Officer) immediately they are aware of an incident and/or are notified of a claim.
 - ii. The employee makes any admission to or negotiates or agrees any settlement with a third party without the prior written consent of the Monitoring Officer and Chief Finance Officer (Section 73 Officer).

9. The indemnities shall not apply in respect of all claims falling within the cover provided to employees under any policy of insurance taken out by the Authority or any motor vehicle insurance policy taken out by the employee.
10. The employee shall reimburse the Authority, or its insurer, for any sums expended by the Authority or the insurer in relation to any criminal proceedings where the employee in question is convicted of a criminal offence, and that conviction is not overturned following an appeal.
11. The indemnities shall continue in force for as long as the employee remains liable in law for the act or omission in question.
12. The indemnities shall not extend to any situation where it would be unlawful for the Authority to give an indemnity to employees.