
MINUTES of the COMPLAINTS COMMITTEE MEETING
Tuesday 1st March at 10.30am
Gate House, 1 Farringdon Street, London EC4M 7LG

Present

- Lord Edward Faulks
- David Hutton
- Alistair Machray
- Helyn Mensah
- Asmita Naik
- Mark Payton
- Andrew Pettie
- Allan Rennie
- Miranda Winram(remotely)

In attendance:

- Charlotte Dewar, Chief Executive
- Robert Morrison, Head of Complaints

Also present: Members of the Executive:

- Elizabeth Cobbe (remotely)
- Sarah Colbey
- Rosemary Douce
- Alice Gould
- Sebastian Harwood
- Emily Houlston-Jones
- Natalie Johnson
- Vikki Julian
- Chloe Mckiver
- Molly Richards
- Martha Rowe

Observers:

- Jonathan Grun, Editors' Code of Practice Committee
- Sarah Lee, Board Member

1. Apologies for Absence and Welcomes
Apologies were received from Andy Brennan, Nazir Afzal and Tristan Davies.
2. Declarations of Interest
There were no declarations received.
3. Minutes of the Previous Meeting
The Committee approved the minutes of the meeting held on 25 January 2022.
4. Matters arising
There were no matters arising.
5. Update by the Chairman – oral
The Chairman updated members on plans for further engagement with national publishers.
6. Complaints update by the Head of Complaints – Oral
The Head of Complaints reported to members that, since the last meeting, he had appointed Emily Houlston-Jones and Alice Gould as Senior Complaints Officers.
7. Complaint 03088-21 Jain v nwemail.co.uk
The Committee discussed the complaint and ruled that the complaint should be upheld. **A copy of the ruling appears in Appendix A.**
8. Complaint 10225-21 A man and a woman v Ardrossan & Saltcoats Herald
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 26 April 2022.

Appendix A

Decision of the Complaints Committee 03088-21 Jain v nwemail.co.uk

Summary of Complaint

1. Ashutosh Jain complained to the Independent Press Standards Organisation that nwemail.co.uk breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), Clause 12 (Discrimination) and Clause 14 (Confidential sources) of the Editors' Code of Practice in an article headlined "Under fire consultant Ashutosh Jain leaves UHMBT", published on 24th February 2021.
2. The article reported that the complainant, whom it described as an "under-fire consultant", had left his position at the University Hospitals of Morecambe Bay Trust (UHMBT). It reported that the complainant "was criticised for errors that played a role in the deaths of patients being treated by the trust", and that "[h]e is among three urologists who have come under fire due to failures in patient care, with an external inquiry looking into concerns that date back to 2001". The article went on to state that "[c]oroners ruled clinical errors made by [the complainant] and former colleagues... contributed to the deaths of two patients", naming the colleagues and the two patients in question. It also reported that UHMBT had "apologised to families and patients affected by mistakes made by the three doctors". The article was accompanied by a photograph of the complainant.
3. The complainant said that the article contained a number of inaccuracies in breach of Clause 1. He said that while he had consulted on both patients' cases, he had not been criticised or found guilty by any official authority for a failure in patient care or for contributing to the deaths of the two patients, and that therefore it was inaccurate to state that he "was criticised for errors that played a role in the deaths of patients being treated by the trust"; that "[h]e is among three urologists who have come under fire due to failures in patient care, with an external inquiry looking into concerns that date back to 2001"; that "[c]oroners ruled clinical errors made by [the complainant] and former colleagues... contributed to the deaths of two patients"; and that "[h]is errors were ruled to have played a part in the deaths" of two patients. The complainant further said that the coroner's reports that related to the deaths of the two patients did not mention any individuals' names as being responsible for their deaths, and that he had not been asked to attend coroner's court in either case. In addition, the complainant added that he considered the statement that "[h]e is among three urologists who have come under fire due to failures in patient care, with an external inquiry looking into concerns that date back to 2001" inaccurately suggested that the external inquiry was only investigating three urologists, whereas the external inquiry was in fact looking into the entire department. He highlighted that he had only worked at the department since 2008, and that the external inquiry had yet to publish the report.

