
Minutes of the Complaints Committee Meeting
Tuesday 11 June 2024 at 10:30am
Gate House

Present

Lord Edward Faulks
Bulbul Basu (*remotely*)
Sarah Baxter
Andy Brennan (*remotely*)
Manuela Grayson
David Hutton
Carwyn Jones
Alastair Machray
Asmita Naik
Mark Payton
Allan Rennie
Ted Young

In attendance:

Charlotte Dewar, Chief Executive, (*remotely*)
Alice Gould, Head of Complaints
Emily Houlston-Jones, Head of Complaints
Michelle Kuhler, PA & minute taker, (*remotely*)

Also present: Members of the Executive:

Sarah Colbey
Rosemary Douce
Ellie Richards Coldicutt
Natalie Johnson
Heather McCrum, (*remotely*)
Hira Nafees Shah, (*remotely*)
Rebecca Munro
Molly Richards
Sophie Thomsett

Observers:

Jonathan Grun, Editors' Code of Practice
Chikyung Yun, Korean Press Council

1. Apologies for Absence and Welcomes

The Chairman welcomed Carwyn Jones to his first meeting. He also welcomed observers Jonathan Grun and Chikyung Yun.

2. Declarations of Interest

Declarations were received from Ted Young for Item 8, and he left the meeting for the item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting held on 21 May 2024.

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

The Chairman update the Committee on recent events. The repeal of Section 40 came in with the Media bill, the debate went well.

IPSO replied to a recent letter from the Telegraph regarding an upheld complaint and their disagreement with IPSO decision.

6. Complaints update by the Head of Complaints – oral

Alice Gould, Head of Complaints, informed the Committee that should it be necessary, members are welcome to ask for extra time to submit their comments, they would just need to email the Heads of Complaints.

She also updated the member on a few complaints of note that will be coming to them in due course.

7. Complaint 00927-24 Two Complainants v The Courier

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 00797-24 A woman v Mail Online

The Committee discussed the complaint and ruled that the complaint should not 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 subsequently confirmed as Tuesday 16 July 2024.

APPENDIX A

00927-24 Two complainants v The Courier

Two complainants – referred to in this decision as Complainant A and Complainant B – complained to the Independent Press Standards Organisation that The Courier breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), Clause 6 (Children) and Clause 12 (Discrimination) of the Editors' Code of Practice in the preparation and publication of an article headlined "Mum's GoFundMe for dying boy probed over missing cash claims", published on 26 February 2024.

Summary of Complaint

1. Two complainants – referred to in this decision as Complainant A and Complainant B – complained to the Independent Press Standards Organisation that The Courier breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), Clause 6 (Children) and Clause 12 (Discrimination) of the Editors' Code of Practice in the preparation and publication of an article headlined "Mum's GoFundMe for dying boy probed over missing cash claims", published on 26 February 2024.

2. The article – which appeared on page five – reported on a fundraiser set up by Complainant A. It reported:
"Police are investigating a £216,000 fundraiser set up by a [County name] mum to save a dying child amid allegations that donations have gone missing. [Complainant A] organised a GoFundMe and enlisted celebrities such as Simon Cowell to raise money for urgent medical treatment for [a child]. When the ten-year-old died, it was agreed the public donations would go to help other children in need. But now [the child's father] is questioning where the funds have gone."

3. The article reported that the child who would benefit from the fundraiser "came to the UK from Nigeria in 2020 to have a prosthetic eye fitted after losing his own to a rare tumour. It was then he was diagnosed with acute myeloid leukaemia (AML)." The article stated there "was a massive outpouring of public sympathy, with donations totalling £216,421 pouring in" to the fundraiser. The article then reported that the father of the child said "he wanted to set up a foundation in [his child's] name to help other kids, but

learned funds were missing. He reported his concerns to the Metropolitan Police last summer and also alerted GoFundMe.”

4. The article reported that, when the publication had approached both complainants at home for comment, Complainant B said that Complainant A “was unavailable, and also refused to comment”. It also reported that the complainants “claim[ed]” they had “been advised by police not to comment”.

5. The article said the complainants “run a business called [named business], which sells survival gear.” The article concluded by stating that Complainant A had previously “spoke[n] of her joy at becoming one of the first Scots to win a place on a pilot’s training course, despite using a wheelchair for a bone condition.” The article included a photograph of Complainant A, which showed her from the shoulders-upwards, and another photograph which showed both complainants together.

6. The article also appeared online in substantially the same form under the headline “[County name] mum’s GoFundMe probed by police investigating missing money claims”. This version of the article included an image of a village accompanied by the caption “[Complainant A] lives near [Village].”

