ipso. independent press standards organisation

Paper No. 2604

CONFIDENTIAL

MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 6th September at 10.30am
Remote via zoom conference

Present

Lord Edward Faulks
Nazir Afzal
Andy Brennan
Tristan Davies (remotely)
David Hutton
Alistair Machray
Asmita Naik (remotely)
Mark Payton
Andrew Pettie
Allan Rennie

In attendance:

Charlotte Dewar, Chief Executive
Michelle Kuhler, PA minute taker (remotely)
Robert Morrison, Head of Complaints

Also present: Members of the Executive:

Rosemary Douce
Alice Gould (remotely)
Sebastian Harwood (remotely)
Emily Houlston-Jones
Natalie Johnson
Beth Kitson
Freddie Locock-Harrison (remotely)
Molly Richards
Martha Rowe (remotely)

1. Apologies for Absence and Welcomes

Apologies were received from Helyn Mensah and Miranda Winram

2. Declarations of Interest

There were declarations received from Tristan Davies on item 11.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 19th July 2022.

4. Matters arising

There were no matters arising.

5. Update by the Chairman – oral

The Chairman updated members on external engagement events that he had attended with the Chief Executive and other relevant political developments.

6. Complaints update by the Head of Complaints – Oral

The Head of Complaints updated members on ongoing cases and his plans to conduct a review of some complaints before the end of the year.

7. Complaint 01646-22 Boreland v Sunday Life

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

8. Complaint 13241-21 Wood v Helensburgh Advertiser

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

9. Complaint 01951-22 Keegan v The Sunday Times

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

10. Complaint 07811-22 Centre for Media Monitoring v The Times

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

11. Complaint 01193-22 A woman v metro.co.uk

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

12. Complaints not adjudicated at a Complaints Committee meeting

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

13. Any other business

There was no other business.

14. Date of next meeting

The date of the next meeting was subsequently confirmed as Tuesday 11th October 2022

Appendix A

Decision of the Complaints Committee – 01646-22 Boreland v Sunday Life

Summary of Complaint

1. Ben Boreland complained to the Independent Press Standards Organisation that the Sunday Life breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "UDA boss Boreland accuses rivals of dirty tricks over son's 'cocaine' vid", published on 6 February 2022.

2. The article reported on "a 'prank' video", showing the complainant "pretending to cut cocaine [which] was circulated among loyalists". It went on to report that "[i]n the widely-shared recording, Ben Boreland can be seen leaning over a tiled counter with a line of white powder visible. He then chops the powder with what appears to be a credit card before turning and smiling as a pal roars, 'Ben, you're a bad article'."

3. The article included comments from a "North Antrim UDA member" as well as the complainant's father. The former was quoted as saying "now you have [the complainant] filmed letting on to cut lines of cocaine in a pub toilet. […] The video is the talk of loyalists in Ballymoney at the moment". The complainant's father was quoted as having said: "That there (video) is a pile of p**s, it was a joke. Of course it is (being used to get at him). I'm aware of it, it was sent to me. It was a joke among mates, it's a pile of p**s."

4. The article was accompanied by a still of the video in question, showing the complainant's head and shoulders.

5. The article also appeared online in substantially the same form under the headline: "Antrim UDA boss Marcus Boreland accuses rivals of dirty tricks over son's 'cocaine' video".

6. The complainant said that the article intruded into his private life in breach of Clause 2. He said that, contrary to the article's assertion that the video had been "widely-shared", it was not widespread and had not been published on any open forums or social media platforms. He also said that the video which the article reported on had been taken in a private space: a toilet cubicle into which an individual – who the complainant did not know – had forced themselves. Therefore, he considered that the publication of a screenshot taken from a video filmed in such circumstances intruded into his privacy.

7. The complainant provided IPSO with a copy of the video; this showed that the video had been published on Snapchat by a third party. He said that videos posted to Snapchat were only shared with the account holder's contacts, and were then deleted after 24 hours: in this case, the Snapchat video had been shared with only 12 individuals. He believed the video had also been shared with a number of journalists via private messages from a fake Facebook account but, to his understanding, this had not resulted in any reporting other than the article under complaint. The complainant, therefore, considered that the video was not in the public domain.

8. The complainant also said that the article was inaccurate in breach of Clause 1; he considered this to be the case where the video was described in the

headline as a "'cocaine' vid", and the body of the article claimed that the video showed him "chop[ping…] powder". He said that this was hyper-sensational, and that no drugs or anything that could be construed as such were at any time present in the video.

9. The publication said it did not accept that the article had breached the Code. Turning first to the question of whether the video was in the public domain, it said that once a video is shared on Snapchat it can be copied and shared on other platforms. It said that its journalist had obtained the video via WhatsApp, and that the source who had provided the video had told them that he had received it from a WhatsApp group which comprised of 30 people – the source had, in turn, shared it with more than a dozen people. According to the publication, the source had said that it was "the talk of the [Ballymoney] area and spreading like wildfire". The journalist had also received the video from a second source via email, and the newspaper said that the second source had also said that "it was the talk of loyalist sources". It further noted that the complainant's father had said that he was aware the video was "doing the rounds" and that he himself had been sent the video. It supplied a transcript of the conversation with the complainant's father to support its position on the point; the relevant portion of the transcript was as follows:

Journalist: I just wanted to let you know, you know, are you aware that it [the video] was doing the rounds aye?

Complainant's father: Of course I was, it was sent to me!

Journalist: Oh was it, were you aye and it was just your wee lad having a laugh? There was no, there was no…

Complainant's father: Listen mate, it was a joke among mates it was a pile of piss that's what it is

10. The publication also did not accept the complainant's assertion that the video had been taken after someone had forced themselves into the toilet cubicle. It said that the complainant could be heard laughing in the video as the person filming it referred to him as a "bad, bad article". It also said that it did not consider that the video showed the complainant engaged in any private activity; by the complainant's own description he was joking with friends, and the video was filmed in a location where there was no cubicle door or partition preventing the person from filming – or anyone else in the bathroom at the time – from approaching the complainant. At no time in the video did the complainant ask the person recording it to leave. It therefore considered the location in which the video was taken – a toilet cubicle – to be irrelevant in terms of privacy.

11. The publication also said that – while it did not consider that the Code had been breached, and that therefore a public interest defence was not necessary –

it was its position that highlighting a reporting on the "prank" video was a matter of public interest, given the complainant's father's alleged links to criminality.

12. Turning to the complainant's Clause 1 concerns, the publication noted that the word "cocaine" appeared in single quote marks in the headline, and that the article described the video as a "prank". It further noted that the article included references to the complainant "letting on" (pretending) to cut cocaine; it did not claim, as fact, at any point that the video showed the complainant cutting cocaine. It said that it was also satisfied that the video showed white powder.