4. The complainant also said that the claim that “UHMBT leaders have apologised to families and patients affected by mistakes made by the three doctors” was also inaccurate. He said that while UHMBT may have apologised, this was not an admission of wrongdoing and the investigation into these incidents were still ongoing. He said that therefore it was misleading and inaccurate to state that “mistakes [were] made by the three doctors”.

5. Furthermore, the complainant said that the headline reference to his departure from UHMBT and the reference to him as “under fire” were inaccurate; he was not “under fire” from any official authority, which he considered the article suggested. He added that this also gave the misleading impression that he left UHMBT due to being “under fire”, rather than for personal reasons.

6. The complainant also said that the article breached Clause 2 because the publication of the photograph of him, without his consent, was an intrusion into his privacy.

7. In addition, the complainant also said that the article breached Clause 3 as he felt harassed by the article was well as previous articles published which were not under complaint; Clause 12 as he believed the newspaper focused its articles on BAME doctors and failed to report any incidents related to local British doctors; and Clause 14 as he considered there had been a breach of his personal confidentiality.

8. The publication did not accept a breach of the Code and defended the accuracy of its coverage. It said that the complainant was named by the family in an inquest into the death of the first patient and that the coroner recorded a conclusion which stated “[t]he cause of death was contributed to by the failure to provide a stent to drain [the patient’s] infection earlier in her treatment.” It provided a copy of an inquest document which contained the conclusion of the coroner as to the cause of death. It added that the patient’s husband had also criticised the complainant’s care of his wife. In relation to the second patient, the publication said that the coroner had ruled that he had died after developing urosepsis, caused by “missed opportunities to change his ureteric stent”. It provided correspondence from the Coroner’s Office, which stated that the second patient died “as a result of a stroke he suffered... which was contributed to by his underlying medical conditions and the development of urosepsis following missed opportunities to change his ureteric stent”. The publication further said that the complainant was consistently named by the patient’s families as the consultant in charge of their relatives, and that he was criticised by a whistle-blower during an employment tribunal and subsequent book. In support of its position, the publication provided a number of previous articles published by nwemail.co.uk which included criticisms from family members regarding the care provided by the complainant, and which stated that the complainant’s mistakes had contributed to the deaths of the two patients.

9. The publication also highlighted that it had contacted the UHMBT for comment prior to publication and had also approached the complainant for comment, both of which were declined.

10. In regard to the complainant's concerns about UHMBT's apology and the alleged "mistakes made", the publication provided a copy of the apology. The statement said that: "We feel deeply sorry for [the husband of the first patient], and for the family of [the second patient] and want to apologise to, and reassure them and your readers, that we take every case where a patient dies extremely seriously and that safety for our patients is our primary aim as a healthcare organisation." The statement concluded by saying that "We want to assure them that our investigations have been thorough, we have learned lessons and of course if [the whistle-blower] has any further information we'd be grateful to hear from him." The publication said the apology was given after the trust was asked to comment on the calls from the families of the patients for the three named doctors, including the complainant, to be struck off.

11. The publication said that as concerns regarding the urology department had been raised in parliament and as the complainant had been criticised by families of the patients and the whistle-blower, its description of the complainant as "under fire" was supported. It added that it did not consider the statement that "[h]e is among three urologists who have come under fire due to failures in patient care, with an external inquiry looking into concerns that date back to 2001" meant that the inquiry was solely focused on the three urologists.

12. Furthermore, the publication did not accept a breach of Clause 2. It said that the photograph of the complainant was provided by a former colleague of the complainant and that it had been used on numerous occasions previously, including by other publications. It further said that the use of the photograph was in the public interest as the complainant worked in a public-facing role, and that it did not reveal anything personal about him, it merely showed him in a professional light.

13. The publication also did not accept a breach of Clause 3, Clause 12, or Clause 14. It said that the newspaper had never tried to intimidate, harass, or pursue the complainant; that no discrimination had been shown towards the complainant; and that it had protected all confidential sources of information.

