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For accountable journalism

Paper no. 3442

CONFIDENTIAL

Minutes of the Complaints Committee Meeting
Tuesday 29 July 2025 at 10:30am
10-12 Eastcheap, London, EC3M 1AJ

Present
Lord Edward Faulks – Chair
Bulbul Basu
Sarah Baxter (remote)
Sarah Havlin
Alastair Machray
George McInnes
Asmita Naik
Harriet Wilson
Ted Young

In attendance:
Charlotte Dewar, Chief Executive
Alice Gould, Head of Complaints
Emily Houlston-Jones, Head of Complaints
Michelle Kuhler, PA & minute taker (remote)

Also present: Members of the Executive:

Tom Glover
Paul McGarrity
Rebecca Munro
Marcus Pike
Molly Richards
Hira Nafees Shah (remote)
Sophie Thomsett
Davina Wong

Observers:
Jonathan Grun, Editors' Code Committee
David Wooding, Alternate Committee Member

1. Apologies for Absence and Welcomes

The Chairman welcomed everyone to the meeting, in particular David Wooding IPSO's Alternate Committee member as an observer.

There were apologies received from Allan Rennie, Carwyn Jones and Manuela Grayson.

2. Declarations of Interest

Sarah Baxter declared an interest in item 9 and left the meeting for the item.

3. Minutes of the Previous Meeting

The Committee approved the minutes of the meeting that was held on 24 June 2025.

4. Matters arising

There were no matters arising.

5. Update by the Chair – oral

The Chairman gave the Committee an update on external affairs affecting IPSO.

He also updated the Committee on the progress of the recruitment for his successor.

6. Complaints update by the Head of Complaints – oral

Emily Houlston-Jones, Head of Complaints, gave the Committee an update on complaints of note that are in the pipeline.

She informed the committee of the plans for a post-meeting being arranged for September, which the Deputy Chair, Allan Rennie, will chair.

7. Complaint 00570-25 Williams-Key v express.co.uk

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

8. Complaint 00770-25 Aston v The Scottish Sun on Sunday

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

9. Complaint 01607-25 A man v thetimes.com

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

10. Thematic Reviews: Request to desist, private advisory notices and Clause 3

Emily Houlston-Jones, Head of Complaints, introduced the thematic review, which was a summary of a defined part of the Committee's decision making and IPSO's other work in this area, to assist the Committee in understanding the Executive's internal communications and procedures.

The review also drew together IPSO's other work on this topic – such as guidance and the Executive's internal training and guidance – to demonstrate the wider impact of the Committee's decisions.

A discussion was held and the Heads of Complaints took questions from the Committee.

11. Complaints not adjudicated at a Complaints Committee meeting

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

12. Any other business

The following complaints were brought back to the Committee for further discussion, after having first been considered in correspondence:

00779-25/01944-25 Poile v swindonadvertiser/wiltshiretimes.co.uk Following further discussion, the Committee ruled that these complaints should be upheld. A copy of the ruling appears in Appendix D.

00510-25 Williams-Key v express.co.uk - Following further discussion, the Committee ruled that this complaint should not be upheld. A copy of the ruling appears in Appendix E.

APPENDIX A

00570-25 Williams-Key v express.co.uk

Summary of Complaint

1. Alan Williams-Key complained to the Independent Press Standards Organisation that express.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Octopus Energy customers given £676 after daily charge ditched", published on 13 February 2025.

2. The article – which appeared online only - reported that "Octopus Energy customers could save up to £676 on their energy bills if a daily charge is ditched on a new tariff". It also reported that, "under Ofgem's plans, suppliers must offer zero standing charge tariffs to households, alongside other tariffs, by next winter. It means that Octopus Energy customers on a two-year fix would make a saving of £676 if the charges were scrapped today".

3. The article went on to report that "standing charges are a fixed daily amount that is added to energy bills by suppliers - regardless of how much energy you actually use - which cost the average dual fuel household £338 per year on average". The article said that "some suppliers already offer low or no standing charge tariffs at all, but while these tariffs are at least 10% below the price cap they have a higher unit rate so they are more likely to benefit customers who use less energy." In addition to this, it reported that "for lower energy users, the new tariffs would see the costs move to unit rates instead. So higher energy users would be unlikely to save anything if they switched, but for those who don't use much electricity or gas, the higher price per unit would be offset by the loss of the standing charge".

4. The complainant said the article gave the misleading impression that customers had been "given" £676 when this was not the case – actually, the article was reporting on a potential saving should standing charges be scrapped.

5. The complainant also said the headline did not make clear that the £676 saving was across two years and considered that, along with the text of the article, it suggested that Octopus energy

customers could change tariffs to one that did not have standing charges and pay £676 less. He said this was not the case, as he did not believe such tariffs existed.

6. The complainant said that the article's claim that "Octopus Energy customers could save up to £676 on their energy bills if a daily charge is ditched on a new tariff" was inaccurate for the same reason noted above. He said this claim also assumed that a zero standing charge tariff would charge the same unit prices for energy as current tariffs – which he did not believe was the case – and only if this was the case could customers save £676.

7. During direct correspondence with the complainant, the publication accepted the headline gave the misleading impression that Octopus Energy customers had been given a payment of £676. It amended the headline of the article to instead say: "Octopus Energy customers can save £676 by switching tariffs". It also published the following correction at the top of the article on 27 February, thirteen days after it was made aware of the complaint:
"A previous headline of this article incorrectly reported that customers of Octopus Energy would be 'given £676'. In fact, the figure of £676 relates to a possible saving should customers on a two-year fix switch to the 'zero standing charge' tariff, where the current standing charges cost around £338 per year for household. We are happy to clarify this and the headline has been amended accordingly."

8. The publication also published the following standalone correction on the same date, which was linked to on its homepage for 24 hours:
"Octopus Energy customers 'given £676 – A correction
A previous version of our article published on 13 February was incorrectly headlined 'Octopus Energy customers given £676 after daily charge ditched'. In fact, the figure of £676 relates to a possible saving should customers on a two-year fix switch to the 'zero standing charge' tariff, where the current standing charges cost around £338 per year for household. We are happy to clarify this and the headline has been amended accordingly. The article can be found here."

9. The complainant did not consider the corrections published were a satisfactory resolution to his complaint. He said that the corrections were based on the assumption that the standing

charges would be abolished while the unit prices remained unchanged – which he did not consider to be the case.

10. In light of this, the publication amended the headline of the article to instead say: "Octopus Energy customers can save £676 in standing charges by switching tariffs". It said it had made this amendment to clarify that the saving related specifically to the "standing charge" element of customer's bill, which it said was also made clear within the published corrections.

11. The complainant was not satisfied with this amendment. He said that, as an Octopus energy customer, there were no standing charge-free tariffs available to him – so it was not correct to say that "Octopus Energy customers can save £676 in standing charges by switching tariffs". Further to this, he did not consider that the publication had paid the necessary attention to the following statement from OFGEM, which he said stated that unit prices would in fact increase when standing charges were abolished:
"There are many different ways this tariff cap could be designed, such as through a block tariff cap where rates change once a certain level of usage is reached. Under all options, the unit rate would include the costs that are currently allocated to the standing charge."

12. During IPSO's investigation, the publication provided the OFGEM energy price cap per unit table it had relied on prior to publication of the article. This table included the relevant price cap data for the 1 January-31 March 2025 period. To support its position, it also referred to an OFGEM statement which stated that, "the price cap [wa]s based on typical household energy use." It said it had calculated the £338 figure by adding up the daily standing charges for electricity and gas and had multiplied this by 365 days. It said that given the article referred to a two-year tariff, the amount was doubled to reach the figure of £676.

13. The publication said the claims that "Octopus Energy customers could save up to £676 on their energy bills if a daily charge is ditched on a new tariff"" and "Octopus Energy customers on a two-year fix would make a saving of £676 if the charges were scrapped today" were distinguished as hypothetical scenarios within the article. The publication believed this was clear from the presentation of the claims and the use of the phrase "could save". It said it was free to editorialise under the terms of Clause 1 (iv), which allows for the publication of conjecture.

14. However, in light of the complainant's concerns, the publication said it would be happy to further amend the headline and sub-heading of the article to report that "customers could save," rather than "can save". It said that it was satisfied that the body of the article did not require further amendment, as the correction published already referred to the fact that the £676 figure related to a possible saving. The publication believed the article made clear that zero standing charge tariffs were going to be introduced under OFGEM's plans in any event, and noted it stated that the saving would take place "if the charges were scrapped today". It said it also made clear that the charges were not, in fact, currently being scrapped.