13. The complainant said that he did not accept that the video was in the public domain. He said that the definition of something being in the public domain was that it is widely available on the internet. He said that this was not the case with the video, as WhatsApp is a highly secure messaging service which is end-to-end encrypted, and Snapchat videos are deleted after 24 hours. He also noted that the publication had not shown that the video could be found on any "public platform".

14. The complainant agreed that the video showed him participating in a prank between friends, but did not accept that jokes between friends did not represent a private activity. He said that the dynamic between friends was not for public consumption, and that what is done in private between friends should remain private. He said that this was especially the case as he was not a public figure, and was not participating in a criminal activity.

Relevant Code Provisions

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.

Clause 2 (Privacy)*

i) Everyone is entitled to respect for their private and family life, home, physical and mental 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.

iii) It is unacceptable to photograph individuals, without their consent, in public or private places where there is a reasonable expectation of privacy.

Findings of the Committee

15. In coming to a decision as to whether Clause 2 was breached, the Committee noted first that the location in which the video was recorded – a toilet cubicle – is generally a location where an individual would have a reasonable expectation of privacy. However, the Committee was mindful that the door of the cubicle in this instance was open. It was evident from the audio recording of the video (and supported by the complainant's account of the incident) that a number of people were present and interacting with the complainant during the brief period of the filming. The complainant was participating in a social interaction, and was aware of the presence of the person filming, as well as the fact that they were filming. In addition, the cubicle was part of a pub's toilet facilities and would therefore have been accessible to members of the public. Taking these factors into account, the Committee considered that the complainant's expectation of privacy in this location was significantly diminished.

16. There were other factors to consider beyond the location in which the video had been filmed when establishing whether the complainant has a reasonable expectation of privacy – and, by extension, whether publishing the article reporting on the video intruded into the complainant's private life. The video showed the complainant, by his account, engaged in a prank with friends. While the Committee understood that the complainant would have preferred that the prank had remained confined to a small group of friends, this did not mean that it was a private activity or that reporting on the "prank" represented an intrusion into the complainant's private or family life: details of a "prank" do not necessarily relate to an individual's private or family life, or reveal anything private about an individual.

17. In addition, the video had been posted on social media. While the Committee acknowledged that the original group to which the video was sent to was comprised of 12 individuals, there was no dispute that it had subsequently been circulated much more widely, to the point that the complainant's father had acknowledged to the reporter before publication that it was "doing the rounds" and had in fact been sent to him. Taking the nature of the video and the extent of its previous circulation into account, the Committee did not consider that the complainant had a reasonable expectation of privacy over the video, or that

reporting on its contents represented an intrusion into his private or family life. There was, therefore, no breach of Clause 2.

18. Turning to the alleged breaches of Clause 1, the Committee noted that the phrase "cocaine" in the headline appeared in inverted commas. This was clarified in the text, which reported that it was "a 'prank' video", showing the complainant "pretending to cut cocaine", which was the position shared by the complainant. Where the article reported the complainant's position that the video was a prank which showed him pretending to snort a cocaine-like substance, and clarified that this was the meaning of the headline – and therefore the complainant's position aligned with the article's reporting on this point – the Committee did not consider that the complainant's concerns on this point represented a breach of Clause 1.

19. The complainant had also said that it was inaccurate to report that the video showed him "chop[ping…] powder". However, in circumstances where both parties accepted that the video showed the complainant bent over a surface and "pretending to cut cocaine", the Committee did not consider it to be significantly inaccurate, distorted, or misleading to report that the video showed the complainant "chop[ping…] powder", regardless of precisely what the video showed. There was no breach of Clause 1 on this point.

Conclusion(s)

20. The complaint was not upheld.

Remedial Action Required

21. N/A

Date complaint received: 14/02/2022

Date complaint concluded by IPSO: 04/10/2022

Appendix B

Decision of the Complaints Committee – 13241-21 Wood v Helensburgh Advertiser

Summary of Complaint

1. David and Roanna Wood complained to the Independent Press Standards Organisation that Helensburgh Advertiser breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Two more 'missing children' at nursery/ Care watchdog confirms two more 'missing children' nursery incidents", published on 11th November 2021.

2. The article appeared on the front page and appeared again in a longer form on page 7 under the headline "Care watchdog confirms two more 'missing children' nursery incidents". It reported that "FURTHER safety concerns have been raised at a Helensburgh nursery [owned by the complainants] after it was revealed that THREE missing child incidents have been recorded in the last 12 months". It stated that two members of staff had been suspended and an investigation had been instigated "after a child was 'found on the street' having gone missing from the from the Churchill facility's 'forest school' at the end of October". The article also reported that "[t]he Care Inspectorate confirmed that they had been notified by management of two incidents at the nursery, and a further incident - reported in last week's [newspaper]- at the nursery's recently-opened forest school", and that this was "in addition" to an incident covered by the publication a week earlier.

3. It continued by stating that after this incident was covered and shared by the publication, it "attracted a string of comments from readers when shared on social media". The article included examples of these comments made by named individuals, such as one that said, "'This isn't the first time a child hasn't been safe at this nursery. A staff member's child got out the back gate'" and another who said, "my nephew is in this nursery and was found out on the street by another parent who took him back into the nursery very recently". The article further said it had been contacted by another individual who asked to remain anonymous who said "'A toddler went missing in August from the nursery building itself and was returned by a member of the public'." It also referred to a "Care Inspectorate spokesperson [who] said they had been notified by the nursery of three incidents" and that the "Nursery did not respond to a request for comment".

4. The complainants said that the article was inaccurate in breach of Clause 1. They said that, although they did not dispute one incident relating to the school, which had been reported in an earlier edition of the newspaper, the two additional incidents raised in this article did not involve two children going "missing". They said two incidents had been reported to the Care Inspectorate where children had gone off-site but that the location of the children involved was always known. It provided screenshots of the incident reports it had sent to the Care Inspectorate. The first incident involved a child exiting the nursery garden to see their parent during morning drop-off. The second incident report said a child had left "unnoticed" whilst a parent was speaking with a staff member. Staff had been looking for the child for less than a minute when they were found in the foyer area. During IPSO's investigation, the complainant clarified that a second staff member had seen the child leave but had assumed the other staff member was also aware. When the other staff member started

doing a headcount and searching for the child in the room, the second staff member went after the child where they saw a parent bring the child to the front door. The whole incident lasted approximately one minute.

5. The complainants also said the article was inaccurate because it implied the Nursery and the forest school were the same entity, even though they were separate. They said the article was further inaccurate because it included a picture of the Community Centre, which is run by the Royal Navy. The complainants said that while the buildings were physically joined, the Nursery was a distinct entity from the Community Centre.