14. Whilst the publication did not accept a breach of the Editors' Code, it offered to publish the following footnote clarification at the bottom of all the stories that had been run about the trust, in order to resolve the complaint:

"Mr Jain has asked The Mail to clarify he has worked at the University Hospitals of Morecambe Bay Trust since 2008. Niche Health and Social Care Consulting have been commissioned by NHS England/Improvement at the request of UHMBT to carry out an independent external review into the Trust's urology service after they received complaints and concerns. Niche Health and Social Care Consulting has yet to publish its official findings."

15. The complainant did not consider the clarification offered was adequate to resolve his complaint.

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 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.

Clause 14 (Confidential sources)

Journalists have a moral obligation to protect confidential sources of information.

Findings of the Committee

16. The matters under complaint related in large part to the publication's references to matters heard as part of inquest proceedings. The Committee therefore noted that there is a public interest in the coverage of inquests and that the publication was entitled to report fully on the proceedings, including any criticisms made of the complainant as part of that process. In so far as its report related to the inquest proceedings, the publication's obligation was to provide an accurate report of those proceedings.

17. The complainant denied that he had been "criticised for errors that played a role in the deaths of patients being treated by the trust"; that "[h]e [was] among three urologists who have come under fire due to failures in patient care"; and that he had been "under fire". He said this was inaccurate to describe him as being "under fire". In support of its position, the publication said that the complainant had been named by the families of the patients as the consultant in charge of the patients and criticised over the care he had provided by families and the whistle-blower. It also noted that the coroners had recorded that the deaths of the two patients were contributed to by a "failure to provide a stent to drain [the first patient's] infection earlier in her treatment" and "missed opportunities to change [the second patient's] ureteric stent". It was the Committee's view that as it was not in dispute that the complainant had consulted on the patients' cases, and where the publication was able to demonstrate that the complainant had been named and criticised by the families of the patients and the whistle-blower, there was sufficient basis to state that the complainant had been "criticised for errors that played a role in the deaths of patients" and that "[h]e [was] among three urologists who have come under fire due to failures in patient care". There was no breach of Clause 1 on these points.

18. The Committee next considered whether it was inaccurate to claim that “[c]oroners ruled clinical errors made by Mr Jain and former colleagues... contributed to the deaths of two patients”; and that “[h]is errors were ruled to have played a part in the deaths of [two named patients]”. While the publication provided a number of supporting documents regarding the patients’ deaths and the inquiries into these, the documents did not name any individual doctors as being responsible for such errors; the publication had not demonstrated that the complainant had been identified by name or indirectly as having made errors that contributed to the deaths in either proceeding. The Committee considered that the statements gave the clear and inaccurate impression that the coroner had expressly “ruled” that clinical errors made by the complainant specifically had contributed to the deaths of the two patients. In such circumstances, the Committee found that this misrepresentation of the coroners’ findings represented a failure to take care over accuracy and raised a breach of Clause 1 (i). Given the serious nature of the claims, the Committee considered that the statements were significantly misleading and required correction under the terms of Clause 1 (ii). The publication had not offered to publish any corrective action on these points, and so there was a further breach of Clause 1 (ii).

19. The complainant had said the claim that “UHMBT leaders have apologised to families and patients affected by mistakes made by the three doctors” was inaccurate because although UHMBT had apologised, this was not an admission of wrongdoing. The publication had provided a copy of the apology made by UHMBT; however, this apology contained no admission of any wrongdoing and did not name any individuals as having made “mistakes”. The publication was entitled to take the view that apology amounted to the UHMBT leaders apologising for mistakes made, but the article suggested that the apology had expressly attached blame to certain doctors and identified them, which was misleading. It was not clear from the article, which had not included the text of the apology, that this represented the publication’s characterisation of the statement. The publication had not taken care not to publish misleading information, and there was a breach of Clause 1 (i). The Committee considered that the statement was also significantly misleading and required correction under the terms of Clause 1 (ii). The publication had not offered to publish any corrective action on this point, and as such there was a further breach of Clause 1 (ii).