15. In addition to this, the publication said the article made clear that the lack of a standing charge would mean an increase in price per unit, where it reported: "for lower energy users, the new tariffs would see the costs move to unit rates instead. So higher energy users would be unlikely to save anything if they switched, but for those who don't use much electricity or gas, the higher price per unit would be offset by the loss of the standing charge". It said, in any event, it was entitled to focus specifically on the possible savings should standing charges be scrapped, as this formed part of its entitlement under Clause 1 (iv) of the Code to editorialise.

16. The complainant said that OFGEM had made it clear that unit rates would have to be increased to allow the energy retailers to recoup the revenue lost from standing charges. The complainant referred to the previous statement from OFGEM. He said this showed that the unit rates for zero standing charge tariffs would not be the same as existing tariffs, as they would include the costs that are currently recouped by the standing charge, and that standing charges would not be abolished without increasing unit costs.

17. The complainant considered the publication's point regarding some suppliers already offering "low or no standing charge tariffs" to be irrelevant to the complaint, given the headline and text of the article related specifically to Octopus Energy customers. The complainant said he could not identify any suppliers with zero standing charges.

18. In light of this material, on 13 May, the publication amended the headline and sub-heading to state the following:
"Octopus Energy customers could save £676 in standing charges by switching tariffs."

"UK households could make more than £600 of savings on certain tariffs under new Ofgem plans."

19. On the same date, the publication amended the existing correction to state the following:
"A previous headline of this article incorrectly reported that customers of Octopus Energy would be 'given £676'. In fact, the figure of £676 relates to a possible saving should customers on a two-year fix switch to the 'zero standing charge' tariff once available, where the current standing charges cost around £338 per year for household. We are happy to clarify this and the headline has been amended accordingly."

20. The complainant was not satisfied with the above amendments as they did not acknowledge that a 'zero standing rate tariff' would inevitably have a higher unit charge, which he said was previously confirmed by OFGEM.

21. In response, the publication provided several links to support its position that there were two energy firms that offered "no standing charge" tariffs, one of which offered a "low standing charge" tariff. Neither of these firms were Octopus Energy.

Relevant Clause Provisions

Clause 1 (Accuracy)
i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

22. The Committee first considered whether the original headline breached Clause 1 by reporting that "Octopus energy [had] give[n] £676 to customers after the daily standing charge is ditched". Both parties accepted the headline was misleading to report that

Octopus Energy "g[a]ve" customers £676, as customers had not received this amount of money. Rather, the headline figure instead related to a potential saving – across two years – should standing charges be "ditched". In such circumstances, and where the publication was aware at the time of the article's publication that customers would not be receiving such a payment, it had not taken due care to ensure that the headline was not presented in a misleading manner, and there was a breach of Clause 1 (i).

23. The Committee considered that the original headline had the potential to mislead readers about their energy costs and potential savings. Given the importance of accurately reporting on matters relating to the personal finances and consumer choices, the Committee considered the article to be significantly misleading on this point. The Committee was also mindful that the misleading information was the focus of the article as a whole and appeared prominently within the headline. Therefore, a correction was required under Clause 1 (ii).

24. The Committee next considered whether the corrections already published by the newspaper were sufficient to address the terms of Clause 1 (ii) - which requires that significantly misleading information is corrected promptly and with due prominence.

25. The Committee acknowledged the publication's efforts to resolve the complaint and considered the correction published to be both duly prompt and prominent – the correction had been published thirteen days after the publication had received the complaint and had been published both beneath the headline and as a standalone article.

26. Turning to the wording of both the original and amended correction, the Committee noted that both versions of the correction acknowledged the misleading information and put the correct position on record: namely, that the figure of £676 related to a possible saving available to customers who were on a two-year fix tariff, if they switched to the 'zero standing charge' tariff once it became available. In such circumstances, there was no breach of Clause 1 (ii) in relation to this point.

27. The Committee next considered the second and third amended headlines, which the complainant had said were inaccurate. The Committee had regard to the OFGEM statement the complainant provided, which said that "the unit rate would include the costs that

are currently allocated to the standing charge." For this reason the complainant had said the headlines – and the article itself – were inaccurate, as any reduction in standing charges would mean a rise in unit prices.

28. However, the Committee considered that the complainant's position on this point was speculative – it noted that energy prices could fall, as well as rise, and it was not certain that, as zero standing-charge tariffs became available, that unit prices for energy would rise and offset any possible saving.

29. In addition, while the complainant had said that no zero-standing charge was available to Octopus Energy customers, this was not in something he was in a position to know with certainty – his basis for saying this was that he could find no such tariffs available to him, but this did not mean that they would not be available to other customers.

30. In such circumstances, the Committee considered that the correction, article, and amended headlines provided the necessary context to ensure the updated article was not inaccurate and that the correct position was clear to the reader. As such, there was no breach of Clause 1 in relation to the amended headlines.

31. The complainant had also said that all headlines were inaccurate, as they did not make clear that the £676 amount would be saved across a period of two years. However, the Committee considered the article made clear that the potential saving would apply to "customers on a two-year fix" and had been calculated based on "standing charges [...] which cost the average dual fuel household £338 per year on average". The headline was not required to set out the full content of an article, and where the article made clear that the £676 was based on customers who had a two-year fix, it was not inaccurate, misleading, or distorted – the article supported and clarified the headline on this point. There was no breach of Clause 1 on this point.

32. The Committee next considered whether the article was inaccurate to report: "under Ofgem's plans, suppliers must offer zero standing charge tariffs to households, alongside other tariffs [...] Octopus Energy customers on a two-year fix would make a saving of £676 if the charges were scrapped today". The Committee considered this was presented as a hypothetical scenario and it was clear that the proposed scenario had not occurred; and that the

possible saving arose in a scenario “if the charges were scrapped today”, and that this would only be if there was a “zero standing charge” tariff. This was therefore clearly distinguished as conjecture – rather than fact – in line with the terms of Clause 1 (iv). The article also made clear the basis for this conjecture: it reported “for those who don't use much electricity or gas, the higher price per unit would be offset by the loss of the standing charge”. As such, the article was not inaccurate on this point and there was no breach of Clause 1 on this point.

Conclusions

33. The complaint was partly upheld under Clause 1 (i).

Remedial action required

34. The published correction put the correct position on record and was offered promptly and with due prominence. No further action was required.

Date complaint received: 13/02/2025
Date complaint concluded by IPSO: 21/08/2025

APPENDIX B

00770-25 Aston v The Scottish Sun on Sunday

Summary of Complaint

1. Jacqueline Aston, acting on her own behalf and on behalf of her husband David Aston, complained to the Independent Press Standards Organisation that The Scottish Sun on Sunday breached Clause 1 (Accuracy), Clause 2 (Privacy), Clause 3 (Harassment), Clause 4 (Intrusion into grief or shock), Clause 12 (Discrimination), and Clause 14 (Confidential sources) of the Editors' Code of Practice in the preparation and publication of an article headlined "FRIGHTMOVE", published on 23 February 2025.

2. The article – which appeared on page 25 - reported on the complainants' recent house move. It said: "An oddball couple turfed out their home for waging a three-year hate campaign against their neighbours have moved into a bigger pad 40 miles away". It also reported the "weirdo pair were ordered to flit by a sheriff after filming one family 68 times in 24 hours and filing dozens of malicious reports about residents to authorities".

3. It went on to report:
"Disabled author David, 56, and ex-nurse wife Jacqueline, 58, were seen arriving at their new 'highly desirable' residence, which has five bedrooms, four bathrooms, three reception rooms and double garage. The couple made a £150,000 profit by selling their old four-bed home for £577,000 after being hit with 15-year non-harassment orders. We told how their vile campaign echoed a plot in motorway-crash survivor David's book, in which a stroke victim develops super powers to target neighbours he decided were 'not welcome any more'. [....] After a 21-day trial, the Astons were ordered to pay victims £10,000 in compensation for 'serious psychological harm'."

4. The article also said a "victim" of the complainants "told how neighbours clinked glasses and cried tears of joy when the couple were booted out last month. She said [...]: 'People were outside

celebrating, hugging and cheering on the day they left. Everybody was clapping, some were crying. It was pure elation.'"