7. Complainant A contacted the publication on 22 February 2024, prior to the article’s publication and following a visit from a journalist acting on behalf of the publication. They expressed concerns that, by visiting their address, the journalist had disclosed and confirmed their address to the father referred to in the article. In an email sent to the publication, Complainant A said: “We have not committed or been charged with any offences, and this has been looked in to confirmed by the police”.

8. The publication responded on the same day and put several questions to the complainant, including: “Were you in control of the [bank account] into which the funds from [the child’s] GoFundMe in your name were deposited?”; “Are you responsible for funds going missing from the account, and have you admitted this to [the father] as per the screenshotted WhatsApp messages we have received?”; and “Did you tell [the father] you would repay the money? And has this happened?”. The complainant responded on the same day, and said: “We have just spoken to the police and they have confirmed there is no investigation regarding us [...] We do not want to speak to or have any further contact with you or anyone

else from the media from here on and we do not want our personal information used as it would cause significant and unwarranted harm”.

9. On 26 February, following the publication of the article, the complainants complained to IPSO. They said the article breached Clause 12 as the article referenced Complainant A’s disability. They said that their disability and health was irrelevant to the fundraiser, and was not part of any police enquiries. They said they did not understand why this detail was included. The complainants said that the article was inaccurate in breach of Clause 1 as there was no police investigation concerning them or their family, contrary to what the article reported. They said no crime had been committed, and the police had not named them in relation to any ongoing police investigation.

10. The complainants set out the background to the fundraiser during IPSO’s investigation. They said the fundraiser had been started by Complainant A and the child’s father; according to the complainants, the father had asked Complainant A to be the named fundraiser, as they had a UK bank account while he did not. The complainants said the father knew what had happened to the donations: he had been transferred the funds, and had been sent an “itinerary” prior to the transfer; this document set out what the donations had been used for – although the document was not provided during IPSO’s investigation. They also said the article was inaccurate as the reported £216,000 did not take into account the GoFundMe fees which had been taken from this amount.

11. The complainants further said that the article inaccurately reported that the child had been diagnosed with AML after arriving in the UK; they said he had actually been diagnosed in Nigeria.

12. The complainant said it was inaccurate to report they had “enlisted the help of any celebrities” as they did not have those kind of connections; any celebrities who had donated had done so of their own volition and after being made aware of the fundraiser via media coverage.

13. The complainants said the article had breached Clause 2, as it included their names, which they said were unique and made their children’s location identifiable. They also said that the following details included in the article and headline were private: the fact that Complainant A was a “mum”; the nearest village to where they

lived and the county where they lived; photographs of them; the name of their business; the number of children they had; a hobby of Complainant A's; and Complainant A's disability.

14. The complainants also said that a journalist working on behalf of the publication had harassed them in breach of Clause 3. They said that, on approaching their property, the journalist and another individual had driven on to a private road, ignoring signs which said no vehicles allowed unless invited. The complainants said that the journalist and the man then passed two farm gates. They said the land was private and, under trespass laws in Scotland, only those with a legitimate right of access to houses were entitled to enter with a vehicle. They said that the journalist and man did not have an invitation, legal warrant or permission to pass through the farmer's field or visit their home and therefore, they had trespassed on the farmer's private property. They also said that they had driven into their private garden and had made no attempt to contact them before the visit to seek permission, and therefore had intentionally invaded their privacy.

15. The complainants said that, on approaching their property, the journalist asked for Complainant A. In response, Complainant B asked who she was. The journalist gave her first name and Complainant B said that they needed further details as they didn't know who she was, to which the journalist responded with her full name and the newspaper's name. Complainant B said he had never heard of the publication and that Complainant A was unwell in bed. The journalist then asked questions and gave Complainant B her number and email; the complainant alleged that the journalist was "aggressive" when asking questions. Complainant B asked the journalist how she obtained their address and she said she'd got it from the child's father. Complainant B advised her she had the story wrong, and that they had no interest in making a comment, and closed the door.

16. During the IPSO investigation, the complainants provided doorbell camera footage. This footage included the following interaction:

Journalist: Hello I'm looking for [Complainant A]

Complainant B opens the door

Complainant B: Hello, you alright?

Journalist: I'm looking for [Complainant A]

Complainant B: Who's speaking?

Journalist: My name's [journalist's full-name].

Complainant B: She's unwell at the minute in bed.

Journalist: I'm a reporter for the Courier, I've been speaking to [the child's] dad. He's made some serious allegations, so I thought it best I speak to [Complainant A].

Complainant B: She's unwell just now in bed.

Journalist: Ok. Are you involved at all in the fundraising?

Complainant B: I'm her husband.