20. The Committee turned next to the question of whether the statement that the complainant was “among three urologists who have come under fire due to failures in patient care, with an external inquiry looking into concerns that date back to 2001” gave the misleading impression that the external inquiry was only investigating three urologists, rather than the entire department. The article made no claim that the inquiry into the trust was looking at only the three urologists. On this basis, the Committee concluded that there was no failure to take care not to publish inaccurate or misleading information, nor did it give rise to a significant inaccuracy or misleading statement. There was no breach of Clause 1 on this point.

21. The Committee next considered the concerns under Clause 2 and whether the complainant had a reasonable expectation of privacy in relation to the information contained in the photograph. The Committee noted that the image had been used in numerous articles previously and revealed nothing of a private nature about the complainant; it merely showed his likeness. In such circumstances, the Committee did not consider that the complainant had a reasonable expectation of privacy in respect of the information contained in the photograph. There was no breach of Clause 2.

22. The complainant had further said that the article breached Clause 3 as he felt harassed by it, in addition to previous articles published; Clause 12 as he believed the newspaper focused its articles unfairly on BAME doctors; and Clause 14 as he considered there had been a breach of his personal confidentiality. Clause 3 generally relates to the way journalists behave when gathering news, including the nature and extent of their contacts with the subject of the story. The complainant's concerns under Clause 3 did not relate to this. Clause 12 states that 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; and that 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. The article contained no references to the complainant's race or colour. Clause 14 relates to the moral obligation of journalists to protect their confidential sources of information; the complainant's concerns under this Clause did not relate to this. For these reasons, Clause 3, Clause 12, and Clause 14 were not engaged.

Conclusion

23. The complaint was partially upheld under Clause 1.

Remedial action required

24. Having upheld a breach of Clause 1, the Committee considered what remedial action should be required. In circumstances where the Committee establishes a breach of the Editors' Code, it can require the publication of a correction and/or an adjudication, the terms and placement of which is determined by IPSO.

25. The Committee considered that there was a serious breach of Clause 1(i). The article had published misleading statements on matters of significance, that were on public record and therefore readily available for fact checking. It had not taken adequate steps to correct these misleading statements when they had been brought to its attention by the complainant. In light of the newspaper's failure to take care over the article's accuracy, and its failure to correct the misleading statements in line with its obligations under Clause 1(ii), the Committee concluded that an adjudication was the appropriate remedy.

26. The Committee considered the placement of this adjudication. The adjudication should be published in full on the publication's website, with a link to this adjudication (including the headline) appearing on the top third of the publication's homepage for 24 hours; it should then be archived in the usual way. The headline to the adjudication should make clear that IPSO has upheld the complaint, reference the title of the newspaper and refer to the complaint's subject matter. The headline must be agreed with IPSO in advance.

27. The terms of the adjudication for publication are as follows:

Ashutosh Jain complained to the Independent Press Standards Organisation that nwemail.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Under fire consultant Ashutosh Jain leaves UHMBT", published on 24th February 2021.

IPSO partially upheld this complaint under Clause 1 and has required nwemail.co.uk to publish this decision as a remedy to the breach.

The article reported that Mr Jain had recently left his position at the University Hospitals of Morecambe Bay Trust (UHMBT). It said that "[c]oroners ruled clinical errors made by Mr Jain and former colleagues... contributed to the deaths of two patients" and that "[h]is errors were ruled to have played a part in the deaths" of two patients. It also reported that UHMBT had "apologised to families and patients affected by mistakes made by the three doctors".

The complainant said that the article was inaccurate as no official inquiry, authority, or coroner had criticised him or found him responsible for failures in patient care or contributing to patient deaths. The coroner's reports that related to the deaths of the two patients did not identify any doctor as being responsible for their deaths. He also complained that the article suggested that UHMBT had named him as having made mistakes; the hospital statement had made no reference to any individual doctors.