5. The article included: a photograph which showed Mr Aston with a walking aid taken outside the new house with an external wall in the background; a photograph of the complainants' new road which showed several houses; a photograph of a section of the exterior of the new house which showed a door and two sets of windows; and a smaller photograph of Mrs Aston getting out of their car.

6. The article also appeared online in substantially the same format, under the headline "FRIGHTMOVE Scots couple turfed out home after hate campaign against neighbours move into bigger pad". This version was published on 22 February 2025; it included an additional photograph of Mr Aston in a wheelchair being pushed by Mrs Aston which appeared to be taken outside of court. It also included a wide lens photograph of the house.

7. The complainant contacted IPSO on 12 February, prior to the article's publication. She said she and Mr Aston had just arrived at their new home and had found a reporter working on behalf of the publication waiting for them there. She also said the reporter came to their car and trespassed onto the driveway, and asked twice what it felt like to lose their home. The complainant said they told the reporter they did not want their new address published and he said that that wouldn't happen. She also said she told the reporter that she and Mr Aston did not want anyone knowing which town they were now living in, and the reporter had responded by saying he wouldn't be able to stop that. The complainant said the reporter then asked if they wanted to speak to him, and they told him they did not.

8. On the same day, just over an hour after emailing IPSO, the complainant contacted the newspaper by email and said: "IPSO have been dealing with us and we instruct you as below:- Do not contact my husband or I. Do not photograph my husband or I or our property or vehicle. Cease and go away."

9. The complainant also said that they had sent another email to the publication on the same day. The complainant provided this email, however it did not appear that the recipient's email address belonged to anyone at the publication.

10. On 26 February, following the article's publication, the complainant made a complaint to IPSO. The complainant said the article breached Clause 12 as it referenced the fact that Mr Aston was disabled. She also said that the photographs included in the article – showing him in a wheelchair in the online version, and using a walking aid in both versions of the article - were not relevant to the story.

11. The complainant also said the article breached Clause 1 as she and Mr Aston had not "film[ed] one family 68 times in 24 hours" as it claimed. She said they had actually audio recorded a couple who, they said, owned barking dogs and held parties.

12. The complainant further said it was inaccurate for the article to reference "15-year non-harassment orders". She said Mr Aston had a three-year non-harassment order (NHO), while she had a 15-year NHO. She also said the article inaccurately reported that they were required to pay £10,000 compensation. She said Mr Aston had been ordered to pay £2000 and she had been ordered to pay £10,000, so the total was £12,000. The complainant provided court documents to support her position on these points, though she was unable to provide Mr Aston's non-harassment order due to a court error.

13. The complainant also said it was inaccurate to describe her as an "ex nurse". She said she was a fully qualified registered nurse, able to practice with no restrictions whatsoever.

14. The complainant said the article breached Clause 1 as the article described her and Mr Aston as a "Scots couple", "an oddball couple", and a "weirdo pair". She said they were perfectly normal, respectable, professional, and English.

15. The complainant also said it was inaccurate to report the house had four bathrooms – she said it had three.

16. The complainant then said it was inaccurate to describe Mr Aston's book as one "in which a stroke victim develops super powers to target neighbours he decided were 'not welcome any more'". She said the book's plot in fact dealt with targeting neighbours who decided the protagonist was not welcome anymore.

17. The complainant also said it was inaccurate to refer to one of their previous neighbours as a “victim”. The complainant said the article had also inaccurately reported the “victim’s” first name and that the following passage was inaccurate: “[the victim] told how neighbours clinked glasses and cried tears of joy when the couple were booted out last month. She said […]: ‘People were outside celebrating, hugging and cheering on the day they left. Everybody was clapping, some were crying. It was pure elation’”. She said that no such celebration took place, as only the alleged victim and her husband were present when the complainants had left.

18. The complainant also said the article breached Clause 2. She said they had told the reporter not to take photographs of them or their home and not to publish any material which would reveal where they lived. However, despite this request, the newspaper had published photographs of them and their home.

19. The complainant also said that the conduct of the journalist working on behalf of the newspaper breached Clause 3. She said this was the case as she and Mr Aston had asked the newspaper - in writing - not to harass them, and had asked the photographer not to photograph or film them or any part of their property. However, the journalist had ignored these requests.

20. The complainant set out her account of the interaction with the reporter outside her home. She said she had asked “can I help you?" and he had responded "I am from The Scottish Sun and I'd like to know how you're feeling about losing your home? How does it feel to have lost where you live? Would you want to talk to me about it?". The complainant said she responded “no” to this.

21. The complainant also said the journalist was talking loudly and she instructed him to “not take photographs of us, our property or any part of our lives" and she and Mr Aston did not want any interference by the journalist or anyone else. She said the photographer – a different person from the journalist who approached them – had taken some photographs of the property before and after she asked him to desist.

22. The complainant also said the article had breached Clause 4. She said that she and Mr Aston were involved in ongoing legal proceedings and were in shock, and that the article and approach from the journalist intruded into this shock.

23. The complainant said that the publication had also breached Clause 14 by obtaining the new address, which she said was private.

24. The publication was made aware of the complaint on 5 March. It did not accept a breach of the Code. It said the information regarding Mr Aston's disability had been heard in open court and formed part of his defence during legal proceedings against him. It further said the parallels between the real-life case and elements of Mr Aston's book - referenced in the article – made his disability genuinely relevant to the article's overarching narrative.

25. To support its position on this point, the publication provided the court reporter's notes from the proceedings, which demonstrated that the complainants' solicitors had referenced Mr Aston's disability.

26. The publication said witnesses had described the plot of the novel during court proceedings, as they considered it disturbing in the context of the complainants' behaviour. It provided the following excerpt from the notes to support its position on this point: "another victim, told the court of his reaction when he found David Aston's online profile and read the description of the novel in April 2020: 'I'm shaking at the moment just thinking about this [...] I was astonished and frightened. [...] We were almost living through what we were reading here'".

27. The newspaper also provided a synopsis of the book, which said the protagonist had had a stroke and was physically disabled following a car crash. The publication also provided excerpts from the novel: "This was great fun. To start with, he set about dealing with the local neighbourhood, where he lived, as since him [sic] having the stroke they had decided that he was not welcome there anymore. He became too tired to do everyone in one go, so he spent a period of time deciding who to do when. He also had to decide what would happen to each of them. Dave had a seemingly endless list of things wrong with him and so he decided he would let all of them have a taster of the illnesses he had. This was very amusing but soon he realised that it was selfish and not good use of the power. He decided he would use it to make bad things happen to people who were behaving badly."

28. Regarding the article's claim that the complainants filmed one family "68 times in 24 hours", the newspaper said they had been found guilty of recording one neighbour 248 times, including 67

recordings in one day. It said this was heard in open court and they were convicted on this evidence. The publication provided copies of the court reporter's notes. The notes said: "One of the days was my sister's birthday and they had recorded us 67 times that day."

29. The publication said the reporter could not find a reference to the lawyer or sheriff having used the "67" figure in his notes. However, it confirmed that the sheriff had referenced the fact that the complainants had filmed their neighbours 248 times in his hour-long speech when he found them guilty. The reporter said the procurator fiscal may have mentioned it in her closing speech, however the reporter was not in court that day. The publication said the reporter, after being made aware of the complaint, had contacted the victim who confirmed the evidence she gave to the court was that she had been filmed 67 times in one day.

30. The publication said, based on the complainant's position, the total duration of the non-harassment orders against her and Mr Aston totalled 18 years. It also noted that a condition of the complainant's order was that she could not enter the street for 15 years, which effectively required both of them to sell their previous house and move. The publication also provided court notes to show it had taken care. In relation to Mrs Aston the notes said: "NHO - 15 yrs (Non Harassment Order - 15 years)". For Mr Aston, the notes said: "NHO - same terms (Non Harassment Order - same terms) 15 yrs (15 years)". The publication said that the article accurately reported what was heard in court.

31. It said, therefore, it was satisfied that there was no significant inaccuracy in its reporting on this point. However, it said it was happy to amend the article to state that the complainant and Mr Aston had a combined 18 years of non-harassment orders, rather than 15.