Journalist: For the wee boy, [name]?

Complainant B: How did you get this address exactly?

17. Another video showed the journalist writing her contact details and the following conversation:

Journalist: Like I said, [father of the child] sent us screenshots of conversations and bank details and stuff – it would be good if you could maybe respond to what he's saying. If there's an explanation that doesn't tie in with his. Basically what he's saying is there's money missing from the account, that Complainant A has said the money has gone missing, that police are investigating, so it all kinda adds up and doesn't look good which is why if there's a different explanation if you could maybe let me know today if possible or even if you have a solicitor, a solicitor wants to get in touch with me.

Complainant B: Fair enough

Journalist: There's nothing else you want to say at this point?

Complainant B: No thank you

[...]

Complainant B: [...] You seem to have the wrong end of the stick, of the story.

[...]

Complainant B then closed the door

18. The complainants also complained under Clause 6, as they said their children had been impacted by the publication of the article. They said it was "going around" the school they attended and that the children had felt unable to attend school for several days since its publication. The complainants said their unique name had made their children's location identifiable, particularly in light of the fact that the article reported they lived "outside [named village]"; the complainants said only a few hundred properties were located here. They said readers may be able to locate their children's school from the information disclosed in the article.

19. The publication did not accept a breach of the Code. Firstly, it said there was a strong public interest in reporting the story. It said that scrutiny of the fundraiser and how the monies raised were

spent was legitimate, necessary, and firmly in the public interest. It said that there was, as set out in the Editors' Code, a public interest in: detecting or exposing crime, or the threat of crime, or serious impropriety; protecting the public from being misled by an action or statement of an individual or organisation; disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject; and raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public. It considered that the article served these elements of the public interest.

20. The publication next set out how it had considered the public interest prior to publication. It said that, four days prior to the article's publication, the managing editor had discussed with the journalist and Head of News and Sport the public interest in reporting the story, as set out above. It said that, in addition to this, further discussions with the editor took place where they agreed the publication was proportionate to the public interest served.

21. To support its position, the publication provided an internal message, sent four days prior to the article's publication. This message was from a senior staff member at the publication and read: "Let's get together for a pow wow in the morning, I'm fairly comfortable with our position but let's talk it through regardless. And we can put this to our lawyers too for their opinion. We're not doing anything wrong making legitimate journalistic queries in the public interest though. The public interest in exposing wrongdoing / criminality is strong.."

22. The publication did not accept a breach of Clause 1. It said that the journalist had twice checked with the police whether an investigation was ongoing: once prior to the article's publication and again after it had been made aware of the complaint by IPSO. It said on both occasions, it was advised that there was an ongoing Police Scotland investigation into the fundraiser. The publication also noted that Complainant A accepted that they had been involved in the fundraiser and that donations from the fundraiser had been deposited into their bank account.

23. To support its position on this point, the publication provided an email a journalist had sent six days prior to the article's publication to Police Scotland. It said: "I have been speaking to someone about a potential story involving missing donations to a GoFundMe fundraiser, and they say it's their understanding that Police Scotland

is investigating [...] Are you able to confirm that Police Scotland are investigation please?" The police responded the next day with the following statement: "A Police Scotland spokesperson said: 'Enquiries are continuing following a report of financial irregularities with regard to a GoFundMe page.'"

The publication also provided screenshots of WhatsApp messages Complainant A had sent to the father of the child, in which Complainant A said that she had "leaned on the fund more lately"; that she had not been "keeping track better" of the sums spent; and in which she apologised to the father for having made mistakes.

24. The publication also said GoFundMe has indicated that it was aware of a potential issue in relation to the fundraiser and was investigating.

25. The publication also shared a link and a screenshot of the fundraising page. It said it had been created in May 2021 and listed the complainant as an organiser alongside the father of the child, who was listed as a "team member". The page showed that £216,421 had been raised and that "any extra funds will be used to start a charity in [the child's] name to help other children requiring Leukemia [sic] treatment they can't afford to access".

26. Turning to Clause 2, the publication said the fundraiser was high profile and sought to use the power of several major newspapers, along with celebrity endorsements, to maximise fundraising. It said that, given this, the complainant's concerns around privacy did not have merit. It did not accept that Complainant A had an expectation of privacy over the use of their name, given they had chosen to publicly identify themselves as the creator of the fundraising page. In relation to naming Complainant B, they said that, given they had spoken to the reporter, they were relevant to the story. It also said that Complainant B's biography was on the family business website, and Complainant A was also named on the website. The publication said the business maintained a social media presence, which included photographs of Complainant B. It provided a screenshot of the website to support its position. It also said the photograph in the article which showed both complainants had been published in another newspaper and remained online. It said in these circumstances, it did not consider that the inclusion of the complainants' names and images breached Clause 2.