IPSO found that the newspaper had failed to take sufficient care over the presentation of the coroners' findings; it considered that the article had given the inaccurate impression that the coroner had named the complainant as having contributed to the deaths of the two patients; the complainant had not been named by the coroner. Further, the newspaper's description of the hospital's apology suggested that it had identified the complainant; in fact, the hospital's statement did not name any individuals as having made "mistakes". The article was therefore significantly misleading regarding the coroners' verdicts and the hospital's statement. The publication had made no offer to correct this misleading impression and had therefore breached Clause 1 (i) and Clause 1 (ii) of the Editors' Code of Practice.

Date complaint received: 30/07/2021

Date complaint concluded by IPSO: 22/03/2022

Appendix B

Decision of the Complaints Committee – 10225-21 A man and a woman v Ardrossan & Saltcoats Herald

Summary of Complaint

1. A man and a woman complained to the Independent Press Standards Organisation that Ardrossan & Saltcoats Herald breached Clause 2 (Privacy) and Clause 4 (Intrusion into grief or shock) of the Editors' Code of Practice in an article headlined "[A woman] cycles to Beatson to thank them for saving her life", published on 15th September 2021.

2. The article reported that a named woman, who was a "breast cancer survivor", had completed a charity cycle ride along with a "big group of family and friends including husband [name] and daughter [name]". It stated that the cyclists had travelled "to the treatment centre that helped save her life" and that the money raised was going to the centre as well as "North Ayrshire Cancer Care". The article also reported that the woman "wears a t-shirt that has become her motto during her training and inspiration to herself and the others, it simply says, 'It came, we fought, I won, Survivor'". The article also included an image of the group of cyclists and was captioned, "[A woman], centre, and the cyclists set off from Stevenston".

3. The complainants were the woman mentioned in the article as being a "breast cancer survivor" and her husband, who had also been mentioned in the article. They said the article breached Clause 2 because it disclosed her medical condition without her consent. The complainants stated that the woman had met the journalist, who was an acquaintance of the family, coincidentally roughly two weeks before the charity cycle ride. The journalist had said she wanted to write an article covering the forthcoming ride and the woman agreed but had not mentioned her medical condition at any time, as she had not wanted her condition to be made public, but rather wanted to focus on the charities which would benefit from the ride. The complainants noted that the fundraising page for the ride did not mention the woman's condition. Originally, the fundraising page included an image of the cycle route, and, after the ride had been completed, it was changed to an image of the group.

4. The complainants also said the article breached Clause 2 because it had included the name of the man and their daughter without consent.

5. The complainants also said the article breached Clause 4 because the inclusion of the woman's medical condition had caused her significant distress.

6. The publication said it did not accept a breach of Clause 2. It said that the woman and the reporter had known one another for ten years and had bumped into each other in town. They had discussed the charity bike ride and the journalist, who had already been aware of the complainant's illness, proposed publicising it in an article. The woman had been receptive to the idea of an article and told the journalist she would be in touch following the event. The publication stated that the reporter had not been made aware that the woman did not want to make public the reason for the cycle ride or her personal connection to the beneficiaries. Following their conversation, the reporter believed the woman's illness was public knowledge. The publication said that, after the bike ride, it received a submission from a third party via the "send us your news" section on the website. This submission, from a named individual who was not the complainant, had stated that the bike ride was a way for the complainant to show her gratitude for the treatment she had received; it included the woman's first name and her medical condition, along with photographs from the bike ride, as well as request for a call back if the publication decided to use the story. The submission had also included the names of the complainant's husband and daughter. The publication stated that the names of the husband and daughter were in the public domain because they appeared on the woman's public Facebook page.

7. The publication said that, in the image included in the article, which had been taken during the 50-mile bike ride, the complainant could be seen wearing a pink top that read "It came, we fought, I won. Survivor", a phrase it said was commonly associated with the woman's illness, accompanied by an image of a ribbon. Over this top, she wore a pink sparkly brassiere. Images of the complainant wearing this top also appeared on her public Facebook page where she had been promoting the event.