32. The publication said that the article was not significantly inaccurate to report that the complainants had been ordered to pay £10,000 in compensation – rather than £12,000, as the complainant contended. It said the reporter accepted he had made an error when providing his copy to the publication, and had mistakenly said the total figure was £10,000. On 15 April, the publication offered to publish a footnote correction to address the compensation and non-harassment order:
"An earlier version of this article said that the Astons had been 'hit with 15-year non-harassment orders' (NHOs). Their combined NHOs

in fact totalled 18 years. They were also ordered to pay a total of £12,000 in compensation to their victims, not £10,000 as originally reported. The article has been amended."
It also offered to publish the following correction in its Corrections and Clarifications column in print:
"A Feb 23rd article said that David and Jacqueline Aston had been 'hit with 15-year non-harassment orders' (NHOs) for harassing their neighbours. Their combined NHOs in fact totalled 18 years. They were also ordered to pay a total of £12,000 in compensation to their victims, not £10,000 as reported."

33. The publication said that it was not inaccurate to refer to the complainant as an "ex-nurse". It said the court documents the complainant supplied during the complaint confirmed she was not a practising nurse.

34. Regarding the complaint over the use of the term "Scots", the publication said the couple lived in Scotland and had done so for a number of years. It did not, therefore, accept that the article was significantly inaccurate on this point. It also said the phrases "oddball" and "weirdo" were subjective characterisations and recognisable as such – and, therefore, did not amount to inaccurate information.

35. Turning to the number of bathrooms the house had, the newspaper provided a floor plan of the house. This showed three bathrooms and one half-bathroom. The publication said reporting there were four bathrooms was not significantly inaccurate.

36. Turning to the article's description of the book, the publication said readers would take the passage to mean that there were similarities between elements of a plot in Mr Aston's book and his situation in real life. It said this was not inaccurate.

37. In regard to the comments made by the complainants' previous neighbour, the publication said it had spoken to the woman, and she had told it that the party in question was held after the complainants were forced to leave the street. It said, therefore, the complainants were not in a position to disprove this, as they were not present at the party in question. It also said it was not inaccurate to describe her as a "victim" where she was found to be a victim by the court.

38. The publication did not accept that the publication had breached Clause 2 or Clause 3. Turning first to the interaction between the reporter and the complainant, it said the photographs in the article had been taken from a public road, and showed the complainants as they got out of their car on a wide driveway, in a manner clearly visible from the street. Turning next to the verbal exchange between the complainant and its reporter, it said the reporter was standing on the pavement – and not on the complainant's property during the 56 second encounter, therefore he was not trespassing as alleged by the complainant. It said the complainant had said she did not want to speak about their situation and did not want a story in the paper, but that the reporter gave no assurance that no story would be published. It said he was polite and cordial throughout the interaction. It added there was no mention of photographs during the interaction, and the complainant did not ask that she not be photographed.

39. It said it received the email of 12 February – in which the complainant requested that she not be photographed - after the interaction. It did not, therefore, accept that it had ignored a request to desist from the complainant. To support its position, it provided a recording of the interaction between the complainant and the reporter outside their property:
Reporter: Hello
Mrs Aston: [Inaudible]
Reporter: Yes, it's Mrs Aston isn't it? Hi Mrs Aston, my names [name] I'm a reporter for the Scottish sun newspaper. Obviously there's been a lot of coverage on the court case and the fact that you guys were forced effectively to move house. You've obviously moved down to a property here. We were just wondering if you wanted to talk to us about being forced from your house and having to start over again and that kind of stuff?
Mrs Aston: No and I don't want it in the paper where we are either.
Reporter: I mean we wouldn't print your address.
Mrs Aston: No no no - at all I mean, even without speaking to you, you know.
Reporter: What do you mean sorry?
Mrs Aston: I don't want it in the paper where we live.
Reporter: That's what I'm saying, we would never print your address
Mrs Aston: I don't even want the town.
Reporter: Right well I don't know if that's up for negotiation to be honest.
Mrs Aston: I'm not going to be speaking.
Reporter: Ok, no comment at all. Fair enough.

40. The publication also noted the article did not report the town, the address, or any other details about where they lived. It said that the photographs of the house included in the article were tightly cropped, which made it impossible to identify the street or any significant landmarks.

41. The publication did not accept Clause 4 was engaged. It said the complainants having to leave their home was a direct reflection of the gravity of their actions, and was not a case involving grief or shock. It added that the reporter and photographer behaved at all times with discretion and politeness while reporting a matter of significant public interest.

42. The publication did not accept that the terms of Clause 14 were breached, and said it had obtained the address from a source who had recognised the complainants.

43. The complainant disputed the publication's version of events and said that the reporter was trespassing and standing on their land. She also said that the recording did not depict the interaction between Mr Aston and the reporter, which indicated the recording had been edited.

44. The complainant provided a video recording of an interaction she had had with a photographer. The video showed the pavement the complainant was standing on. She said this was recorded on 12 February outside her home. The recording included the following dialogue:
Mrs Aston: ...little chat with this photographer.
[Inaudible]
Mrs Aston: Excuse me I just want to say you've had more than enough photographs of me and my disabled husband ok? So I'd appreciate you not publishing anymore. You've done it with my house where I live, you've done it with me at court, you've got enough.
Photographer: Don't intimidate me.
Mrs Aston: I'm not intimidating you, I'm telling you you've got enough photographs of me.
Photographer: Don't raise your voice to me, don't raise you voice to me.
[unintelligible other voice]
Mrs Aston: He's got enough.

45. Regarding the number of times the complainants had recorded their neighbour, the complainant said the reporter was not at court on the day of the closing speech, and therefore made up parts of the story.

46. In response to the complainant's claim that the publication had only provided a partial recording, the publication said its recording was not edited and had provided the entirety of the encounter. Turning to the complainant's alternative recording, the publication said it was not a recording of the encounter between her and its reporter on 12 February. It said the voices did not match those of the journalist and photographer involved, and it was not a journalist who was working on behalf of the publication. It further said that the metadata confirmed the video had been recorded on 24 October 2024 – the date the complainants attended court – rather than on 12 February 2025, the day she was approached by its reporter. It said that the pavement looked similar to that outside Edinburgh Sheriff Court and provided photographs of the pavement in question, which it said supported its position.

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 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.

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

47. The Committee first considered whether the reference to Mr Aston's disability breached the terms of Clause 12. It noted that the article reported on the aftermath of a court-case involving the two complainants – which resulted in the complainants having to sell their home – and that Mr Aston's disability had been referenced during these proceedings.

48. The Committee also had regard for the fact that Mr Aston's novel had been referenced in court by witnesses, who had commented on the similarities between the protagonist's behaviour in the novel - who was disabled - and the behaviour of Mr Aston. Therefore the reference to his disability was genuinely relevant and as such, there was no breach of Clause 12 on this point.

49. Turning to the photographs of the complainant using walking aids and being pushed in a wheelchair, to the extent that the published photographs revealed that Mr Aston had a disability, any such inference which could be drawn from the photographs was relevant for the reasons set out above. There was no breach of Clause 12 on this point.

50. The complainant said the article breached Clause 1 as they did not "film one family 68 times in 24 hours", as reported. The publication had provided the reporter's notes from court which recorded a witness' comments: "One of the days was my sister's birthday and they had recorded us 67 times that day".

51. The reporter's notes said the complainants had recorded their neighbours 67 times, however the article said they had recorded their neighbours 68 times. While this was inaccurate, the Committee considered this to be a straightforward typographical error, and did not represent a failure in the publication's processes. In such circumstances, the Committee did not consider there had been a failure to take care. For this reason, there was not breach of Clause 1 (i).

52. The Committee next considered whether the above reference was significantly inaccurate and in need of correction. Where the difference between 67 and 68 was a single digit, the Committee did not consider the reference to be significantly inaccurate, particularly where it was not in dispute the complainants had recorded the victim a large number of times. As such, there was no breach of Clause 1 (ii).

53. The Committee considered the article's reference to "15-year non-harassment orders". It noted that the publication had demonstrated that this reference had been heard in court by providing the reporter's notes. It further noted that there appeared to have been some confusion in relation to the husband's NHO, and that the complainant had said that she had not received a copy of

the order from the court. As such – and absent of any information to the contrary regarding what had been heard in court - the Committee was satisfied the publication had taken sufficient steps to accurately report what was heard in court. As such, there was no breach of Clause 1 (i) on this point.

54. The Committee next considered whether the reference was significantly inaccurate and in need of a correction. In this instance, the Committee noted that the reference, "[t]he couple made a £150,000 profit [...] after being hit with 15-year non-harassment orders" referred to the complainants as a couple rather than individuals. The article did not claim that the complainant's husband had received 15 years. At any rate, where it was not in dispute that a 15 year non-harassment order had been issued, and this had been referenced in court, the article was not significantly inaccurate. There was no breach of Clause 1 (ii) on this point.