27. The publication said the reference to Complainant A as a “mum” made no direct reference to their children. It also said that, in December 2022, Complainant A gave an interview to another publication, in which they were described as a “disabled mum” and “disabled mother of four”. It said Complainant A did not have an expectation of privacy over the fact that she was a mother given this information was already in the public domain at their own behest. The publication provided the article in support of their position.

28. The publication said it had not breached Clause 2 by disclosing the village near where the complainant lived. It said while it was aware of the specific address of the family home, it decided not to publish it and instead referenced a large rural area where there were a significant number of homes. It also said it had made the decision not to publish any photographs that would identify the specific location of the home.

29. Regarding whether the complainants’ business name was private, the publication did not accept it had breached Clause 2 as it said the business’ ‘about us’ section on its website specifically named the complainants and it had been referenced in another article about Complainant A.

30. The publication said complainant A’s disability, medical condition, and hobby had previously been made public by the complainant and this information was easily accessible via a Google search of Complainant A’s name. In any case, the publication said that the reporting of these details was in the public interest.

31. In response to the alleged breach of Clause 3, the publication said that, on receipt of information that suggested there may be an issue with the disbursement of the monies, senior managers at the publication agreed that pursuing the story would be strongly in the public interest. It said that nearly 11,000 people had donated in good faith and were entitled to know how that money was spent. The publication said it was necessary to contact the complainant as the fundraiser’s organiser to ask questions and, as is good journalistic practice, a right of reply. Therefore, the publication said that a journalist and photographer approached the complainant for comment, and it had not informed the father of the child of their whereabouts.

32. The publication said making a single approach to the principal subject of the article in order to give them the right to comment on allegations being made against them did not constitute harassment. The publication said, while the road to the complainants' property was a private road, there was access for those going to properties on the track. It also said the photographer had no recollection of locked gates, and instead said there were closed gates, which they opened and closed behind them. It said their purpose for passing through the gates was to question the complainant in line with good journalistic practice, and that doing so did not represent harassment.

33. The publication said that at no point did the article refer to the complainant's children by name, age or any other characteristic. It also said it had not referred to the school where the children attended, and that the only reference to children's existence was the description of Complainant A as a "mum". It accepted that the family surname was unusual, but said it did not know it was "unique" and said it was not a given that any children would be at a particular school. It also said that Complainant A had previously volunteered publicly that they were a mother of four. It therefore did not accept that the article intruded into the children's schooling in breach of Clause 6.

34. The complainants accepted that some of the information published was already in the public domain, however they said the location of their home was not in the public domain.

35. With regard to Clause 12, the publication said Complainant A's disability was already in the public domain: in December 2022, Complainant A gave an interview to another publication in which they were described as a "disabled mum" and "disabled mother of four".

36. The complainants said the child's father had been selective with the messages he'd provided the publication to create a particular narrative. The complainants further said the messages were in regard to Complainant A's lack of agreement in place before setting up the GoFundMe, rather than an admission that they had improperly used any funds. The complainants did, however, accept that the child's father had loaned them money.

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.

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.

Clause 3 (Harassment)*

- i) Journalists must not engage in intimidation, harassment or persistent pursuit.
- ii) They must not persist in questioning, telephoning, pursuing or photographing individuals once asked to desist; nor remain on property when asked to leave and must not follow them. If requested, they must identify themselves and whom they represent.
- iii) Editors must ensure these principles are observed by those working for them and take care not to use non-compliant material from other sources.

Clause 6 (Children)*

- i) All pupils should be free to complete their time at school without unnecessary intrusion.
- ii) They must not be approached or photographed at school without permission of the school authorities.
- 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.
- iv) Children under 16 must not be paid for material involving their welfare, nor parents or guardians for material about their children or wards, unless it is clearly in the child's interest.
- v) Editors must not use the fame, notoriety or position of a parent or guardian as sole justification for publishing details of a child's private life.

Clause 12 (Discrimination)

- i) The press must avoid prejudicial or pejorative reference to an individual's, race, colour, religion, sex, gender identity, sexual orientation or to any physical or mental illness or disability.
- ii) Details of an individual's race, colour, religion, gender identity, sexual orientation, physical or mental illness or disability must be avoided unless genuinely relevant to the story.

Findings of the Committee

37. The Committee considered the complaints under Clause 1 (Accuracy) about the claims that Complainant A's "GoFundMe for dying boy [has been] probed over missing cash claims" and to report that "[p]olice are investigating a £216,000 fundraiser set up by a Perthshire mum to save a dying child amid allegations that donations have gone missing." The Committee noted that Complainant A had started, and was named as "organizer" on the fundraiser, and therefore it was not inaccurate to refer to it as "Mum's GoFundMe".

