

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 9th June at 10.30am
Via Video Conference Call

Present Lord Edward Faulks (Chairman)
 Richard Best
 Nazir Afzal
 Andrew Brennan
 David Hutton
 Lara Fielden
 Janette Harkess
 Helyn Mensah
 Miranda Winram
 Mark Payton
 Andrew Pettie
 Peter Wright

In attendance: Charlotte Dewar, Chief Executive
 Michelle Kuhler, PA and minute taker
 Holly Pick, Joint Head of Complaints
 Lauren Sloan, Joint Head of Complaints

Also present: Members of the Executive:

 Katrina Bell
 Rosemary Douce
 Alice Gould
 Thomas Moseley
 Sean Sutherland
 Sebastian Harwood
 Emily Houlston-Jones

Observers: Jonathan Grun, Editors' Code of Practice Committee
 Will Gore, alternate industry Committee Member

1. Apologies for Absence

There were no apologies received

2. Declarations of Interest

Declarations of interest were received from Peter Wright for items 7 and 8

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 21 April.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman welcomed everyone to the meeting.

He informed the Committee that Holly Pick will be leaving IPSO, and everyone gave their appreciation to Holly for her contribution to IPSO during her time with the company.

The Chairman congratulated Lauren Sloan who has now been promoted and will be the sole Head of Complaints and to Katrina Bell, who has been promoted to Senior Complaints Officer.

He informed the Committee that we have two new complaints officers Sebastian and Emily, who were welcomed to IPSO.

He welcomed Jonathan Grun as an observer and Will Gore, IPSO's new alternate industry Committee member who is also observing today.

The Chairman handed over to Lauren Sloan to provide an update of what is in the pipeline for the Committee members.

Lauren update the Committee members on current complaint numbers that are considerably up on 2019. IPSO is looking at having dealt with 9,000 complaints this year so far, and in total there were 9,619 complaints across the whole of 2019.

She updated the Committee on what IPSO has in the pipeline, including a number of multiple complaints which the Executive has responded to.

6. Complaint 09645-19/09767-19 Evans v cornwalllive.com/mirror.co.uk

The Committee discussed the complaint and ruled that the complaint should not be upheld. A copy of the ruling appears in **Appendix A**.

7. Complaint 01293-20 Garner v Mail Online

The Committee discussed the complaint and ruled that the complaint should be brought back to the next meeting.

8. Complaint 00040-20 Smith v Metro.co.uk

The Committee discussed the complaint and ruled that the complaint should be upheld. A copy of the ruling appears in **Appendix B**.

9. Complaints not adjudicated at a Complaints Committee meeting

The Committee confirmed its formal approval of the papers listed in **Appendix C**.

10. Any other business

There was no other business.

11. Date of next meeting

The date of the next meeting was confirmed as 21st July 2020.

The meeting ended at 12.25pm

Appendix A

Decision of the Complaints Committee 09645-19 Evans v Cornwalllive.com

Summary of complaint

1. Lucie Evans complained to the Independent Press Standards Organisation that Cornwalllive.com breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 4 (Intrusion into grief or Shock), Clause 5 (Reporting of suicide) and Clause 6 (Children) of the Editors' Code of Practice in an article headlined "Perfect dad and husband with 'wall of gambling debts' killed himself", published on 21 December 2019.
2. The article reported on an inquest which heard that a man, Jowan Evans, had taken his own life after he could "no longer cope with an 'accumulating wall of debts'". The article reported that the man, a father of three, had accumulated debts from gambling and had "significant financial problems". The sub headline stated "Jowan Evans bet £111,000 online in 11 years", and the article went on to report that Mr Evans had spent more than £111,000 in online bookmakers and betting shops. It said that he was understood to have "hanged himself" in a wooded area 800 metres from his car which he had left in a car park. It reported that police investigators had discovered a note in his van in which he had referred to his secret gambling addiction. The article featured a quote from a Detective Sergeant, who said Mr Evans "had gambled more than £110,000 and made a net loss of £53,000 through the various online sites", and a quote from the Assistant Coroner who had said "these gambling sites operated on a pay-as-you-bet basis with money coming directly out of people's bank accounts without any deposits required onto the sites themselves, making it quite easy to gamble". The article featured several photographs of the man; the first pictured him holding his child with the caption "Jowan Evans with his son [name]". The article also featured a photograph of him holding another child with the caption "Jowan Evans was a loving dad and husband who could not cope with a mounting gambling addiction".
3. The complainant, the wife of the deceased, said that the article was inaccurate. She said that her husband did not enter or use betting shops; he had only used online bookmakers. She also said that the note was not found by the police in his van, as reported. Rather, the police had searched the van on the evening of his disappearance, but they had missed the note and she had found it two days later. The complainant also said that her name had inaccurately been reported as "Lucy".
4. The complainant said that the newspaper had published private information regarding the amounts of money her husband had gambled and borrowed from his father. She said that the family had a reasonable expectation of privacy in respect of this information, that it was of no benefit for the public to know this, and publication of this information represented a breach of Clause 2. She also considered that the publication of these figures represented an intrusion into the family's grief and shock in breach of Clause 4, and gave an unnecessarily negative portrayal of her husband's character.
5. The complainant was also concerned that publication of the information regarding her husband's suicide, namely where he had parked his car, where his body was located and how he had ended his life was insensitive in breach of Clause 4. She considered that the publication of these details and specifying the method her husband had used represented unnecessary detail when reporting suicide in breach of Clause 5.
6. The complainant said that publication of the images of her husband with his children, aged two and five, represented a breach of Clause 6. The complainant said that she had given permission for the photographs to be used for an earlier article in March which appealed for information on her husband's disappearance. The complainant also confirmed that she had contacted the publication on Facebook in July about publishing an