55. Turning to the claim that the complainant and her husband were ordered to pay victims £10,000 in compensation for 'serious psychological harm', the Committee noted that the reporter had made an error in recording the correct amount when passing the copy to the publication However, the Committee again considered that this appeared to be a typographical error on the part of the reporter, rather than a failure on the part of the publication to ensure the article was accurate. Therefore, there was no breach of Clause 1 (i). The Committee next considered whether this point represented a significant inaccuracy in need of correction as required by the terms of Clause 1 (ii). Where the article had stated they were ordered to pay £10,000, rather than £12,000, the Committee did not consider the difference in amounts was significant in context of the article as a whole, particularly where the article focused on the complainants' recent move. There was no breach of Clause 1 (ii) on this point.

56. The Committee next considered the article's claim that the complainant was an "ex-nurse". Where she was not currently working as a nurse, the Committee did not consider it was inaccurate to refer to the complainant as an "ex-nurse". There was no breach of Clause 1 on this point.

57. It was not inaccurate to refer to the complainants as "Scots couple" where they lived in Scotland. The Committee also considered that the terms "an oddball couple" or "weirdo pair" were subjective in nature, and this was clear from the article. It further

noted that the article set out the basis for these characterisations by explaining: “their vile campaign echoed a plot in motorway-crash survivor David’s book” and that the court heard they had caused “serious psychological harm”. While it understood the complainant’s disagreed with these descriptions, the publication was entitled to set out its view on the complainant’s conduct, provided the factual basis for this view was not inaccurate. In such circumstances the Committee did not consider that the inclusion of the publication’s characterisations amounted to an inaccuracy in breach of Clause 1.

58. The Committee next considered the article’s reference to four bathrooms. Where the new house contained three bathrooms and half-bathroom, it did not consider the reference to four bathrooms to be inaccurate. There was no breach of Clause 1 on this point.

59. The Committee noted that it was not in dispute that the complainant’s husband’s novel described a man who was feuding with his neighbours and that the protagonist would “make bad things happen to people who were behaving badly“. In such circumstances, the Committee did not consider it was inaccurate to claim that protagonist was "target[ing] neighbours he decided were not welcome anymore". There was no breach of Clause 1 on this point.

60. Turning to the article’s reference to a named individual as a “victim”, the Committee noted that they were a recipient of the conduct for which the complainants had been convicted and therefore it was not inaccurate to refer to them as a “victim”. There was no breach of Clause 1 on this point. It further noted that it was for the individual to make a complaint regarding the accuracy of their name and therefore did not consider this aspect of the complaint.

61. The Committee then considered the ”victim’s” comments about the neighbours’ celebration, as reported in the article. The Committee noted that the complainants were not in a position to dispute the individual’s account, given the celebration appeared to take place after they had left the street. As such, the Committee considered there was not sufficient information before it to find that the reference was inaccurate, misleading or distorted and there was no breach of Clause 1.

62. The Committee next turned to the complaint raised under Clause 2. The Committee noted that the photographs showed the complainants arriving home, the outside of their new house, and the street they had moved to. The photographs did not depict the interior of their home and photographs of the complainants and their home showed what would be visible to passers-by. The photographs also did not show the complainant's doing anything private; rather, they were but simply exiting their car.

63. The Committee further noted that the article did not name the new town or street in which they had moved to. The photographs did not reveal any identifying information such as a door number, or the road or town name and therefore the Committee were of the view that the complainant's home was not identifiable. For these reasons there was no breach of Clause 2.

64. The Committee considered whether a reporter working on behalf of the publication had breached Clause 3. It reviewed the recording with the journalist, which tallied with the complainant's original account of the interaction. It noted that the reporter was polite, introduced himself, and stated which publication he was working for. The Committee noted that newspapers are entitled to approach individuals for comment and photograph them provided no request to desist has been made – and that merely approaching the complainants would not, therefore, represent a breach of the Code in and of itself. Once the complainant had made clear she did not want to make a comment, the reporter left.

65. The Committee noted that the complainants had sent a request to desist following their interaction with the journalist at their home, however it did not appear that any request to desist from contacting them or taking photographs has been made to the publication prior to interaction at their home.

66. The Committee next considered the further video provided by the complainants, which they said demonstrated that they had requested the photographer desist from taking photographs of them at the time. It acknowledged that the provenance of the video was unclear, however metadata indicated it was filmed in 2024. Given this, there was no basis to find that the photographer in the video was working for the publication – and, therefore, that a request to desist had been made to the photographer working on behalf of the publication prior to the complainants being photographed in 2025. As such, the Committee did not consider the

reporter or photographer's conduct constituted a breach of Clause 3.

67. The Committee next considered Clause 4. The Committee acknowledged that the article may have been upsetting for the complainants to read, however it noted that the article reported on the repercussions of the complainants' recent court case, namely that the complainants were required to move house. The Committee did not consider that the article related to the complainants' grief or shock, and there was no breach of Clause 4.

68. Clause 14 relates to the moral obligation of journalists to protect their confidential sources of information. The complainant had not acted as a confidential source of information for the newspaper, and therefore there was no breach of the Code on this point.

Conclusions

69. The complaint was not upheld.

Remedial action required

70. N/A

Date complaint received: 26/02/2025
Date complaint concluded by IPSO: 11/08/2025

APPENDIX C

01607-25 A man v thetimes.com

Summary of Complaint

1. A man complained to the Independent Press Standards Organisation that thetimes.com breached Clause 14 (Confidential sources) of the Editors' Code of Practice in the preparation and publication of the following two articles:
· "'Stretched' MI5 forced to prioritise Russia over terrorists, says chief", published on 6 December 2024; and
· "Spymaster's top job was kept a secret — even from his children", published on 6 December 2024.

2. The articles also appeared in print. However, as the complaint about the print versions of the articles was not made within four months of their initial publication, only the online versions of the articles were within IPSO's remit.

3. The two articles under complaint were based on information the complainant had provided to the publication. A reporter who worked for the newspaper had a long-standing professional relationship with the complainant, and the complainant had been passing the journalist confidential information – on the basis that he would not be identified - since 2021.

4. Prior to the publication of the articles – on 22 November – the reporter contacted the complainant via WhatsApp. In this message, the reporter asked for a copy of the Keeping It Civil podcast.

5. The complainant and the reporter exchanged several messages after the initial request; in these messages, the complainant said that he was away on holiday and therefore unable to action the request. After he had returned from holiday, the complainant downloaded a copy of the podcast transcript from the Civil Service portal; he sent this to the reporter on 4 December.

6. On 6 December, the reporter contacted the Civil Service, via email, seeking comment on the then-upcoming articles. The email, sent at 10:41am, said as follows:
"Good morning,

[Reporter] here from The Times. I'm writing a story about the 'keeping it civil' podcast that the cabinet secretary, Simon Case, has co-hosted.
The story will include comments made by him and his three interviewees - Chris Whitty, Ken McCallum and Karen Pearce, and will mention that he co-hosts it with Home Office civil servant, […]. The comments are below, please send over any response you would like to be included by 4pm today."

7. On the same day, internal Civil Service investigators identified the complainant as potentially having provided a copy of the transcript, based on his use of its internal computer system. At 2:21pm, the complainant was informed he was to be interviewed by investigators in relation to this matter.

8. At 5pm, the complainant contacted the reporter to inform them that his login details to the portal had been compromised. The complainant requested that the story not be published.

9. At 6pm, the complainant was interviewed by the investigators. During this interview, the complainant initially denied having had recent contact with the reporter and informed the investigators that he had not downloaded the transcript. Later, during the same interview, the complainant informed the investigators that he had downloaded the transcript but was unsure if he had passed it onto anyone else. At another later stage of the interview, the complainant confirmed he was the source that had provided the transcript to the reporter working on behalf of the newspaper. The investigators also questioned the complainant about several other incidents in which there were allegations of leaks of confidential information. After the interview, at 8pm, the first of the two articles was published.

10. The complainant was suspended following the interview. Three months later, the complainant was dismissed from the Civil Service for disclosing unauthorised information to the publication.

11. The first article reported on an interview given by the director-general of MI5 on "a civil service podcast". The article reported that "The Times has obtained a copy of the interview with" the director-general, and that the interview copy was, "marked 'official sensitive'". The article included a quote from a Cabinet Office spokesman.

12. The second article also reported on the same interview. This article also reported that "[t]he transcripts of the interviews are marked 'official sensitive'".