38. The Committee noted that the primary source for the claims about a police investigation and broader allegations about the handling of the donations had been the child's father, who was quoted extensively in the story. The publication had however demonstrated that it had taken further steps to investigate the accuracy of these claims. It had provided emails it had sent prior to the publication of the article to Police Scotland which questioned whether the police were investigating missing donations to a GoFundMe fundraiser. In response to this email, the police had

confirmed that “[e]nquiries are continuing following a report of financial irregularities with regard to a GoFundMe page.” The publication had also approached the complainants at their property and put the allegations to Complainant A via email. The publication also provided WhatsApps sent by Complainant A which suggested they had “lean[t] on the fund”. Taking all of the above into account, the Committee was satisfied that the publication had taken care over the accuracy of the above claims. It also noted that the police were looking into the allegations of missing money. In addition, the article had not reported that the complainants had been charged with any crime and made clear that the allegations were unproven and the police were still investigating the matter. For this reason, there was no breach of Clause 1 on this point.

39. The article said that the father of the child was “questioning where the funds have gone.” The complainants said this was inaccurate as he knew where the funds had gone as he had been sent an “itinerary”. However, it was not in dispute that the child’s father had told the newspaper that he was questioning where the money had gone. In such circumstances, and where the complainants had been provided with an opportunity prior to the publication of the article to respond to these claims, the Committee did not consider the above reference to be inaccurate and there was no breach of Clause 1.

40. The complainants said it was inaccurate to report that the fundraiser had raised £216,000 as GoFundMe had deducted fees from the amount raised. The publication had provided a link and screenshot of the GoFundMe page which confirmed the current total of money raised was “£216,421”. Regardless of the fees deducted from the money received, it was not in dispute that just over £216,000 in donations had been “raised”. There was no breach of Clause 1 on this point.

41. In regard to the timeline of the AML diagnosis, the Committee noted that the alleged inaccuracy related to the health of the deceased child. As the complainants were not complaining on behalf of the child’s family or next of kin, the Committee considered that it would not be appropriate to rule on this aspect of the complaint.

42. The complainant said it was inaccurate to state they had enlisted the help of celebrities. The Committee noted that where the complainant was the organiser of the GoFundMe which had

attracted lots of press attention, and it was not in dispute that celebrities had shared and contributed to the cause, it was not inaccurate to state they had "enlisted celebrities". There was no breach of Clause 1 on this point.

43. The Committee next considered the complaints raised under Clause 2. The complainants had said that their names, which were included in the article, were private. The Committee noted that names are not, in and of themselves, generally private – they are simply an identifier that will be known by many people and organisations. However, in some cases naming an individual in conjunction with details which relate to their private and family lives may breach the Code. The Committee therefore considered whether naming the complainants in relation to the fundraiser, and the other details included in the article, breached Clause 2.

44. The Committee noted that the GoFundMe page was available to the public and had attracted 10926 donors – it also contained Complainant A's full name. In addition, the Committee did not consider that association with a public fundraiser on behalf of a third-party is information which relates to their private and family life. There was no breach of Clause 2 on this point.

45. In regard to Complainant A's parental status, the Committee did not consider being a mother was inherently private information, and also noted that previous newspaper coverage referred to Complainant A as a "mother". Where this information was in the public domain, and the Committee did not consider this information to be private, there was no breach of Clause 2.

46. The Committee also considered the reference to a nearby village which the complainant said was private. It noted that the article had not disclosed the complainants' precise address and had simply given an indication of the area where they lived, where there were – according to the complainant – hundreds of properties. The Committee did not therefore consider that disclosing this information intruded into the complainants' private and family life and there was no breach of Clause 2 on this point.

47. The Committee also considered the complainants' business, which was named in the article, and whether this was private information. The Committee noted that the complainants were named on the business' web-page, and had promoted the business in another article. Similarly, Complainant A had discussed their

hobby, condition and that they used a wheelchair in another article. Where this information was in the public domain, the Committee did not consider this information to be private and there was no breach of Clause 2.

48. Turning to Clause 3, the Committee did not consider the journalist driving through a farmer's land to approach the complainant constituted harassment, intimidation, or persistent pursuit; the terms of the Clause do not prevent journalists from approaching people on private property, provided they do not remain on such property when asked to leave.