8. The publication also did not accept a breach of Clause 4. It said that no insensitive approaches had been made as, in a conversation between the woman and the reporter, the woman had supported coverage of the event and indicated that she would be happy to speak about it. The coverage also concerned a public event, and no request was made for the woman's illness to be excluded.

9. The complainants said that the online submission had not been made by them but had come from another source without their knowledge or consent.

10. The publication said the reporter was aware of the name of the sender and that it was not the complainant. However, the reporter assumed that, following the earlier conversation with the woman, and because she was expecting coverage of the event with photos, this was the way the complainants had chosen to share the information and that this person was acting on their behalf.

11. Notwithstanding its position, the publication offered to work with the complainants to write an article highlighting the work of the charities.

12. The complainants said the images provided by the publication in which the woman was seen wearing a t-shirt that said "It came, we fought, I won. Survivor" did not identify her as being affected by a particular illness as the slogan made no reference to any condition.

13. The complainants did not accept the publication's offer as a way to resolve their complaint.

Relevant Code Provisions

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 4 (Intrusion into grief or shock)

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

Findings of the Committee

14. The Committee first extended its sympathy to the woman and acknowledged the sensitivity of the issues raised by the article.

15. The article had revealed that the woman had survived breast cancer. Clause 2 states that everyone is entitled to respect for their private life, which includes their health, and requires editors to justify an intrusion into an individual's private life without consent. In assessing whether such an intrusion is justified, the Committee will take into account an individual's own public disclosure of information and the extent to which it is already in the public domain. The Committee therefore had to decide whether the woman had consented to publication of the information by the publication; whether she had otherwise disclosed the information; and the extent (if at all) to which the information was already in the public domain.

16. The woman had discussed the upcoming cycle ride with someone she knew was a reporter and who had suggested writing an article on the subject. The reporter had said she was aware of the woman's medical condition, having been informed by a relative of the woman at a fitness class. The woman had not made clear that she did not want her diagnosis made public. The complainants stated that the fact the woman had suffered from breast cancer had not formed part of the conversation with the journalist, and that the conversation had focused on the purpose of the cycle ride: to raise money for two charities. The reporter, an acquaintance of the complainant, had assumed that her previous medical condition was public knowledge. The Committee expressed concern over this assumption: personal medical information constitutes private information, and where the condition was not mentioned in the conversation between the complainant and the reporter, this conversation did not constitute consent by the complainant for the publication of the information about her medical condition.

17. The Committee then considered whether the submission made to the publication by a third party constituted consent for the publication of the woman's medical information. The submission had clearly been made by an individual other than the woman and, furthermore, had requested direct contact should the publication wish to use the submitted material. The publication had assumed that this represented the information it was expecting regarding the cycle ride and photos of the event and had not taken steps to establish whether the information had been provided with the knowledge and consent of the woman. The Committee did not consider the submission of the information was sufficient to constitute consent to publish the information about the woman's diagnosis. The Committee therefore concluded that the publication had published this information without consent.

18. The Committee then considered the extent to which this information had already been publicly disclosed by the woman. The woman had posted images on her public social media page that showed her wearing a pink t-shirt with a ribbon that bore the slogan "It came, we fought, I won, Survivor." She had also shared images on her public social media page in which she wore this t-shirt along with a pink bra, worn on the outside of the t-shirt, in the context of promoting the charity cycle ride. An image of her wearing this outfit also formed her profile picture on her fundraising page. She had also worn this outfit out in public during the cycle ride. The image included in the article and later added to the fundraising page showed that she was the only individual in this specific outfit. The Committee considered that the slogan and ribbon on the t-shirt effectively disclosed her cancer diagnosis, and the colour of the t-shirt and the bra indicated the type of cancer – breast cancer. This information had been established in the public domain through the public social media page, and on the fundraising page.

19. The Committee sympathised with the complainant's desire to exercise control over the disclosure of her medical diagnosis, but it concluded that she had disclosed the information by wearing attire on the cycle ride that effectively communicated her status as a breast cancer survivor, which had been further publicised for the purpose of promoting the fundraiser. It had been established in the public domain to a sufficient extent that she no longer had a reasonable expectation of privacy in relation to this information, and accordingly its inclusion in the article did not constitute an intrusion into her privacy. There was no breach of Clause 2.