13. The complainant said that the conduct of the publication and the decision to publish both articles breached the terms of Clause 14. He argued that the journalist "failed to uphold the necessary protections for [him as] the source, disregarding the manner in which the information was obtained, the implications thereof, and the subsequent reporting to the Cabinet Office, proceeding with the story despite [his] compromised [login details]." He also said that the journalist had persistently requested information about the podcast from him, and that he had provided him with the transcript in a "jet-lagged state", unaware that it was marked "Official-sensitive".

14. The complainant provided several examples of how he considered the publication had not protected him as a source. He said the "wording and framing [within the article] effectively ensured [his] identification", and that the articles "repeatedly referenc[ed] 'the source'". He added that the publication had prioritised the publication of an exclusive story rather than protecting him as a source.

15. In addition to this, the complainant said that, although the publication did not publicly name him, he was indirectly compromised due to its failure to safeguard him by "ensuring that no identifiable trace was left in the" Civil Service podcast portal; the complainant said this trace became the key factor in the investigation that led to his identification. The complainant also said that the publication should have been aware of the risks involved in handling sensitive information and taken greater steps to protect his identity.

16. The complainant also said the publication should have stopped the story from running in order to minimise any disciplinary proceedings he faced. The complainant said that the publication's actions directly led to his dismissal – the publication had approached the Cabinet Office for comment and an internal investigation was launched into the leak on that same day. The complainant did not believe there was a strong public interest in publishing the articles and said that the journalist's actions accelerated the investigation and his suspension.

17. The publication did not accept it had breached Clause 14. It did not dispute that the complainant acted as a confidential source but said he would have been in no doubt that the journalist, in requesting the transcript, was planning a story for publication. It noted that the complainant had previously provided information to the journalist and was well aware because of this that the information was likely to be published. It also said that contrary to what the complainant had said, the articles did not reference a "source".

18. In addition to this, the publication said the complainant would also have known it was likely that the journalist would approach the government for comment as this was standard practice. The publication said that nothing in the journalist's approach for comment or the articles under complaint made the complainant's identification inevitable or even likely. The transcript the complainant had provided was available to many civil servants on the government computer system. The publication said that, if the complainant was not aware that he could have been traced as the source of the transcripts, it was also not in a position to know or suspect the complainant would be identified in this manner. The publication added that the reporter had simply quoted from the document in seeking a government response and had not included any information which would have identified the complainant.

19. With regard to the complainant's comments about not running the story, the publication noted that by the time the request had been made, the complainant had already been identified by government investigators as a possible source of the leak based on his use of the Civil Service computer system. It added that, during the interview with the investigators before the article was published, the complainant had admitted being the source. It therefore said that it could not have done anything to prevent the complainant from losing his job nor did it cause this.

Relevant Clause Provisions

Clause 14 (Confidential sources)
Journalists have a moral obligation to protect confidential sources of information.

Findings of the Committee

20. Both parties accepted that the complainant, in providing the transcript of the interview podcast to the journalist, was acting as a confidential source. Both parties also accepted that the complainant had been identified by his employer as a confidential source, prior to the article's publication.

21. The question for the Committee, therefore, was whether the identification of the complainant came about due to a failure on the part of the publication to protect its confidential source of information.

22. The Committee considered first the initial decision by the publication to use the material as the basis for a published article. It was mindful that the complainant had been sharing information that led to published stories with the journalist for several years without complaint by the complainant. It was reasonable for the publication to understand that he intended the material for publication and was aware of the general practice followed by journalists in handling such material, including that interested parties would likely be approached for comment. It also noted that the complainant had not sought clarification from the journalist regarding how he intended to use the transcript, had not indicated that he did not wish for it to be published, or said that he did not wish for his employers to be approached for comment.

23. Further, in the view of the Committee, the publication could not reasonably have known that only two people had accessed the relevant transcripts, given the large number of people with access to the podcast. The complainant himself was unaware of this fact. In relation to the complainant's contention that the publication should have had greater regard because he was unaware that he was passing on material marked official/sensitive to the publication, the Committee considered that the publication was entitled to understand that he had properly read the documents he was passing over and was aware of the nature of the material. The initial decision to prepare the material for publication did not constitute a failure to protect the complainant as a confidential source.

24. The approach for comment, made by the publication to the complainant's employer, did not name him, or reference – even implicitly – how it had obtained the information which the article would be reporting on, and that it had a confidential source who

worked for the employer. It was a standard step taken to fulfil the obligation to take care over accuracy and contained no additional information beyond that which would be contained in a published article. The approach for comment did not constitute a failure to protect the complainant.

25. The complainant had also said that the publication should have prevented the articles from going to print once it realised his employers had identified him, to mitigate any harm caused to him. However, the Committee was of the view that stopping the publication of the articles, as requested by the complainant, would not have protected him as a confidential source – he had already been identified by his employers as having downloaded the transcript and – prior to the article's publication - had told his employer that he had provided a confidential document to the publication. At any rate, the article did not identify the complainant; reference that a confidential source had been used in its newsgathering process; or disclose additional material that could affect the complainant's employment. The decision to proceed with publication in these circumstances did not constitute a failure to protect the complainant.

26. Taking the above into account, the Committee found that there was no breach of Clause 14 as the publication had taken all reasonable steps to protect its confidential source.

Conclusions

27. The complaint was not upheld.

Remedial action required

28. N/A

Date complaint received: 07/04/2025
Date complaint concluded by IPSO: 21/08/2025

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 D

00779-25 Poile v swindonadvertiser.co.uk & 01944-25 Poile v wiltshiretimes.co.uk

Summary of Complaint

1. Rob Poile complained to the Independent Press Standards Organisation that swindonadvertiser.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Former policeman with criminal record barred after lies", published on 26 February 2025.

2. The article – which appeared online only - opened by reporting that the complainant "has been found guilty of gross misconduct after withholding information about his criminal history on a vetting form."

3. It then reported: "The hearing heard how in December 2022, Poile's application to work at Avon and Somerset Police was rejected due to his criminal record." Following this, the article reported:
"He then told Wiltshire Police in May 2023 that he had never been refused vetting clearance, and failed to mention his extensive criminal record.
Giving examples of Poile's past run-ins with the law, investigator [a named individual] said: 'He declared on the vetting form that he had a 12-month band [sic] over for a drunk and disorderly offence when he was serving in the military in 1998, and two speeding tickets around 2005, but that was it.
'There was no mention of any other offences.
'He has previously been arrested for causing public fear, alarm or distress at a pub. When police arrived he was outside the pub and repeatedly used foul language.
'In 1997 he failed to stop after a road traffic incident, and he was later also a suspect for theft when a rubber mat was taken from McDonald's.
'In January 2000, three people were stopped with plastic BB guns which looked realistic. All of them were members of the armed forces and he was one of them.
'Allegations have been made against him regarding racial comments to staff at a restaurant in Carterton.

'In 2004, he was the suspect in a Gross Bodily Harm (GBH) case. However, no other information is known and there's nothing held on our system."

4. On 27 February – the day after the article's publication – the complainant complained to the newspaper. He said that the article inaccurately reported he had a "criminal record". He said he did not have a criminal record, and that the alleged criminal incidents referenced in the misconduct hearing all resulted in no further action being taken against him.

5. He also said that the article was inaccurate because the term "policeman" was outdated, and made assumptions about an individual's gender.

6. In response, on the same day, the publication amended the article. The headline was amended to read: "Former policeman barred after lies on vetting form". The article was also amended, and the article's two references to the complainant's "criminal record" replaced with "previous run-ins with the law" and "connection to criminal cases", respectively.

7. In response, the complainant said that the article was still inaccurate: it referred to "gross bodily harm", an offence he said did not exist, and he believed this suggested he had committed a form of sexual offence.

8. On the same day, the complainant complained to IPSO on the above points. Expanding on his initial complaint to the publication, he said that he had a number of "non-convictions" which had been discontinued as "no further action", owing to a lack of evidence, and given the offences had not occurred. The only offence he accepted he had committed was in relation to a "drunk and disorderly" incident. He said this incident resulted in him being bound over to keep the peace, which was not the same as a conviction, as the decision was made without any verdict being entered. He accepted that he had failed the vetting process, as reported in the article, but said this was not because he had a "criminal record". For the same reasons, he also complained about the article's reference to his "criminal history".

9. In relation to the GBH incident mentioned in the article, the complainant stated that this was an "administrative error on the

Police's part and simply [did] not exist in their records". He said that no such incident had occurred.