6. The publication said it did not accept a breach of the Code. It said that the article it had published about the first incident had prompted various other sources to come forward with information. One source, who had not confirmed their connection to the nursery had said a child "went missing in August after they somehow got out of the nursery building, and they had to be brought back by a member of the public who was walking by and found them on the street." A further, anonymous, source had told them about a child that had "got out." These claims were supported by a number of comments made on Facebook: one comment referred to a staff member's child having "got out the back gate" and a second post said a child that was known to them had been "found out on the street by another parent… [having] got out unnoticed".

7. The publication provided a translation of some of the shorthand notes it had taken during follow-up phone calls as well as the text of the abovementioned Facebook comments. The publication also stated that some information it disclosed to IPSO came from the reporter's recollections. After receiving these allegations, the publication contacted the Care Inspectorate to confirm whether it had been notified of these incidents. The Care Inspectorate provided a statement that said, "The Care Inspectorate has been notified appropriately by the care provider of two incidents at Drumfork Nursery and Family Centre". After receiving this, the publication contacted the nursery on the day before it went to print for comment. This email included allegations made by members of the public as well as confirmation that the Care Inspectorate had "been notified of two incidents and the nursery and family centre, as well as the most recent incident at the forest school".

8. The publication said that the sources had implied that the children's whereabouts were unknown as they were not under the supervision of nursery staff when they were in the care of the nursery. It asserted that the Care Inspectorate had not disputed that the children were missing when asked directly and, as such, it had no reason to believe "missing children" was an inaccurate characterisation. In addition, the publication said it had seen the incident reports provided by the nursery to the Care Inspectorate, giving its account of the two events, for the first time during IPSO's investigation. It stated that the account about one of the incidents said the child had left "unnoticed" and staff had been trying to find them for nearly a minute. Where this was the case, the publication

argued it was not inaccurate or misleading to characterise the incidents as children going "missing".

9. Regarding the image that was used in the article, the publication asserted it was not significantly inaccurate or misleading. It said that the nursery premises and the Drumfork Community Centre were part of the same complex and that the nursery's address was given on its website as the "Drumfork Community Centre". It also said it was not inaccurate to refer to incidents at the forest school and the nursery as the complainants managed both services.

10. Notwithstanding the above, prior to IPSO's involvement, the publication had offered to work with the complainants to write a follow up article or to change the article before it was published online. During IPSO's investigation, the publication also offered to work with the complainants to publish a statement on page four of the newspaper. This would be further forward in the newspaper than the bulk of the original article, which appeared on page seven:"On November 11, 2021 the Advertiser published a news article about the Drumfork Nursery and Family Centre in Helensburgh headlined 'Care watchdog confirms two more 'missing children' nursery incidents'.

The nursery's owners, David and Roanna Wood, state that in the first of those incidents a child was able to exit the nursery garden and reach their parent at the other side of the nursery gate/car park area.

Mr and Mrs Wood say that in the second incident a child left the nursery building for just under a minute after getting through an open door unnoticed while their parent was speaking to a member of staff.

They say that the door, a second internal door, had been left open to ensure ventilation while the parent was in, and that the child was met by the parent and a staff member in the outdoor foyer area, where the child was returned to the service.

The Care Inspectorate was notified on each occasion and each of the incidents investigated. The nursery's procedures and risk assessments were amended where appropriate and staff reminded of the importance of the welfare and safety of children. The Advertiser is happy to make the nursery's position clear."

11. The complainants did not accept the publication's offer as a resolution to their complaint.

Relevant Code Provisions

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

12. The Committee first considered the point of complaint regarding whether there had been "Two more 'missing children' at nursery" and that "THREE missing child incidents have been recorded in the last 12 months" at the nursery. One incident, previously reported by the publication, was not in dispute regarding whether a child had gone "missing" and so the question for the Committee was whether it was accurate to say there had been "[t]wo more 'missing children'". The Committee noted that the publication had received information from two sources, which accorded with accounts on social media, that two further incidents had taken place. After receiving the allegations, the newspaper contacted the Care Inspectorate to confirm the details of the allegations. Whilst the Care Inspectorate did not explicitly confirm that there had been incidents involving "missing" children, it also did not dispute the allegations. The publication also approached the nursery for comment, with the allegations set out in relative detail, but the nursery had not responded. Given this, the Committee

considered that the publication had taken sufficient care not to publish inaccurate or misleading information and there was no breach of Clause 1(i).

13. The Committee then considered whether, despite the care taken, it was significantly inaccurate or misleading to report that there had been "[t]wo more 'missing children' at nursery" and that "THREE missing child incidents have been recorded in the last 12 months". The Committee wished to make clear that it was not taking a view on the nature of the incidents themselves and it recognised that the use of the term "missing", particularly in relation to children, could be suggestive of a range of scenarios of differing severity. However, it was not in dispute that in both incidents young children had, however briefly, been able to leave the nursery building when they should not have been able to do so. It was therefore not significantly inaccurate for the publication to characterise these as incidents of "missing children". There was no breach of Clause 1(ii).

14. The Committee then considered whether the photograph of the Community Centre represented a breach of Clause 1. The Committee noted that the image did not show the nursery specifically. However, where the nursery was located at the centre, it was not significantly inaccurate or misleading to include an image of the Community Centre as a whole. There was no breach of Clause 1 on this point.

15. The Committee then turned to whether the article had inaccurately conflated the forest school with the nursery and where the reported incidents took place. Where the complainants operated both services and where the article accurately reported which incidents had taken place at which service, the Committee considered that it was not inaccurate or misleading to also refer to an incident at the school. There was no breach of Clause 1 on this point

Remedial Action Required

16. N/A

Date complaint received: 18/12/2021

Date complaint concluded by IPSO: 23/09/2022

Appendix C

Decision of the Complaints Committee 01951-22 Keegan v The Sunday Times

Summary of Complaint

1.Michael Keegan complained to the Independent Press Standards Organisation that The Sunday Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in two articles headlined:

"Japanese giant still stamping on Post Office victims", published on 16 May 2021.

"Will justice finally be DELIVERED?", published on 27 February 2022.

2.The first article, which appeared online only, reported that the former Chief Executive (CEO) of the Post Office told a Parliamentary Select Committee that she had "repeatedly" asked whether the Post Office or Fujitsu – the company that built and maintained the Horizon IT system which was responsible for the wrongful prosecution of numerous sup-postmasters – had the ability to access and alter information remotely: "I remember being told by Fujitsu's then [UK] CEO when I raised it with him that the system was 'like Fort Knox". The article then explained that this CEO was the complainant.

