

Appendix 1

Indemnity Policy for Officers and Members

1. Indemnity

An indemnity (“**the Indemnity**”) is granted by Exeter City Council (“**the Council**”) to any elected member or officer (“**the Individual**”), subject to the conditions and administration set out in this policy against any:

- a) claim, liability, loss, damage, and/or award of damages; or
- b) reasonable costs for legal advice or representation, where they are subject to civil or criminal proceedings

arising from actions or failures to act through their official duties as an elected member or officer.

The Indemnity is subject to the limitations and conditions contained within this document.

2. Extent of the Indemnity

The Indemnity shall only cover instances where the Individual has acted in good faith and reasonably believed that they were acting within their authority. To determine this, the Council shall consider any advice the Individual had received in respect of their authority or generally about their powers.

The Indemnity shall cover the actual cost or expense incurred by the Individual. Evidence of the actual cost or expense must be provided by the Individual to the satisfaction of the Council’s Monitoring Officer.

The Indemnity shall cover criminal defence costs, unless a conviction results, in which case the Individual shall be liable to repay the costs in full to the Council. Any fine payable due to a criminal conviction will not be covered by the Indemnity.

The Indemnity shall extend to where an Individual has been appointed to an external body or organisation or to a regulatory role on behalf of the Council, such appointment having been made at the request of the Council and through the course of the Individual’s official duties.

3. Limit of the Indemnity

The Indemnity will not cover:

- a) any act or failure to act which constitutes a criminal offence (including matters that may give rise to a civil claim which also constitutes a criminal offence).
- b) any act or failure to act which arises as a result of fraud or other deliberate wrongdoing or recklessness;
- c) the cost of pursuing a defamation claim;
- d) any loss or expense of which reimbursement could be sought from another source, including a policy of insurance;
- e) civil action brought by an officer arising out of their employment with the Council, unless agreed with the Council’s Monitoring Officer;
- f) any legal fees incurred by an elected member following a complaint against them for failing to comply with the Code of Conduct for Councillors/Members;

- g) any acts, or omissions, of a member as a result of a position they have in their personal capacity with an outside body, which was not an appointment by the Council;
- h) any instance where the Individual has attempted to negotiate, or negotiated a settlement or admitted liability for a claim within the scope of this Indemnity, without the consent of the Council's Monitoring Officer.

4. Conditions

The Council's Monitoring Officer shall determine the application of this Indemnity in individual cases and may attach reasonable conditions to its operation, including but not limited to the following:

- a) The Individual must notify the Council's Monitoring Officer promptly of any claim or liability for which the Indemnity is sought;
- b) The Individual must provide the Council's Monitoring Officer and insurers with information requested, including any legal advice they have received in relation to the claim;
- c) The Individual must not agree any settlement of all or part of the claim without first obtaining the consent of the Council's Monitoring Officer;
- d) Any amount payable to the Individual under this indemnity may be limited to a set amount, a specific act of legal representation, legal advice on a specific issue or a particular stage in proceedings;
- e) Any payment for legal fees may be limited to the rates under National Band 2 of the Government's Guideline Hourly Rates available at: < [Solicitors' guideline hourly rates - GOV.UK](#) > ;
- f) Should a payment made under this Indemnity relate to a criminal investigation or proceedings against the Individual, it shall be repaid to the Council if the Individual is convicted of an offence;
- g) The Council may require the Individual to provide security—such as a legal charge over property owned by the Individual—where it is reasonably anticipated that the Individual may become liable to repay any amount paid by the Council under this Indemnity;
- h) The Individual shall exhaust any other means available to them for meeting legal costs (such as a policy of insurance they may hold); and
- i) Any other reasonable conditions.

5. Obligations of Officers and Members

Any Individual who intends to rely upon this Indemnity must notify the Council's Monitoring Officer as soon as they become aware of any claim—whether against the Council or them as an Individual—that could result in a financial loss to the Council.

Following notification to the Council's Monitoring Officer, the Individual must provide any information and/or assistance to the Council throughout the relevant legal proceedings. This information and/or assistance may include the provision of written witness statements and appearing in Court to give oral evidence.

6. Insurance

The Council will have in place a policy of Insurance to provide cover for the Indemnity. In any case where a liability or loss is not covered by the Council's insurance arrangements, the Council may, at its discretion, agree to meet the cost of any indemnity from its own

resources with any such decision based on the principles and conditions contained in this policy.

7. Monitoring Officer Decision

The Council's Monitoring Officer is responsible for determining the application and operation of this policy to individual cases. In the event of a dispute concerning the decision of the Monitoring Officer in applying this policy, the matter shall be referred to the Chief Executive for determination.

Should the dispute be brought by the Chief Executive, the matter will be referred to the Section 151 Officer for determination.

Simon Copper
Monitoring Officer
21 October 2025