10. The publication did not accept a breach of the Editors' Code. It said it did not consider the term "criminal record" inaccurate or misleading in the context of the article: it said the complaint had a "history of criminal behaviour", given he had been arrested for numerous incidents, and this had been the key point of his misconduct hearing. It also considered that the article explained, in detail, the specific actions which the complainant was alleged to have committed. In any event, it noted that it had already amended both the headline and the text of the article.

11. The publication did not accept it was inaccurate to use the term "policeman". It said that, while this may not be the official vocabulary used by the police, it was commonly used to refer to male police officers, and would not mislead a reader.

12. Finally, while it accepted that the term "gross bodily harm" was not an official offence, it said it believed this was heard in court; its reporter's notes from the complainant's hearing only referred to the abbreviation "GBH". In any event, it said the article had included the correct abbreviation for the offence, and did not convey an inaccurate picture to the reader.

13. The complainant noted that the official report into this hearing – which was considered by IPSO as part of its investigation – made no reference to a criminal record.

14. Having had sight of the report, the publication noted that, under the heading "Allegation 2", the report stated: "Since 2007 former PC 2668 Poile has failed to disclose to Wiltshire and other Forces on various applications, his involvement in significant crimes and incidents."

Relevant Clause Provisions

Clause 1 (Accuracy)
i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where

appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

15. The original version of the article – on three occasions, including in the headline – referred to the complainant as having a "criminal record". He had disputed this, and stated that he had never been convicted of a criminal offence. He had also disputed the accuracy of the term "criminal history", for the same reasons.

16. The Committee began with the reference to "criminal record". It noted that the article set out the list of incidents which had been referenced at the complainant's misconduct hearing, and made clear that he had: "been arrested", been a "suspect", been "stopped" by police, and had been the subject of "allegations". The article made clear that the complainant's failure to disclose his alleged involvement in these incidents during the vetting process contributed to his misconduct charge.

17. The Committee took this into account, and balanced this against what it considered the colloquial meaning of "criminal record". In its view, the term "criminal record" would be taken to refer to a formal record of a person's criminal convictions. It considered therefore that the term suggested that the complainant had previously been convicted of a criminal offence, and this would form part of his criminal record.

18. The Committee did not consider that the article substantiated this claim. It reported that the complainant had been involved, or was alleged to have been involved, in a number of incidents; it did not report, however, that he had been convicted of any offence. The publication had also not claimed that this was the case, that this had been heard at his hearing, or was reflected in the report of the hearing. While the report did refer to the complainant's "involvement in significant crimes and incidents", it did not say that he had a criminal record, or had been convicted of any offences.

19. The Committee noted that the article did set out the nature of the complainant's "Poile's past run-ins with the law". However, given

the original article claimed multiple times – and prominently in the headline – that the complainant had a criminal record, the Committee did not consider that this was sufficient to address the overall article's overall misleading impression that the complainant had been convicted of at least one criminal offence, and that this was heard during the misconduct hearing against the complainant.

20. Owing to this, the Committee considered the use of the term "criminal record" to be inaccurate, and its publication represented a lack of due care on the part of the publication: it has published a claim which did not been made during the misconduct hearing. There was a breach of Clause 1 (i).

21. For the same reasons, the Committee also considered that the use of the term "criminal history" represented inaccurate information. As with "criminal record", the Committee considered that "criminal history" suggested the complainant had been convicted of criminal offences. However, it had not been said, during the misconduct hearing, that he had been found guilty of any criminal offence. Therefore, the Committee did not consider there a sufficient basis for the term. As such, this again represented a lack of care on the publication's part. There was a further breach of Clause 1 (i) on this point.

22. The claim that the complainant had a "criminal record" and a "criminal history" was a serious allegation, which could have significant implications on the complainant's reputation. The former reference also appeared in the article's headline, increasing its prominence and visibility for a reader. The Committee further noted that newspapers often act as important and visible records of criminal and professional misconduct cases, serving the principle of open justice by accurately reporting the substance of what is heard during such hearings. It is therefore important that such hearings are reported accurately. Taking these factors into account, the Committee found that the article was significantly inaccurate and therefore required correction, as per the terms of Clause 1 (ii).

23. On receipt of the complaint, the publication amended both the headline and the text of the article to remove the inaccurate references to the complainant having a "criminal record". The Committee welcomed that it had taken prompt action – however, it was clear that simply removing the inaccurate information did not constitute a correction. In the case of significantly inaccurate information, a correction must be published. The correction must

both identify the inaccurate information – acknowledging that an error occurred - and put on record the correct position. Given the publication had not published a correction there was a breach of Clause 1 (ii).

24. The Committee then turned to the remaining alleged inaccuracies.

25. The complainant had also said that the article was inaccurate to refer to "gross bodily harm". The Committee noted, firstly, that the term appeared in quote marks in the article, attributed to the investigator involved in the trial. The publication had said that this term had been heard aloud in the complainant's hearing, and this had not been disputed by the complainant.

26. In any event, the Committee noted that newspapers are not responsible for the accuracy of what is heard by a court, or indeed a disciplinary hearing – rather, they are responsible for accurately reporting what is heard in such a hearing. Where it did not appear to be in dispute that the term "gross bodily harm" had been heard during proceedings, the Committee did not consider the publication's reporting constituted a lack of due care. Equally, it noted that the article went on to refer to the abbreviation of GBH – given this abbreviation is commonly used to refer to the offence of grievous bodily harm, the Committee considered it was clear which offence was being referenced, and the article was not significantly inaccurate or misleading on this point. There was no breach of Clause 1 on this point.

27. Finally, the Committee considered the complainant's concern regarding the use of "policeman" in the article. The complainant did not appear to have contended that the term was an inaccurate or misleading description of him personally, rather that it was a term no longer widely used. It noted this, however, the Committee considered the term "policeman" was an accurate descriptor in this case: the complainant was at one time a police officer, and – although the term may not be used by police forces – it was not an inaccurate descriptor of the complainant's previous role. The term was not inaccurate or misleading, and there was no breach of Clause 1 on this point.

Conclusions

28. The complaint was partly upheld under Clause 1 (i) and Clause 1 (ii).

Remedial action required

29. Having upheld the complaint, 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 nature, extent and placement of which is determined by IPSO.

30. The article originally reported that the complainant had a criminal record and a criminal history. This was significantly inaccurate, as it gave the impression that the complainant had been convicted of a criminal offence, which had not been heard at his misconduct hearing. At the same time, the Committee noted that it was not in dispute that the complainant had been alleged to be involved in a number of criminal incidents, although he had not been convicted in relation to these allegations. The Committee also noted that the publication had taken prompt action to amend the article, and that the reference to the complainant's criminal record was only online for a day – albeit the reference to the complainant's "criminal history" had not been removed from the article.

31. Therefore, on balance, the Committee considered that a correction was the appropriate remedy. The correction should acknowledge that the article had inaccurately reported that the complainant had a "criminal record" and a "criminal history". It should also put the correct position on record: it was not heard at his misconduct hearing that the complainant had been found guilty of any criminal offence.

32. The Committee then considered the placement of this correction. As the inaccurate information appeared in the headline to the article, which therefore gave it greater visibility and prominence, the correction should appear as a standalone correction, and a link should be published on the homepage for 24 hours before being archived in the usual way.

33. The publication had removed the references to "criminal record" – the reference to "criminal history", however, still remained in the article. Given this, if the publication intends to continue to publish

the online article without amendment, a correction should be added to the article and published beneath the headline. If the article is further amended, this correction should be published as a footnote.

34. The wording should be agreed with IPSO in advance and should make clear that it has been published following an upheld ruling by the Independent Press Standards Organisation.

Date complaint received: 27/02/2025
Date complaint concluded by IPSO: 14/08/2025

01944-25 Poile v wiltshiretimes.co.uk

Summary of Complaint

1. Rob Poile complained to the Independent Press Standards Organisation that wiltshiretimes.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Former policeman with criminal record barred after lies", published on 26 February 2025.

2. The article – which appeared online only - opened by reporting that the complainant "has been found guilty of gross misconduct after withholding information about his criminal history on a vetting form."