3.The headline of the second article was followed by the sub-heading: "Those responsible for the Post Office scandal went on to lucrative jobs. Some even got bonuses. But they may yet be held to account". This appeared beneath photographs of 12 individuals, each accompanied by a summary of their respective connections to the 'Post Office scandal'. One of the photographs was of the complainant and the accompanying summary stated, "Keegan was UK [CEO] and chairman at Fujitsu between 2015 and 2018, playing a central role in its dealings with the Post Office as it fought the sub-postmasters". It then stated that he was "now a crown representative at the Cabinet Office dealing with defence suppliers on behalf of taxpayers." The text of the article stated that the complainant had been "a board member" of Fujitsu before serving as CEO and Chairman, and was "central to the firm's dealings with the Post Office during a critical period, as the experiences of sub-postmasters came to light and the organisation decided to fight them in court".

4.The second article also appeared online under the headline "Post Office scandal: will justice ever be delivered?". The text of this article was substantially the same as the print version.

5.The complainant said both articles were inaccurate, in breach of Clause 1 (Accuracy). In relation to the first article, he denied that he was the individual who had told the former CEO of the Post Office that the Horizon system was like "Fort Knox" and could not be accessed remotely by Fujitsu, nor was he identified as such during her evidence to a Parliamentary Select Committee. He had only met her once in 2014 and had no ongoing relationship with her; he did not discuss or give her any assurances regarding Horizon's capabilities. The

complainant said this false attribution had resulted in him being named as the person who had given misleading statements about Horizon within the Houses of Parliament and on social media.

6.The complainant, through a representative, had contacted the newspaper the day after the first article's publication to express his concern that it was inaccurate in this regard. He added that, since the article's publication, the newspaper had been made aware that it was a different individual who had made this particular remark, yet the record had not been corrected at that time.

7.The complanant said the second article also breached Clause 1. He denied that he was the "UK [CEO] and chairman at Fujitsu between 2015 and 2018", or that he had played a "central role" in the organisation's dealing with the Post Office as it "fought the sub-postmasters" and "decided to fight them in the court". He served as Fujitsu's UK CEO from May 2014 to June 2015. His responsibilities for the Post Office account had ended when he became the Head of Fujitsu EMEIA's Technology Product Business in June 2015; a position he held until he left the organisation in 2018. He noted that the sub-postmasters did not commence their litigation against the Post Office until 2016. While he accepted that he had been given the title of UK "Chairman" for Fujitsu, he said that he did not have "line management responsibility" for the Post Office account during this period, which he said was held by his successor as CEO for Fujitsu UK. He added that he had only learnt of the sub-postmaster's litigation from press coverage in 2019.

8.The complainant also expressed concern that he had not been contacted for comment prior to the publication of either article.

9.The newspaper did not accept a breach of the Editors' Code. The former CEO of the Post Office had told the Parliamentary Select Committee in 2021 that her previous submissions had been based upon what she had been assured "by Fujitsu's then CEO" who "had been a trusted outsource partner and had the reputation of a highly competent technology sector CEO". While the newspaper accepted that this individual had not specifically named the complainant during her evidence, it maintained that she could only have been referring to him: the complainant served as Fujitsu's UK CEO from May 2014 to June 2015, which was the timeframe in which she had previously given evidence to the committee; he had held senior positions at the organisation since 2006; and was well-known for his long experience in the technology sector. It added this was protected by Parliamentary reporting privilege; the newspaper was under no obligation to seek responses from those quoted from or referred to.

10. Notwithstanding this, upon receipt of the complaint from IPSO in May 2022 the newspaper contacted the former CEO of the Post Office, who confirmed that the complainant was not the individual who had described the Horizon system as "Fort Knox" to her. While the newspaper did not accept that this rendered the article inaccurate or misleading, it amended the online article to reflect this,

noting that “the identity of [the] executive remains unclear” and added an update at the foot of the article, in a gesture of goodwill:

“Following publication of this article [the former CEO of the Post Office] has confirmed that the Fujitsu CEO to whom she referred in her evidence to the Commons committee in 2020 was not Michael Keegan. We are happy to make this clear.”

11.In addition, the newspaper maintained that the second article’s characterisation of the complainant as "playing a central role in [Fujitsu's] dealings with the Post Office as it fought the sub-postmasters" was fair and accurate. The newspaper said that the complainant had served as CEO and Chairman of Fujitsu UK and had ultimately held responsibility for the Post Office contract and for the operation of the Horizon software during this period; concerns about defects in the software were well-documented before the complainant’s tenure as CEO and the organisation’s own knowledge of the defects significantly preceded public awareness of them – a point noted during a High Court ruling on the subject. Furthermore, it argued that the complainant had taken no steps during his time as CEO to correct the inaccurate position of the Post Office that Fujitsu was unable to access and alter Horizon software remotely. It also noted that the Post Office had launched a mediation scheme for sub-postmasters to raise grievances in 2014, with this scheme ongoing during the complainant’s tenure as CEO; the Post Office had commissioned a review to investigate allegations of defects in the Horizon software which reported that it was “not fit for purpose” in 2015 – four months after the complainant’s appointment as CEO; and the Criminal Cases Review Commission began reviewing the prosecution of sub-postmasters in 2015. It also noted that the Post Office had submitted evidence to Parliament regarding the Horizon system in 2015, eight months after the complainant’s appointment as CEO, which made suggestions that he must have known were false: namely, that there was no technical facility within Horizon for Fujitsu to alter branch data remotely. In the context, the publication said it was reasonable to conclude that the complainant, as the individual ultimately responsible for Fujitsu’s UK operations at this time, was aware of these issues.

Relevant Clause Provisions

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

12. The first article stated, as fact, that the complainant had been the CEO of Fujitsu UK who had likened the Horizon System to 'Fort Knox' in a conversation with the former CEO of the Post Office. While the newspaper was entitled to report on the comments made in evidence by the former CEO of the Post Office to a Parliamentary Select Committee, she had at no point identified the complainant by name as the source of the comment. The conclusion that he was the source rested, in some part, on assumptions made by the publication. Taken in this context, and where the publication had not sought to verify the identity of this individual prior to publication – either by contacting the complainant or the former CEO of the Post Office – this represented a failure to take care under Clause 1 (i).

13. The complainant denied being responsible for the remark attributed to him and, in response to an enquiry from the newspaper following publication, the former CEO of the Post Office – in whose evidence the comment featured – had confirmed to the publication that the complainant was not the person to whom she had referred. In the context of an article about the significant ramifications of Fujitsu's "flawed IT system", incorrectly claiming that the CEO of the Post Office had identified the complainant as being the source of the claim about the security of that system while in post as CEO was significant and as such required correction under Clause 1 (ii).

14. The complainant's representative had contacted the newspaper the day after the article's publication, in May 2021, to notify it that this claim was inaccurate. However, it was only upon receipt of the complaint from IPSO in March 2022 and receiving clarification from the former CEO of the Post Office that the publication amended the online article and published a footnote clarification. While the Committee welcomed the steps taken by the publication, it noted that the information provided by the complainant did not materially add to the information already provided by the complainant's representative nine months prior. In such circumstances, and given the significance of the claim, the Committee concluded that the steps taken by the publication were not prompt, and there was a breach of Clause 1 (ii).