article on her husband's death and his struggles with addiction and gave consent for the photographs to be used for the purposes of that article. However, she said that this did not constitute consent for their inclusion in the article under complaint which centred on his inquest and the details of his suicide. While she accepted that she had shared a post of her family photographs on her personal Facebook page, no one from the publication had approached her to ask for permission to use the photographs for the purposes of this article.

7. The publication denied any breach of the Code. It said that the article did not state that Mr Evans had used walk-in betting shops. It said the article featured several references to online bookmakers, which clearly demonstrated that the bets were made online and not in person. It said its reporter had advised that the reference to the note was read out during the inquest hearing, and it provided the reporter's notes taken at the time which said that "a note was found in his car". The publication agreed to amend this section of the article as well as the incorrect spelling of the complainant's name, but it did not consider that these represented significant inaccuracies requiring correction under the terms of Clause 1(ii).

8. The publication denied that the publication of the figures regarding Mr Evans' expenditure or borrowing represented a breach of Clause 2 or Clause 4. It said that both figures were heard at the inquest, and therefore it was entitled to report them. The publication provided a copy of the reporter's notes which it said demonstrated that this information was heard at the inquest.

9. The publication denied that the information published in the article breached the terms of Clause 5. It said that all the published details regarding Mr Evans' suicide were heard at the inquest and did not amount to excessive detail of the method used under the Code. It also noted that Devon and Cornwall Police had published a status on 18 March which said:

'Body found in Lostwithiel' Police have this afternoon found the deceased body of a man in the Greatwood Plantation in Lostwithiel. Enquiries continue but at this time this death is not being treated as suspicious. The family of missing man Jowan Evans have been made aware of this development.

10. The publication also denied that publishing the photographs of Mr Evans with his children represented a breach of Clause 6. It said that the complainant had given consent for it to use these photographs in a previous article, in which she had appealed for help to find her missing husband and although it could not produce this consent in writing, the publication noted that the complainant had accepted this was the case. The publication also said that it was later approached on 19 July by the complainant on Facebook about publishing an article on mental health awareness, her partner's addiction, and a fundraising campaign that had been set up for his children. The publication highlighted that the journalist had asked whether photographs could be used, to which the complainant responded, "Of course you are welcome to use any photos". This article was then published online under the headline "Wife tells how she lost husband to a 'monster' after discovering his hidden gambling addiction" on 20 July. The publication also said that the photographs of the children were featured in both the aforementioned online fundraising campaign and on social media and were therefore publicly accessible. It considered that given the clear connection between the content of the article under complaint and that of the previously published articles, as well as the fact that the photographs were publicly available, republishing these images did not represent a breach of Clause 6. However, the publication removed the photographs from the online articles as a gesture of goodwill in a bid to resolve the matter.

11. The complainant said that the publication's offer to remove the photographs and to amend the reference to the note was not enough to resolve the matter. She reiterated her position that the permission she had previously given to the publication to publish the photographs of the children did not constitute consent for them to be published in an article about his inquest that featured insensitive and unnecessary detail.

Relevant Code Provisions

12. Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.

13. Clause 2 (Privacy)

- i) Everyone is entitled to respect for his or her private and family life, home, health and correspondence, including digital communications.
- ii) Editors will be expected to justify intrusions into any individual's private life without consent. In considering an individual's reasonable expectation of privacy, account will be taken of the complainant's own public disclosures of information and the extent to which the material complained about is already in the public domain or will become so.

14. Clause 4 (Intrusion into grief or shock)

In cases involving personal grief or shock, enquiries and approaches must be made with sympathy and discretion and publication handled sensitively. These provisions should not restrict the right to report legal proceedings.

15. Clause 5* (Reporting Suicide)

When reporting suicide, to prevent simulative acts care should be taken to avoid excessive detail of the method used, while taking into account the media's right to report legal proceedings.