49. The Committee next considered whether the conversation between Complainant B and the journalist raised a breach of Clause 3. It noted that the journalist had identified herself and the publication she worked for when asked, given her contact details, and asked Complainant B a number of questions. It also noted that, throughout the conversation, the journalist was polite and did not interact with Complainant B in a manner which the Committee considered could be described as aggressive or intimidating. Taking these factors into account, there was no breach of Clause 3.

50. Finally, the Committee turned to the question of whether Clause 6 had been breached. The Committee were sorry to learn that the article had had a negative impact on the complainant's children. However, Clause 6 is intended to prevent unjustified intrusion into the schooling, welfare, and private lives of children; it is not intended to prevent investigative reporting of individuals who have children, though such reporting may sometimes have an impact on children's lives. The Committee noted that the complainants' children had not been referenced, and the only indication that Complainant A had children was referring to them as "Mum". For this reason, there was no breach of Clause 6.

51. The Committee then considered the complaint under Clause 12. It considered that stating Complainant A "us[ed] a wheelchair for a bone condition" was a reference to their disability – a protected characteristic under the Code. It noted that this detail had been presented factually and appeared to have been used, among other biographical information, to paint a journalistic portrait of Complainant A. It was content that this reference was not prejudicial or pejorative. However, it needed to consider whether this reference was genuinely relevant to the story as required by Clause 12(ii).

52. The Committee noted that the question of whether a specific characteristic is genuinely relevant to the narrative of the article is a finely balanced one, and the full context of the article and story being told should be taken into account when deciding whether a reference is genuinely relevant. The Committee noted that the reference in the article under complaint was a brief summary of previous coverage, which had previously been published with Complainant A's consent, and which related directly to their achievements as a person who uses a wheelchair. In such circumstances, where Complainant A had cultivated a public profile, both in relation to their disability and through promotion of the fundraiser, the Committee considered the brief reference to the element of her profile that related to wheelchair use to be genuinely relevant to the story relating to the fundraiser. For this reason, there was no breach of Clause 12.

Conclusions

The complaint was not upheld.

Remedial action required

N/A

Date complaint received: 26/02/2024

Date complaint concluded by IPSO: 17/07/2024

APPENDIX B

00797-24 A woman v Mail Online

A woman complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "I found out I wasn't the father of my baby through the DOG CAM: Fireman tells how his world came crashing down when he checked on his pet and discovered his police sergeant wife telling her lover that HE was their daughter's real dad", published on 17 February 2024.

Summary of Complaint

1. A woman complained to the Independent Press Standards Organisation that Mail Online breached Clause 1 (Accuracy) and Clause 2 (Privacy) of the Editors' Code of Practice in an article headlined "I found out I wasn't the father of my baby through the DOG CAM: Fireman tells how his world came crashing down when he checked on his pet and discovered his police sergeant wife telling her lover that HE was their daughter's real dad", published on 17 February 2024.

2. The article reported on the experiences of a named man, the complainant's ex-partner. It reported he had used a "dog cam" "to check on things at home only to find his wife Facetiming another man – and getting their baby to call him 'Daddy'". It described the complainant as "his police sergeant wife". It went on to report that the man "claim[ed] his wife, who MailOnline has chosen not to name, had been in a secret affair with a colleague for three years and, while she signed [the man] as father of her daughter on the birth certificate, she knew all along the baby was not his."

3. The article included further detail about how the man had discovered the "secret affair": it explained the man "decided to check the camera he used to monitor their two dogs – a beagle called Holly and their rottweiler Hector – to see if [the complainant] had made it home okay". It quoted directly from the man, who said: "I saw my wife sitting on the floor with our daughter on her lap on Facetime. She was saying 'say thank you to Daddy for buying you the presents yesterday' then was saying 'are you showing Daddy

your present'." The article stated that the man had "made a formal complaint to the police claiming one of its employees had broken the law for knowingly falsifying details on a birth certificate, a claim his estranged wife denies. He also said she broke the police's code of ethics, but the complaint was rejected." The article closed by noting that the man's "estranged wife declined to comment".

4. The article was illustrated with eight photographs of the man and the complainant, including "selfies" and another image where they posed for a camera. In the photographs, the complainant's face was pixelated, while her ex-husband's was not. In some photographs, the woman's hair, which was blonde, was visible. The article included four photographs of the complainant in her police uniform. In these photographs, her face, badge, and the front of her hat were pixelated. The article also contained an image of the complainant's two dogs, captioned, "[the man] made the shocking discovery while at work and checking in on the dog cam the couple had bought for their beagle Holly and rottweiler Hector." The text of the article said the couple's "beagle Holly, who [the] wife had before meeting him, had to be put down".