15.The Committee next considered the complaint that the second article was misleading in describing the complainant as "playing a central role in [Fujitsu's] dealings with the Post Office as it fought the sub-postmasters." The complainant accepted that he held the position of Chief Executive between April 2014 to June

2015 over which period he had line responsibility for the Fujitsu business with the Post Office. The complainant also accepted that he had held the role of Chairman from 2015. However, he explained that his responsibilities for the Post Office had ended in June 2015 on becoming Head of the company's EMEIA Technology Product Business, when line management responsibility for the Post Office passed to his successor. The Committee noted the complainant's position that the litigation between the sub-postmasters and the Post Office did not commence until later, in 2016. The article reported, accurately, that the complainant had held the roles of UK Chief Executive and Chairman of the company between 2015 and 2018. However, it went further than identifying the roles held by the complainant and made the specific allegation that he had played "a central role" in Futjitsu's dealing with the Post Office at a key time, namely "as [the Post Office] fought the sub-postmasters"; this suggested direct operational involvement by the complainant. The publication had not been able to evidence this specific allegation. Though in his position as CEO of Fujitsu UK the complainant was ultimately responsible for the accountability and governance of the company, the publication had not provided any evidence or any public record demonstrating that the complainant had a "central role" in the company's dealings with the Post Office at the material time. The publication of this unsubstantiated claim represented a failure to take care over the accuracy of the article, in breach of Clause 1. In the context of an article which examined the responsibilities of those connected to the 'Post Office Scandal', the complainant's relationship with the events was a matter of significance. As such, a correction was required under Clause 1 (ii).

As the publication of a correction had not been offered by the newspaper, there was a further breach of Clause 1 (ii).

Conclusion(s)

16.The complaint was upheld.

Remedial action required

17. Having upheld the complaint against both articles, the Committee considered what remedial action was appropriate. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or adjudication. The nature, extent, and placement of which is determined by IPSO.

18. With regards to the first article, the clarification published by the publication was insufficient to address the requirements of Clause 1(ii), particularly in relation to promptness. As such, the Committee decided that the appropriate remedy was the publication of a standalone correction. This correction should appear in the publication's online Corrections and Clarifications column, and should acknowledge that the previous version of the article was inaccurate: the complainant had not been the individual who had described the Horizon System as 'Fort Knox' to the former CEO of the Post Office. The wording of this

correction should state that it was published following an upheld ruling by the Independent Press Standards Organisation. The full wording should be agreed with IPSO in advance.

19. The Committee next considered the remedial action required for the second article. Though the Committee recognised that the complainant held various senior positions at Fujitsu UK, the publication had been unable to substantiate the specific allegation regarding the complainant's direct involvement with the Post Office during this time. The Committee considered that the appropriate remedy was the publication of a correction to put the correct position on record. The Committee then considered the placement of this correction. This correction should appear as a standalone correction in the publication's Corrections and Clarification's column both in print and online. It should also appear beneath the headline of the online article should it remain unamended. If, however, the text of the article is amended this correction may appear as a footnote, recording the alternations made. The wording of this correction should be agreed with IPSO in advance and should make clear that it had been published following an upheld ruling.

Date complaint received: 07/03/2022

Date complaint concluded by IPSO: 17/10/2022

Independent Complaints Reviewer

The publication complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

Appendix D

Decision of the Complaints Committee – 07811-22 Centre for Media Monitoring v The Times

Summary of Complaint

1. The Centre for Media Monitoring complained to the Independent Press Standards Organisation that The Times breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Iran is brazenly playing the West for suckers", published on 15 March 2022.

2. The article, which appeared in print on page 30, was a comment piece about the West's relationship with Iran. The columnist argued that Iran had "played the West for suckers" and that in recent months, Tehran had been "ramping up its attacks on American and allied interests". It said: "Charmed by urbane Iranians, the West has ignored the fact that the regime is dominated by the Shia "Twelver" sect which believes that bringing about an apocalypse will cause the Shia messiah, the "Twelfth Imam," to descend to Earth. With a messianic agenda of the end of days, the fanatics in Tehran don't care if a very large number of Iranians are killed in battle or die of privation."

3. The article also appeared online in substantially the same format under the same headline.

4. The complainant said that the article breached Clause 1 because it believed that the article's claim that the Shia 'Twelver' sect [of Islam] believe that "bringing about an apocalypse will cause the Shia messiah, the 'Twelfth Imam,' to descend to Earth" was inaccurate. It said that Shia Twelvers do not believe they need to bring about an apocalypse to cause the Shia Messiah to descend, but rather, like most faiths, Shia Twelvers believe in a Messiah at the end of time, and that there is nothing to suggest bringing about an apocalypse. It suggested that Shia Twelver scholars would support its position.

5. The publication said it did not accept a breach of the Code; it said that the point under complaint was a brief passage in an opinion column, published in the Comment section, and that the writer was a regular columnist well known for her strong and often controversial opinions. The publication highlighted that the column argued that the West had failed to tackle the threat to its interests posed by the Islamic Republic of Iran, and that the columnist was entitled to make a summary reference to this contested belief as part of a broader argument.

6. The publication argued that, by their nature, religious doctrines were not like facts; for example, arising from agreed objective data. Religious history was, even amongst those faiths that might be thought to have a clearer doctrinal legacy, invariably a history of controversy and disputes between devout co-believers over what exactly they believed. It said that that was how most of the world's sects, denominations and churches came to exist and it was therefore the case that co-religionists shared beliefs while also understanding them in different, sometimes contradictory ways.

7. The publication said that it would not dispute what Twelver scholars and relevant authorities said they believed, but recognised that there were others such as “the fanatics in Tehran” whom it said the columnist was referring to in her opinion column - who appeared, at the very least, to draw different lessons from the same beliefs, and to live those same beliefs in a different way. The publication said that it was commonplace in contemporary political scholarship and debate that “the apocalyptic doctrines of Twelver Shi’ism have acquired a place in the violent history of the modern Middle East”.