16. Clause 6* (Children)

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- iii) Children under 16 must not be interviewed or photographed on issues involving their own or another child's welfare unless a custodial parent or similarly responsible adult consents.

*The Public Interest

There may be exceptions to the clauses marked * where they can be demonstrated to be in the public interest.

3. The regulator will consider the extent to which material is already in the public domain or will become so.

Findings of the Committee

17. Firstly, the Committee wished to express its condolences to the complainant for her loss.

18. The Committee noted the complainant's concern that the newspaper had inaccurately reported that the police had found the note left by her husband, when in fact she had found it. The reporter's notes, which the newspaper had provided, recorded that "a note was found", but did not record who had found it. It appeared from the reporter's notes that the reference to the note having been found in the car had immediately followed references to the police operation and that the publication had misunderstood from the context that the police had found the note. It was regrettable that the error had caused concern to the complainant, but in the context of the article, which centred on the findings made at the inquest proceedings, the Committee concluded that whether the note was found by the police or by the complainant was not a significant point. Accordingly, the report did not constitute a failure to take care and a correction was not required under the terms of Clause 1. There was no breach of Clause 1 on this point, but the Committee welcomed the offer from the publication to amend the online article.

19. The article reported that the complainant's husband had spent money in "online bookmakers and betting shops". The Committee noted that this single reference was ambiguous with regard to whether the "betting shops" were also online. There were, however, multiple references throughout the article to the betting being online or on online websites. These references, coupled with the subheadline which reported that Mr Evans had "bet £111,000 online", and the Assistant Coroner's comments published in the article, which referred specifically to online gambling, were sufficient in the Committee's view to make it clear that Mr Evans had gambled online as opposed to in physical betting shops. There was no failure to take care not to publish inaccurate information on this point under Clause 1(i), and no correction was required under Clause 1(ii).

20. The publication accepted that it had misspelt the complainant's first name and it had amended the article accordingly. While unfortunate, the misspelling of the complainant's first name did not represent a significant inaccuracy requiring correction under the terms of Clause 1(ii). There was no breach of Clause 1, but the Committee welcomed the publication's prompt action in amending the article.

21. The Committee noted the complainant's concern that reporting the amount Mr Evans had gambled had been intrusive in breach of Clause 2. However, this information was heard at the inquest. Inquests are held in public, and publications have a right to report information that is heard at the coroner's court. In these circumstances, and where the information did not directly relate to the complainant, the complainant did not have a reasonable expectation of privacy regarding this information. There was no breach of Clause 2 on this point. Further, the complainant said the publication of this information and information relating to the circumstances of Mr Evans' death was insensitive in breach of Clause 4. The terms of Clause 4 make clear that its provisions "should not restrict the right to report legal proceedings". As previously noted, this information was heard at the public inquest. Publication of the information about the amount Mr Evans gambled and how he died was handled sensitively as a report of the evidence that had been heard during the course of the legal proceedings. As such, there was no breach of Clause 4.

22. The Committee then considered whether the publication of information about how Mr Evans had died breached the terms of Clause 5 (Reporting of suicide). The purpose of Clause 5 is to prevent the publication of specific details which may encourage simulative acts, while accounting for the right of publications to report legal proceedings. The complainant had expressed concern that the article had reported the method by which Mr Evans' had taken his life, where he had left his car, and his proximity to his vehicle. The article reported the cause of death, which was the finding of the Coroner's court. It did not

include excessive details of the method; where he had left his car, his proximity to his vehicle, and the approximate location of the death were not elements of the method of suicide in this case, but related more generally to the circumstances of the death. There was no breach of Clause 5.

23. Photographs of the complainant's children had been published to accompany the article which reported on the cause of Mr Evans' death and his addiction, and which therefore concerned their welfare. The Committee has previously ruled that Clause 6 of the Code applies in circumstances where photographs of children are published to accompany articles which involve their welfare and the question for the Committee was whether there was consent from a custodial parent or similarly responsible adult for the photographs to be published. The complainant had approached the publication in July 2019 about the prospect of publishing an article about her fundraising activities following her husband's death and his struggles with addiction. She had made the photographs available to the publication for the purpose of that article, which was subsequently published without complaint from the complainant. The Code provides that IPSO, when considering whether there has been a breach of Clause 6, will take into account the extent to which material is in the public domain at the date of publication. In this case, the photographs had previously been provided by the complainant for publication and were placed in the public domain, with the complainant's consent, at the time of publication of the earlier article. The Committee carefully considered all the circumstances and, in particular, the consent for publication which had been given by the complainant in July 2019; that the photographs were re-published only 5 months later; and that the two articles were not materially different in nature as both reported on Mr Evans' death and his addiction to gambling. In light of all these considerations, the Committee concluded that the consent given by the complainant in July 2019 applied to the re-publication of the photographs in the article under complaint. There was therefore no breach of Clause 6. Nonetheless, the Committee welcomed the publication's removal of the images during IPSO's investigation, once it had been made aware of the complainant's concerns.