5. Prior to the article's publication, the police press office told the publication it would not be commenting as the article did not relate to a police matter. The publication also contacted the complainant – to ask her for her response to her husband's story. The complainant declined to comment, and asked the publication not to publish the story, in light of her right to a private and family life, as well as the alleged risks the article could pose to her safety.

6. The complainant said the article had intruded into her and her daughter's private lives, in breach of Clause 2. She said the alleged relationship with her colleague was private, and reporting on it was an intrusion into her private and family life.

7. The complainant said the photographs of her included in the article were published without her permission. She also said that, since the article's publication, she had been contacted by several people, including some she had not been in spoken to "for many years", who were became aware of the affair through the article. The complainant also said the inclusion of the photographs of her dogs and their names made her and her daughter identifiable to the wider community she lived in, as people knew her dogs' breeds and names. The complainant was also named in a comment made by a reader in response to the online article, which was removed by the

publication a few hours after it was posted. While this comment was not within IPSO's remit, as it was removed after being brought to the publication's attention, the complainant said the fact that a member of the public had named her supported her position that she was identifiable.

8. She also said the article also identified her as a police officer. She said that, as she was from Northern Ireland, this was a risk to her safety. She said the photographs of her in uniform would, in and of themselves, identify her, as they included information such as badges, numbers and insignia. She said that many officers had approached her as a result of the publication of these images. She also said that, before the publication of the article, family members, and neighbours were unaware of her profession.

9. The complainant also said that the article was inaccurate in breach of Clause 1 because it was one-sided and biased towards her ex-partner. She also said the article gave the inaccurate impression she had killed her dog, which had died of natural causes.

10. The publication did not accept reporting on the alleged relationship represented a breach of Clause 2. It said the subject of the article was the complainant's ex-husband, who had approached the publication unprompted, "wanting to tell his story". It said that the ex-husband had advised that the circumstances of the breakdown of his relationship with the complainant were already known to friends and family prior to the article's publication. It said the man had been unable to "achieve closure" in holding the complainant accountable for the end of their relationship, and wished to exercise his right to freedom of expression by publicly telling his story, under his own name. The publication acknowledged the tension between the complainant's right to privacy and the man's right to free expression. It said that, in light of this tension and taking into account the complainant's rights, they had made the decision not to name the complainant and to pixelate the photographs of her which were included in the article. The publication considered that the complainant would not be identifiable to readers, and any intrusion would be so minimal that it would not represent a breach of Clause 2.

11. The publication did not accept that the complainant was identifiable. It said the complainant's face was pixelated in the photograph, and the images did not show any private moments or activities. It said details which might identify the complainant's rank

or ID number, such as insignia on uniform were pixelated. It also said the complainant had chosen to alert her employers to the situation during pre-publication correspondence. It said the complainant's willingness to share details of the matter with her employer indicated that the relationship and its relation to her employment was not private.

12. The publication also argued that its reporting was in the public interest: there was a public interest in the woman's ex-partner exercising his right to freedom of expression, and expressing his concern that the woman's actions had not been taken seriously by her employer – a UK police force.

13. The publication also said that the information included in the article were proportionate to the public interest served by the article's publication. It said the complainant's ex-partner had requested his full name be included and given the fact he had been allegedly misled as to whether he was the parent of the child, and the complainant had allegedly falsified the birth certificate, it was proportionate to grant his request. It also said including details of the complainant's profession was important because a significant element of the ex-partner's concerns was that the police had not properly dealt with his allegation that his ex-wife had not only broken the force's code of ethics but also the law. It said the fact that the complainant was a police sergeant was a significant detail, and therefore relevant to the context of the article. The publication also said that, when it contacted the complainant directly to see if she wished to comment, the complainant referred the matter to her employer for them to respond on her behalf. It said the publication of the specific details of the conversation the complainant's ex-partner overheard was proportionate to the public interest because it was the key moment when the ex-partner realised he may not be his daughter's father. It said the conversation demonstrated that the complainant had sought to conceal the paternity of the child and supported the ex-partner's view that she knowingly falsified details on the child's birth certificate. It said the issue of the public interest had been considered prior to publication, and supplied an email chain where the question of anonymisation was raised, and where the competing rights of the ex-partner's freedom of expression and the complainant's privacy rights were discussed.

14. Turning to the complainant's concerns under Clause 1, the publication said the complainant had been contacted prior to publication and specifically asked if she wished to contribute to the article. It said she chose not to do so, while not denying the allegations it contained. The publication also denied the article stated or implied that the complainant killed her dog.

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.

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.

The Public Interest

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

1. The public interest includes, but is not confined to:

- Detecting or exposing crime, or the threat of crime, or serious impropriety
- Protecting public health or safety.
- Protecting the public from being misled by an action or statement of an individual or organisation.