8. The publication said it had taken care over the accuracy of the article and provided excerpts from books and scholarly articles on the subject area, which it stated were from reputable and credible sources. One of those articles explained that Twelver beliefs focused on the figure of the Twelfth Imam, Muhammad al-Mahdi (“the Mahdi”), who was claimed in tradition to have disappeared in 873 CE. The article explained that: “Both the Sunni and Shiite traditions contain a substantial amount of material about the Mahdi […], and both traditions elaborate in great detail upon the timeline and future events that will herald his appearance. This timeline includes the various portents of the end of the world - a series of events of profound political, economic, religious, or cosmological significance that will make humankind aware that the world’s end is near and compel them to prepare for the Mahdi’s return. Naturally, these messianic traditions have become grist for the mill of radical preachers, who use messianic language to interpret current events in an apocalyptic fashion and thereby compel their followers to take radical action in preparation for the end of days.” A historian of Afghanistan and Iran wrote: “Shia militias and figures within the Islamic Republic of Iran frame the crises in Iraq and Syria in their own eschatological terms; the chaos before the return of the Hidden Imam.” Another book stated “The Twelvers believe Imam Mahdi will require to lead the forces of righteousness against the forces of evil in a final, apocalyptic world battle.” The publication said that these passages supported the columnist’s position.

9. In response, the complainant commented that proving that a sub-section of Shia Twelvers held such beliefs was irrelevant. He said that the columnist had stated that the Shia "Twelver" sect believed this, rather than certain sections of the sect believed it. The complainant said that just because a small subset of a group believed something, it did not give the columnist the right to say that the entire group believed it. The complainant considered the passage in the article to be racist, a generalisation and an inaccurate statement.

Relevant Code Provisions

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

10. The newspaper produced several examples of texts written by scholars of relevant subject areas which discussed Twelvers' beliefs, and the extent to which they involved apocalyptic scenarios leading up to the return of the Mahdi and how, in some circumstances, those beliefs had been used by extremists seeking to motivate "radical action". While the Committee acknowledged that there would be a range of views and interpretations in any given sect of a religion, where the publication was able to provide a number of examples from sources which explained the association between Twelver beliefs and the apocalypse and how that had been used by some as a basis for more extremist views, the Committee was satisfied that the publication had taken care not to publish inaccurate information. For this reason, there was no breach of Clause 1(i).

11. The Committee was mindful that the Code should not inhibit freedom of expression, particularly in areas where there is debate. The complainant appeared to accept that there were some Shia Twelvers who did hold the beliefs referenced in the article but said that the article did not make clear these views were held by a section of the faith rather than all Shia Twelvers. However, the Committee was conscious of the challenges of summarising religious doctrine - particularly where, as here, there would often be disagreement between adherents as to the tenets of any particular faith or sect. The Committee had regard to the context in which the claim appeared: the reference to the Shia Twelver's beliefs was a brief summary which appeared in a comment piece about Western governments' stance toward Iran. The main claim in the article, which was explained in the following paragraph, was about how "urbane Iranians" had influenced Western governments' perceptions of the sect's beliefs, as was emphasised in the following sentence, which connected these alleged beliefs with the country's foreign policy: "With a messianic agenda of the end of days, the fanatics in Tehran don't care if a very large number of Iranians are killed in battle or die of privation." The Committee considered the passage made sufficiently clear that, in her earlier reference to the beliefs of Twelvers, the columnist was focusing on the perspective of the "fanatics in Tehran" who held those beliefs, while also clearly incorporating the writer's interpretation of the views held by the Iranian leadership. Given this, and where the publication had been able to provide a basis for the description of those beliefs, the Committee did not find a significant inaccuracy which required correction. There was no breach of Clause 1 (ii).

Conclusion(s)

12. The complaint was not upheld.

Remedial Action Required

13. N/A

Date complaint received: 22/04/2022

Date complaint concluded by IPSO: 06/10/2022

Independent Complaints Reviewer

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

Appendix E

Decision of the Complaints Committee – 01193-22 A woman v metro.co.uk

Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that metro.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article originally published in February 2021, and amended in December 2021.

2. The complaint only concerned the changes made to the article in December, following correspondence sent to the publication by the man referred to in the article.

3. The amended article reported on a hearing in legal proceedings between the man and his former partner, the complainant, in which the man applied to have their marriage nullified on the grounds it had not been consummated. It stated that he had been "accused of suggesting his wife should get her hymen tested"; that he "denied claims in court he had suggested his wife should undergo a hymen examination" and that "the court heard […] claims that [the man] even suggested she undergo a hymen examination to prove she still was [a virgin]. These claims are denied by [the man]". The article stated that the "court made no finding of fact in relation to the accusation". The article also contained a footnote which stated that: "Since publication of the article, legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and that the court made no finding of fact with regard to that allegation. We are happy to make that clear."

4. The complainant said that the article was inaccurate in breach of Clause 1. She said that, in fact, her former partner had requested that the court order her to undergo a hymen examination. Accordingly, she said it was inaccurate for the article to state that it was not claimed in court that he wanted his wife to have such an examination. She supplied a skeleton argument from the court case in which her barrister had submitted that "The Petitioner [the man] sought a hymen examination of the Respondent [the complainant] during proceedings to apparently confirm that she is still a virgin". The complainant also provided a transcript of a previous hearing which indicated that the man may have invited the complainant to agree to a medical examination.

5. The complainant also said it was inaccurate to report that the man had "denied claims in court" that he had suggested the complainant undergo a hymen examination. She said that the man had made no such denial during the proceedings and that a denial had been issued by the man only after the conclusion of the proceedings and in correspondence sent to the publication after the article had first been published. The complainant also said that the judge had not been required to make a finding of fact as to whether the man had suggested the complainant undergo such an examination, because the judge was considering whether the nullity petition was appropriate and, in any event, a finding was unnecessary as it was accepted that such a request had been made. In these circumstances, the complainant said it was misleading to report that "no finding of fact" had been made. The complainant also said it was misleading to report that the man had only been "accused" of suggesting she

undergo the examination given that he had, in fact, made such a request. In addition, the complainant said that the publication had not taken care not to publish inaccurate or misleading information because it had failed to contact her or her representatives to verify the accuracy of the amendments made to the article.

6. The publication did not accept a breach of the Code; however, as a gesture of goodwill, it deleted the article from its website. It said the changes to the article were brought about following a complaint received from the man named in the article, who provided the publication with a transcript of the hearing which was the subject of the article. The publication said that the article accurately reflected what was claimed in court.

7. The publication relied upon the transcript of the hearing, which recorded the complainant's barrister saying that the man was "even attempting to pursue what appeared to be an application of suggestion that [the complainant] should undergo a hymen examination during the course of the proceedings to confirm that she is in fact a virgin". The publication argued that what had been said in court by the complainant's barrister had extemporarily changed from the submission which had been made in her skeleton argument, so that it was softened from being a submission that a request had been made by the man that she undergo an examination to a submission that a suggestion had been made by him. It said, therefore, that it was accurate to report that the man was "accused of suggesting his wife should get her hymen tested" as this was what had been heard in court, as reported in the article. The publication emphasised that the article was reporting on a specific hearing in the proceedings, and what had been heard at that hearing, and therefore it was unnecessary to report on what may have been said at any previous hearings in the proceedings.