20. The Committee then considered whether the inclusion of the names of the man and their daughter represented a breach of Clause 2. Their names had also appeared on the woman's social media page and so were established in the public domain. In addition, someone's name or familial relationship to another individual is not usually considered private information. As such, there was no breach of Clause 2 on this point.

21. Finally, the Committee considered Clause 4. The Committee were sympathetic and sorry to hear that the woman had suffered distress because of the article. However, it did not consider that the publication of the article, which promoted a charity event promoted by the complainant, related to an incident of grief or shock, or that the publication had handled it insensitively. As such, there was no breach of Clause 4.

Conclusion(s)

22. The complaint was not upheld.

Remedial Action Required

23. N/A

Date complaint received: 25/09/2022

Date complaint concluded by IPSO: 22/04/2022

Appendix C

Paper No.	File Number	Name v Publication
2278	05940-21	Cygnnet Health Care Limited and Dr Tony Romero
2295	06518-21	Extinction Rebellion v The Daily Telegraph
2299	04995-21	Gaukroger v Isle of Wight County Press
2309	02814-21	Kent v staffordshire-live.co.uk
2314	06134-21	Vass v Mail Online
2319	06393-21	Minto v Sunday People
2302	02921-21	Thompson v liverpoolecho.co.uk
2335	07349-21	Khan v The Sunday Telegraph
2293	06401-21	League Against Cruel Sports v The Sunday Telegraph
2304	07566-21	Ranger CBE v Telegraph.co.uk
2310	04367-21/04370-21	Brundrett/Bailey v derbytelegraph.co.uk/Daily Star
2311	04369-21	Brundrett/Bailey v Mail Online
2313	01431-21	Todd v oxfordmail.co.uk
2315	07356-21	Nelson v Sunday Life
2323	07567-21	Ranger CBE v Daily Mail
2290	01933-21	Muslim Council of Britain v thejc.com
2325	04369-21	Alakorik v East Anglian Daily Times
2327	08032-21	Doherty v Ardrossan & Saltcoats Herald
2331	07939-21	Dix v The Times
2332	07428-21	Daunt v The Daily Telegraph
2336	07583-21	Mitchell v Stornoway Gazette
2343	09834-21	A man v thesun.co.uk
2346	06399-21	Brace v thejc.com
2354	07468-21	Couzens v Mail Online
2363	09833-21	A man v Mail Online
2333	07265-21	Smith v Hull Daily Mail
2350	10211-21	The Tax Justice Network v The Times
2352	09293-21	Van Dijk v The National
2358	10473-21	Collins v South Wales Argus
2349	10073-21	Various v Mail Online
2351	09835-21	Goemans v Ely Standard
2328	07364-21	Robinson v The Sunday Times
2347	06235-21	Smith v Sunday Life
2389	10674-21	McDaid v Greenock Telegraph
2397	09546-21	Damji v The Times
2355	01791-21	Brewerton v dailyrecord.co.uk

2356	01790-21	Brewerton v liverpoolecho.co.uk
2364	01788-21	Brewerton v express.co.uk
2386	10395-21	Myers v express.co.uk
2400	07847-21	Brooks v bournemouthecho.co.uk
2361	01789-21	Brewerton v Telegraph.co.uk
2367	10754-21	Millar v Nation.Cymru
2387	10300-21	Brant v kentlive.news
2390	01785-21	Brewerton v thesun.co.uk
2394	11206-21	Various v Daily Express
2399	10439-21	The Family of Pat Cunningham v The Daily Telegraph
2375	01787-21	Brewerton v mirror.co.uk
2412	09940-21/09942 - 21/09943 -21	Hough v dailypost.co.uk/mirror.co.uk/walesonline
2414	09771-19	Reynolds v Mail Online
2417	10294-21	The Majority v The Herald