

## **POLICE AND CRIME COMMISSIONER ELECTIONS – HOME OFFICE INDEMNITY**

### **1. BACKGROUND**

- 1.1 Elections for Police and Crime Commissioners will be held on 15<sup>th</sup> November 2012.
- 1.2 Returning Officers will act as a Police Area Returning Officer or a Local Area Returning Officer (each as defined in the Police and Social Responsibility Act 2011) in relation to one or more of these elections.
- 1.3 A person acting as a returning officer is personally responsible for the conduct of the election in their area and therefore a Returning Officer may be subject to claims relating to the conduct of those election(s) for which he/she is acting as returning officer.
- 1.4 The Home Office has agreed to provide an indemnity in respect of certain liabilities to which any Returning Officer may be subject, as a result of him or her carrying out his/her duties as a Police Area Returning Officer or a Local Returning Officer in relation to the conduct of those election(s) for which he/she is responsible.
- 1.4 Further information on the indemnity provided by the Home Office is set out below.

### **2. INDEMNITY**

- 2.1 Subject to paragraphs 3 and 4 below, the Home Office agrees on demand to indemnify and to keep indemnified returning officers from and against all and any losses, liability, damages, costs (including, but not limited to, reasonable legal costs and expenses properly incurred), claims, proceedings and/or expenses which may be taken or made against or incurred by that Returning Officer in consequence of conducting one or more elections (including any by-elections which are held under the Police and Social Responsibility Act 2011 subsequent to the elections but prior to 30<sup>th</sup> April 2016).
- 2.2 The indemnity set out in paragraph 2.1 shall cover (but not be limited to) a Returning Officer's liabilities to the public, as an employer and/or in his/her professional role:
  - (a) in relation to any claim for personal injury or death where the cause of action arises during the conduct of the election, and/or

(b) as a result of a challenge to the conduct of the election through an election petition.

2.3 There shall be no limit on the number of claims which a Returning Officer may make.

### **3. EXCLUSIONS**

3.1 The indemnity described in paragraph 2 above shall not cover:

(a) any losses, liability, damages, costs, claims, proceedings nor expenses which arise in whole or part from any deliberate or wilful negligence by the Returning Officer;

(b) any claim to the extent that such claim relates to the acts or omissions of the Returning Officer in carrying out registration duties in relation to the election(s);

(c) any claim relating to use of a motor vehicle where such use:

(i) does not relate to the conduct of the elections; and/or

(ii) should have been covered by a valid insurance policy, but was not; nor

(d) any claim to the extent that such claim is covered by the terms of an existing insurance policy held by:

(i) the Returning Officer and/or

(ii) a local authority,

of which the Returning Officer is the beneficiary, and which covers the conduct of the Police and Crime Commissioner election(s).

3.2 For the purposes of paragraph 3.1.(d) (ii) above, an insurance policy does not include any self-insurance arrangements made by a local authority.

3.3 The indemnity provided by the Home Office shall apply only in relation to the elections, and to any subsequent by-elections which are held under the Police and Social Responsibility Act 2011 before April 30<sup>th</sup> 2016. It shall not cover any losses, liability, damages, costs, claims, proceedings nor expenses whatsoever incurred in

relation to the conduct of any other elections and/referendums held whilst the indemnity is in force.

**4. RESPONSIBILITIES OF THE RETURNING OFFICER:**

4.1 In return for the indemnity given by the Home Office, the responsibilities of the Returning Officer shall be as follows:

1.1.2 he/she will not make any claim under the indemnity, if such claim is covered by the terms of any applicable insurance policy;

1.1.3 he/she will notify the Home Office before making any admission of liability, and before settling any claim;

1.1.4 he/she will use all reasonable efforts to mitigate any losses, liability, damages, costs which are, or are likely to be, the subject of the indemnity referred to in paragraph 2 above and to ensure that any expenses incurred are incurred properly and reasonably; and

1.1.5 he/she will notify the Home Office of any claims to which the indemnity referred to in paragraph 2 above is, or is likely to, apply, as soon as possible and in any case no later than 30th April 2016.

**5. DURATION OF THE INDEMNITY:**

5.1 The indemnity provided by the Home Office shall commence on April 1<sup>st</sup> 2012 and shall terminate automatically, without further notice, on 30th April 2016.