Conclusion

24. The complaint was not upheld.

Remedial Action required

25. N/A.

Date complaint received: 23/12/2019

Date complaint concluded by IPSO: 14/08/2020

Appendix B

Decision of the Complaints Committee 00040 Smith v metro.co.uk

Summary of complaint

1. Heather Smith complained to the Independent Press Standards Organisation that metro.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Labour tax plan 'could stop parents passing on homes to kids'" published on 1 July 2019.
2. The article reported on comments made by a politician, who said that his party was considering raising the inheritance tax threshold should it become the party of government. The article explained what these changes were, and that they would lead to more people paying the tax each year. It said that "under current laws, inheritance tax affects 640,000 households each year, but it is claimed that [the new tax] would affect up to 10 million homes".
3. The complainant said that the article was inaccurate. She said that the word "affect" strongly implied "paid", and 640,000 households did not pay inheritance tax each year. She said that in fact, according to HMRC figures, 24,500 estates paid the tax each year.
4. The publication did not accept that the article was inaccurate. It said that "affect" in this context clearly referred to the number of households that were potentially liable to pay the tax each year, not the numbers who actually pay the tax each year. It noted that the article contrasted 640,000 households with 10 million households – readers would understand that 10 million households would not be paying the tax each year under the proposed changes, and so neither do 640,000 households pay inheritance tax annually under current laws. It said that the information had been provided from a reputable press agency, and it understood that it originated from a political party's estimates based on land registry data. Nevertheless, on receipt of the complaint it offered to remove the words "each year" from the article, and during IPSO's investigation it offered to footnote this change with the following wording:

"Since publication, this article has been amended to clarify how current inheritance tax thresholds affect households in the UK. Due to the value of certain houses, it is estimated that around 640,000 households would potentially be affected by present legislation."

Relevant Code Provisions

5. Clause 1 (Accuracy)

- i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
- ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
- iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
- iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

6. It was not in dispute that approximately 24,500 households paid inheritance tax each year, as opposed to 640,000. Whilst the Committee recognised that 640,000 households could potentially be liable to pay the tax at any one time, the addition of the words “each year” gave the clear impression that this was the total number of households that pay the tax annually. Where it was clear from publicly available documents that the number of households which pay the tax annually is not 640,000, the way in which the figure was presented constituted a failure to take care over the accuracy of the article, and there was a breach of Clause 1 (i).

7. The Committee considered that this represented a significant inaccuracy; the actual number of households which pay the tax each year is substantially lower than this figure, at 24,500. A correction was therefore required under Clause 1 (ii) of the Code.

8. The publication had offered to amend the online article on receipt of the complaint and, during IPSO’s investigation, to add a footnote recording the change. The offer was made sufficiently promptly, and the publication of the proposed correction would represent due prominence. The Committee was concerned that the wording of the footnote was presented as a clarification rather than a correction. However, it considered that the amendment and footnote together made the correct position clear that the previous version of the article was inaccurate, and the change that had been made. For all of these reasons, this action proposed by the publication was sufficient to remedy the breach of Clause 1 (i), and should now be published in order to avoid a breach of Clause 1 (ii).

Conclusions

9. The complaint was upheld under Clause 1 (i)

Remedial Action Required

10. Having upheld the complaint, the Committee considered what remedial action should be required.

11. The publication had offered to publish a correction in a prominent position and sufficiently promptly as to meet the requirements of Clause 1 (ii). This should now be published to avoid a breach of Clause 1 (ii).

Date complaint received: 03/01/2020

Date complaint concluded: 07/08/2020

Appendix C

Paper No.	File Number	Name v Publication
1892	00042-20	McAnena v mirror.co.uk
1865	08417-19	Rooney v The Times
1900	08980-19	Tweddle v chroniclelive.co.uk
1886	09597-19	Bremner v The Scotsman
1914	09739-19	Scott v thescottishsun.co.uk
1851	07966-19	Water UK v The Times
1885	00026-20	Fleet v Plymouth Herald
1891	00057-20	Chambers v The Guernsey Press and Star
1913	00285-20	Ratcliffe v kentlive.news
1896	00579-20	Westmoreand v kentlive.news
1893	00606-20	Clough v Evening Telegraph (Dundee)
1916	00857-20	Hayden v The Spectator
1889	09155-19	Brown v thesundaytimes.co.uk
1904		Request for review
1912		Request for review
1925		Request for review
1928		Request for review
1933		Request for review
1941		Request for review
1947		Request for review
1951		Request for review