8. The publication also said it was not inaccurate to report that the man had "denied claims in court he had suggested his wife should undergo a hymen examination to prove she was still a virgin". It said that the complainant had misread this part of the article, and it was not meant to be read that he had denied the claims whilst in court, but rather that he had denied the claims which had been made in court. The publication said that it was entitled to include the man's denial in the article, and this did not amount to a breach of the Code.

9. The publication said it was accurate to report that "no finding of fact" had been made in relation to the claim that the man had suggested the complainant should undergo a hymen examination, and that the transcript of the hearing demonstrated this. It also said that the article took no position on the veracity of the claim and was simply a report of what had happened at the hearing. The publication said that the transcript made clear that the man had been accused of suggesting that the complainant undergo an examination, and therefore it was not inaccurate to report that he had been "accused" of making this suggestion. The publication said that as the amendments to the article were made by the newspaper with the benefit of sight of the full hearing transcript, there was no

obligation under Clause 1 to contact the complainant for comment before making these changes.

10. The complainant maintained that the article remained inaccurate. She said that her barrister's skeleton argument clearly reflected her position and that the phrase used by her barrister in court – "application of suggestion" – was a "slip of the tongue". The complainant also said that the publication's position itself was contradictory and if the article was a contemporaneous report of the hearing, it was misleading for a retrospective denial to be published as part of the article.

Relevant Code Provisions

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

11. The Committee noted that the complaint was unusual in that it related to actions taken by a publication in response to a separate complaint by a third party. The amended version of the article reported that the complainant's former partner was accused of suggesting that the complainant should have a hymen examination; the footnote which was added post publication stated that "legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and that the court made no finding of fact with regard to that allegation". The complainant considered that this was contradictory and that her barrister's skeleton argument constituted an unequivocal claim that the man had requested she undergo an examination and not that he had suggested she might do so.

12. The article was a report of a hearing before a High Court Judge in proceedings between the complainant and her former partner, the man named in the article. In court reports, newspapers are responsible for accurately reporting what is heard in court, and the transcript of a previous hearing and the skeleton argument of the complainant's barrister were, therefore of limited

assistance. The Committee considered the transcript of the hearing which recorded that the complainant's barrister had said that the man was "even attempting to pursue what appeared to be an application of suggestion that [the complainant] should undergo a hymen examination during the course of the proceedings to confirm that she is in fact a virgin". The transcript of the hearing did not record that the man had made a request that the court order the complainant to undergo such an examination. On this basis, the Committee found that it was not inaccurate for the newspaper to characterise this submission as the man having been "accused of suggesting his wife should get her hymen tested"; that claims had been made in court that "he had suggested his wife should undergo a hymen examination" or that "the court heard […] claims that [the man] even suggested she undergo a hymen examination to prove she still was [a virgin]". There was no breach of Clause 1 on these points.

13. The Committee next considered the footnote which had been added to the article which read: "legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and the court made no finding of fact with regard to that allegation". It was clear that the footnote set out the man's position, rather than being a definitive statement on the issue, and given the ambiguity surrounding the meaning of the complainant's barrister's submission in court, the Committee did not consider that the inclusion of the footnote rendered the article inaccurate or misleading in breach of Clause 1.

14. The complainant had also said that it was inaccurate to include the man's denials in the article and, in particular, that the article gave the misleading impression that the man had denied the claim during the court proceedings themselves. It was not in dispute that the man had, after the publication of the article, denied that he had wanted the complainant to have the examination and it was not inaccurate to include the man's denial in the article. Whether the denial had been issued during the court proceedings, or subsequently, was not significant. There was no breach of Clause 1 on either of these points.

15. The article had stated that there was "no finding of fact" made by the court as to whether claims had been made in court that the man had suggested the complainant should undergo a hymen examination. Whilst the Committee acknowledged the complainant's position that such a finding fell outside of the remit of the hearing, it was nevertheless neither inaccurate nor misleading to report that no finding of fact had been made in relation to the accusation; the statement indicated that no judicial determination in respect of the issue had been made, which was not in dispute. There was no breach of Clause 1 on this point.

16. The complainant also said it was inaccurate to report that the man had been "accused" of "suggesting" his wife should get her hymen tested. The Committee noted its decision in paragraph 12; describing the man as having been "accused" of "suggesting" the complainant undergo the examination was not an inaccurate characterisation of what had been said in court. There was no breach of Clause 1 on this point.

Conclusion(s)

17. The complaint was not upheld.

Remedial Action Required

18. N/A

Date complaint received: 09/05/2022

Date complaint concluded by IPSO: 25/10/2022

Independent Complaints Reviewer

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.

Appendix F

Paper No.	File Number	Name v Publication
2501	00513-22	Walker v Daily Star Sunday

2517	01909-22	Walker v Daily Mail
2510	01863-22	Francesco v walesonline.co.uk
2525	09957-22	Various v thescottishsun.co.uk
2507	13329-21	Nightingale House Hospice v Daily Post
2504	02464-22	Phillips v Daily Mail
2516	09483-22	Various v Daily Mail
2523	06726-22	Singh v mirror.co.uk
2543	10309-22	Various v The Times
2506	01447-22	Rahman v The Jewish Chronicle
2533	01443-22	Risk Management Authority v Scottish Daily Mail
2542	10126-22	Devlin v The Times Scotland

Appendix E

Decision of the Complaints Committee – 01193-22 A woman v metro.co.uk

Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that metro.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article originally published in February 2021, and amended in December 2021.

2. The complaint only concerned the changes made to the article in December, following correspondence sent to the publication by the man referred to in the article.

3. The amended article reported on a hearing in legal proceedings between the man and his former partner, the complainant, in which the man applied to have their marriage nullified on the grounds it had not been consummated. It stated that he had been "accused of suggesting his wife should get her hymen tested"; that he "denied claims in court he had suggested his wife should undergo a

hymen examination" and that "the court heard [...] claims that [the man] even suggested she undergo a hymen examination to prove she still was [a virgin]. These claims are denied by [the man]". The article stated that the "court made no finding of fact in relation to the accusation". The article also contained a footnote which stated that: "Since publication of the article, legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and that the court made no finding of fact with regard to that allegation. We are happy to make that clear."

4. The complainant said that the article was inaccurate in breach of Clause 1. She said that, in fact, her former partner had requested that the court order her to undergo a hymen examination. Accordingly, she said it was inaccurate for the article to state that it was not claimed in court that he wanted his wife to have such an examination. She supplied a skeleton argument from the court case in which her barrister had submitted that "The Petitioner [the man] sought a hymen examination of the Respondent [the complainant] during proceedings to apparently confirm that she is still a virgin". The complainant also provided a transcript of a previous hearing which indicated that the man may have invited the complainant to agree to a medical examination.