- Disclosing a person or organisation's failure or likely failure to comply with any obligation to which they are subject.
 - Disclosing a miscarriage of justice.
 - Raising or contributing to a matter of public debate, including serious cases of impropriety, unethical conduct or incompetence concerning the public.
 - Disclosing concealment, or likely concealment, of any of the above.
2. There is a public interest in freedom of expression itself.
 3. The regulator will consider the extent to which material is already in the public domain or will become so.
 4. Editors invoking the public interest will need to demonstrate that they reasonably believed publication – or journalistic activity taken with a view to publication – would both serve, and be proportionate to, the public interest and explain how they reached that decision at the time.
 5. An exceptional public interest would need to be demonstrated to over-ride the normally paramount interests of children under 16.

Findings of the Committee

15. Human interest journalism allows people to share their perspectives and can provide a unique insight into human experiences. Nonetheless, such stories must still be told in a way which appropriately balances the rights of individuals to free expression against the rights of others to be free of unjustified intrusion into their private and family lives.
16. While the complainant was not named in the article and her image was pixelated, the Committee accepted she was identifiable to people who knew her, through her connection with her former partner and other details included in the article such as the names of the dogs. An individual would generally have a reasonable expectation of privacy over details of a relationship which is not conducted publicly. As such, the Committee acknowledged the article represented a degree of intrusion into the complainant's private life; its task was to consider whether the level of intrusion was justified in all the circumstances. The Committee noted the complainant's ex-partner was also a first party to the story – having been directly impacted by the complainant's relationship– and that he had a right to freedom of expression to tell his story. The Committee also noted that the relationship arguably had implications beyond the private lives of the individuals involved – it also involved the alleged falsification of a birth certificate and an allegation that a serving police officer had behaved inappropriately. Furthermore, the publication had taken reasonable steps to limit the intrusion so that the complainant would not be identifiable to a general reader of the article, including the omission of the

complainant's name and likeness. Considering these factors and taking into account the ex-partner's right to freedom of expression, the Committee considered the level of intrusion to be justified. As such there was no breach of Clause 2 on this point.

17. The Committee next considered whether the photographs of the complainant and her dogs included in the article represented a breach of Clause 2. The Committee did not consider that the photographs included any information in respect of which the complainant would have a reasonable expectation of privacy – they did not show her engaging in any private activity, but simply posing for photographs. Additionally, the images of the complainant's dogs did not reveal her identity to anyone who did not already know her. The Committee therefore did not consider that the images revealed any private information about the complainant beyond what was already in the text of the article, which – as previously established – the Committee did not find breached Clause 2. There was no breach of the Clause on this point.

18. The Committee next considered whether including information about the complainant's profession in the article represented an intrusion into her private life. The complainant said that revealing her profession could lead to threats to her safety, given that she was from Northern Ireland. While the Committee acknowledged the risk to police officers working in Northern Ireland, it noted the complainant did not work in Northern Ireland, but instead worked in the Metropolitan Police. The Committee further noted that, generally, people do not have a reasonable expectation of privacy over information which identifies their profession, and that police officers often serve as the public face of policing in their communities and are expected to conduct themselves to a high professional standard; absent special circumstances, which the Committee did not consider were present in this case, the fact that someone is a police officer is not private information. For these reasons, the Committee did not consider including the complainant's profession in the article to represent an intrusion into her private life. There was no breach of Clause 2 on this point.

19. The Committee next considered the complainant's concerns under Clause 1; namely, her concern that the article was one-sided and biased in favour of her ex-partner. The Committee noted the Editors' Code of Practice does not address issues of bias. It makes clear the press has the right to report one side of events, as long as it takes care not to publish inaccurate, misleading or distorted information, and to distinguish between comment, conjecture and fact. In this case, the publication was entitled to focus the report on the man's version of events, regardless of whether the complainant

considered it biased against her, where the complainant did not identify any specific inaccuracies in his account. Further, the Committee did not consider the article implied the complainant had killed her dog; it simply stated that the dog “had to be put down”, which the complainant did not dispute. There was no breach of Clause 1.

Conclusions

The complaint was not upheld.

Date complaint received: 17/02/2024

Date complaint concluded by IPSO: 12/07/2024

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 C

Paper no.	File number	Name v publication
3142	21910-23/21911-23	Evans v South Wales Echo/mirror.co.uk
3133	22804-23	A woman v The Gazette (North East/Middlesbrough & Teeside)
3140	21812-23	Vulliamy v Daily Mail
3119	20757-23	Barratt v lincolnshirelive.co.uk
3164	00431-24	A complainant v The Times
3099	20993-23	Mallabourn v Mail Online