5. The complainant also said it was inaccurate to report that the man had "denied claims in court" that he had suggested the complainant undergo a hymen examination. She said that the man had made no such denial during the proceedings and that a denial had been issued by the man only after the conclusion of the proceedings and in correspondence sent to the publication after the article had first been published. The complainant also said that the judge had not been required to make a finding of fact as to whether the man had suggested the complainant undergo such an examination, because the judge was considering whether the nullity petition was appropriate and, in any event, a finding was unnecessary as it was accepted that such a request had been made. In these circumstances, the complainant said it was misleading to report that "no finding of fact" had been made. The complainant also said it was misleading to report that the man had only been "accused" of suggesting she undergo the examination given that he had, in fact, made such a request. In addition, the complainant said that the publication had not taken care not to publish inaccurate or misleading information because it had failed to contact her or her representatives to verify the accuracy of the amendments made to the article.

6. The publication did not accept a breach of the Code; however, as a gesture of goodwill, it deleted the article from its website. It said the changes to the article were brought about following a complaint received from the man named in the article, who provided the publication with a transcript of the hearing which was the subject of the article. The publication said that the article accurately reflected what was claimed in court.

7. The publication relied upon the transcript of the hearing, which recorded the complainant's barrister saying that the man was "even attempting to pursue what

appeared to be an application of suggestion that [the complainant] should undergo a hymen examination during the course of the proceedings to confirm that she is in fact a virgin". The publication argued that what had been said in court by the complainant's barrister had extemporarily changed from the submission which had been made in her skeleton argument, so that it was softened from being a submission that a request had been made by the man that she undergo an examination to a submission that a suggestion had been made by him. It said, therefore, that it was accurate to report that the man was "accused of suggesting his wife should get her hymen tested" as this was what had been heard in court, as reported in the article. The publication emphasised that the article was reporting on a specific hearing in the proceedings, and what had been heard at that hearing, and therefore it was unnecessary to report on what may have been said at any previous hearings in the proceedings.

8. The publication also said it was not inaccurate to report that the man had "denied claims in court he had suggested his wife should undergo a hymen examination to prove she was still a virgin". It said that the complainant had misread this part of the article, and it was not meant to be read that he had denied the claims whilst in court, but rather that he had denied the claims which had been made in court. The publication said that it was entitled to include the man's denial in the article, and this did not amount to a breach of the Code.

9. The publication said it was accurate to report that "no finding of fact" had been made in relation to the claim that the man had suggested the complainant should undergo a hymen examination, and that the transcript of the hearing demonstrated this. It also said that the article took no position on the veracity of the claim and was simply a report of what had happened at the hearing. The publication said that the transcript made clear that the man had been accused of suggesting that the complainant undergo an examination, and therefore it was not inaccurate to report that he had been "accused" of making this suggestion. The publication said that as the amendments to the article were made by the newspaper with the benefit of sight of the full hearing transcript, there was no obligation under Clause 1 to contact the complainant for comment before making these changes.

10. The complainant maintained that the article remained inaccurate. She said that her barrister's skeleton argument clearly reflected her position and that the phrase used by her barrister in court – "application of suggestion" – was a "slip of the tongue". The complainant also said that the publication's position itself was contradictory and if the article was a contemporaneous report of the hearing, it was misleading for a retrospective denial to be published as part of the article.

Relevant Code Provisions

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

11. The Committee noted that the complaint was unusual in that it related to actions taken by a publication in response to a separate complaint by a third party. The amended version of the article reported that the complainant's former partner was accused of suggesting that the complainant should have a hymen examination; the footnote which was added post publication stated that "legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and that the court made no finding of fact with regard to that allegation". The complainant considered that this was contradictory and that her barrister's skeleton argument constituted an unequivocal claim that the man had requested she undergo an examination and not that he had suggested she might do so.

12. The article was a report of a hearing before a High Court Judge in proceedings between the complainant and her former partner, the man named in the article. In court reports, newspapers are responsible for accurately reporting what is heard in court, and the transcript of a previous hearing and the skeleton argument of the complainant's barrister were, therefore of limited assistance. The Committee considered the transcript of the hearing which recorded that the complainant's barrister had said that the man was "even attempting to pursue what appeared to be an application of suggestion that [the complainant] should undergo a hymen examination during the course of the proceedings to confirm that she is in fact a virgin". The transcript of the hearing did not record that the man had made a request that the court order the complainant to undergo such an examination. On this basis, the Committee found that it was not inaccurate for the newspaper to characterise this submission as the man having been "accused of suggesting his wife should get her hymen tested"; that claims had been made in court that "he had suggested his wife should undergo a hymen examination" or that "the court heard […] claims that [the man] even suggested she undergo a hymen examination to prove she still was [a virgin]". There was no breach of Clause 1 on these points.

13. The Committee next considered the footnote which had been added to the article which read: "legal representatives of [the man] say it was not claimed in court that he wanted his wife to have a hymen examination and the court made no finding of fact with regard to that allegation". It was clear that the footnote set out the man's position, rather than being a definitive statement on the issue, and given the ambiguity surrounding the meaning of the complainant's barrister's submission in court, the Committee did not consider that the inclusion of the footnote rendered the article inaccurate or misleading in breach of Clause 1.

14. The complainant had also said that it was inaccurate to include the man's denials in the article and, in particular, that the article gave the misleading impression that the man had denied the claim during the court proceedings themselves. It was not in dispute that the man had, after the publication of the article, denied that he had wanted the complainant to have the examination and it was not inaccurate to include the man's denial in the article. Whether the denial had been issued during the court proceedings, or subsequently, was not significant. There was no breach of Clause 1 on either of these points.

15. The article had stated that there was "no finding of fact" made by the court as to whether claims had been made in court that the man had suggested the complainant should undergo a hymen examination. Whilst the Committee acknowledged the complainant's position that such a finding fell outside of the remit of the hearing, it was nevertheless neither inaccurate nor misleading to report that no finding of fact had been made in relation to the accusation; the statement indicated that no judicial determination in respect of the issue had been made, which was not in dispute. There was no breach of Clause 1 on this point.

16. The complainant also said it was inaccurate to report that the man had been "accused" of "suggesting" his wife should get her hymen tested. The Committee noted its decision in paragraph 12; describing the man as having been "accused" of "suggesting" the complainant undergo the examination was not an inaccurate characterisation of what had been said in court. There was no breach of Clause 1 on this point.

Conclusion(s)

17. The complaint was not upheld.

Remedial Action Required

18. N/A

Date complaint received: 09/05/2022

Date complaint concluded by IPSO: 25/10/2022

Independent Complaints Reviewer

The complainant complained to the Independent Complaints Reviewer about the process followed by IPSO in handling this complaint. The Independent Complaints Reviewer decided that the process was not flawed and did not uphold the request for review.