3. It then reported: "The hearing heard how in December 2022, Poile's application to work at Avon and Somerset Police was rejected due to his criminal record." Following this, the article reported:
"He then told Wiltshire Police in May 2023 that he had never been refused vetting clearance, and failed to mention his extensive criminal record.
Giving examples of Poile's past run-ins with the law, investigator [a named individual] said: 'He declared on the vetting form that he had a 12-month band [sic] over for a drunk and disorderly offence when he was serving in the military in 1998, and two speeding tickets around 2005, but that was it.
'There was no mention of any other offences.
'He has previously been arrested for causing public fear, alarm or distress at a pub. When police arrived he was outside the pub and repeatedly used foul language.

'In 1997 he failed to stop after a road traffic incident, and he was later also a suspect for theft when a rubber mat was taken from McDonald's.
'In January 2000, three people were stopped with plastic BB guns which looked realistic. All of them were members of the armed forces and he was one of them.
'Allegations have been made against him regarding racial comments to staff at a restaurant in Carterton.
'In 2004, he was the suspect in a Gross Bodily Harm (GBH) case. However, no other information is known and there's nothing held on our system."

4. On 27 February – the day after the article's publication – the complainant complained to the newspaper's sister publication, which had run an identical article on the same day. He said that the article inaccurately reported he had a "criminal record". He said he did not have a criminal record, and that the alleged criminal incidents referenced in the misconduct hearing all resulted in no further action being taken against him.

5. He also said that the article was inaccurate because the term "policeman" was outdated, and made assumptions about an individual's gender.

6. In response, on the same day, the publication amended both articles – it later noted to IPSO that, owing to its content publishing system, updating one article updated both. The headline was amended to read: "Former policeman barred after lies on vetting form". The article was also amended, and the article's two references to the complainant's "criminal record" replaced with "previous run-ins with the law" and "connection to criminal cases", respectively.

7. In response, the complainant said that the article was still inaccurate: it referred to "gross bodily harm", an offence he said did not exist, and he believed this suggested he had committed a form of sexual offence.

8. The complainant complained to IPSO on the above points. Expanding on his initial complaint to the publication, he said that he had a number of "non-convictions" which had been discontinued as "no further action", owing to a lack of evidence, and given the offences had not occurred. The only offence he accepted he had committed was in relation to a "drunk and disorderly" incident. He

said this incident resulted in him being bound over to keep the peace, which was not the same as a conviction, as the decision was made without any verdict being entered. He accepted that he had failed the vetting process, as reported in the article, but said that this was not because he had a "criminal record". For the same reasons, he also complained about the article's reference to his "criminal history".

9. In relation to the GBH incident mentioned in the article, the complainant stated that this was an "administrative error on the Police's part and simply [did] not exist in their records". He said that no such incident had occurred.

10. During the course of IPSO's investigation into the article from the newspaper's sister publication, the complainant formally extended his complaint to cover both articles, from both publications.

11. The publication did not accept a breach of the Editors' Code. It said it did not consider the term "criminal record" inaccurate or misleading in the context of the article: it said the complaint had a "history of criminal behaviour", given he had been arrested for numerous incidents, and this had been the key point of his misconduct hearing. It also considered that the article explained, in detail, the specific actions which the complainant was alleged to have committed. In any event, it noted that it had already amended both the headline and the text of the article.

12. The publication did not accept it was inaccurate to use the term "policeman". It said that, while this may not be the official vocabulary used by the police, it was commonly used to refer to male police officers, and would not mislead a reader.
13. Finally, while it accepted that the term "gross bodily harm" was not an official offence, it said it believed this was heard in court; its reporter's notes from the complainant's hearing only referred to the abbreviation "GBH". In any event, it said the article had included the correct abbreviation for the offence, and did not convey an inaccurate picture to the reader.

14. The complainant noted that the official report into this hearing – which was considered by IPSO as part of its investigation – made no reference to a criminal record.

15. Having had sight of the report, the publication noted that, under the heading "Allegation 2", the report stated: "Since 2007 former PC 2668 Poile has failed to disclose to Wiltshire and other Forces on various applications, his involvement in significant crimes and incidents."

Relevant Clause Provisions

Clause 1 (Accuracy)
i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

16. The original version of the article – on three occasions, including in the headline – referred to the complainant as having a "criminal record". He had disputed this, and stated that he had never been convicted of a criminal offence. He has also disputed the accuracy of the term "criminal history", for the same reasons.

17. The Committee began with the reference to "criminal record". It noted that the article set out the list of incidents which had been referenced at the complainant's misconduct hearing, and made clear that he had: "been arrested", been a "suspect", been "stopped" by police, and had been the subject of "allegations". The article made clear that the complainant's failure to disclose his alleged involvement in these incidents during the vetting process contributed to his misconduct charge.

18. The Committee took this into account, and balanced this against what it considered the colloquial meaning of "criminal record". In its view, the term "criminal record" would be taken to refer to a formal record of a person's criminal convictions. It considered therefore that the term suggested that the complainant had previously been

convicted of a criminal offence, and this would form part of his criminal record.

19. The Committee did not consider that the article substantiated this claim. It reported that the complainant had been involved, or was alleged to have been involved, in a number of incidents; it did not report, however, that he had been convicted of any offence. The publication had also not claimed that this was the case, that this had been heard at his hearing, or was reflected in the report of the hearing. While the report did refer to the complainant's "involvement in significant crimes and incidents", it did not say that he had a criminal record, or had been convicted of any offences.

20. The Committee noted that the article did set out the nature of the complainant's "Poile's past run-ins with the law". However, given the original article claimed multiple times – and prominently in the headline – that the complainant had a criminal record, the Committee did not consider that this was sufficient to address the overall article's overall misleading impression that the complainant had been convicted of at least one criminal offence, and that this was heard during the misconduct hearing against the complainant.

21. Owing to this, the Committee considered the use of the term "criminal record" to be inaccurate, and its publication represented a lack of due care on the part of the publication: it has published a claim which did not been made during the misconduct hearing. There was a breach of Clause 1 (i).

22. For the same reasons, the Committee also considered that the use of the term "criminal history" represented inaccurate information. As with "criminal record", the Committee considered that "criminal history" suggested the complainant had been convicted of criminal offences. However, it had not been said, during the misconduct hearing, that he had been found guilty of any criminal offence. Therefore, the Committee did not consider there a sufficient basis for the term. As such, this again represented a lack of care on the publication's part. There was a further breach of Clause 1 (i) on this point.

23. The claim that the complainant had a "criminal record" and a "criminal history" was a serious allegation, which could have significant implications on the complainant's reputation. The former reference also appeared in the article's headline, increasing its prominence and visibility for a reader. The Committee further noted

that newspapers often act as important and visible records of criminal and professional misconduct cases, serving the principle of open justice by accurately reporting the substance of what is heard during such hearings. It is therefore important that such hearings are reported accurately. Taking these factors into account, the Committee found that the article was significantly inaccurate and therefore required correction, as per the terms of Clause 1 (ii).

24. On receipt of the complaint to its sister publication, the newspaper amended both the headline and the text of the article under complaint to remove the inaccurate references to the complainant having a "criminal record". The Committee welcomed that it had taken prompt action – however, it was clear that simply removing the inaccurate information did not constitute a correction. In the case of significantly inaccurate information, a correction must be published. The correction must both identify the inaccurate information – acknowledging that an error occurred - and put on record the correct position. Given the publication had not published a correction, there was a breach of Clause 1 (ii).

25. The Committee then turned to the remaining alleged inaccuracies.

26. The complainant had also said that the article was inaccurate to refer to "gross bodily harm". The Committee noted, firstly, that the term appeared in quote marks in the article, attributed to the investigator involved in the trial. The publication had said that this term had been heard aloud in the complainant's hearing, and this had not been disputed by the complainant.

27. In any event, the Committee noted that newspapers are not responsible for the accuracy of what is heard by a court, or indeed a disciplinary hearing – rather, they are responsible for accurately reporting what is heard in such a hearing. Where it did not appear to be in dispute that the term "gross bodily harm" had been heard during proceedings, the Committee did not consider the publication's reporting constituted a lack of due care. Equally, it noted that the article went on to refer to the abbreviation of GBH – given this abbreviation is commonly used to refer to the offence of grievous bodily harm, the Committee considered it was clear which offence was being referenced, and the article was not significantly inaccurate or misleading on this point. There was no breach of Clause 1 on this point.

28. Finally, the Committee considered the complainant's concern regarding the use of "policeman" in the article. The complainant did not appear to have contended that the term was an inaccurate or misleading description of him personally, rather that it was a term no longer widely used. It noted this, however, the Committee considered the term "policeman" was an accurate descriptor in this case: the complainant was at one time a police officer, and – although the term may not be used by police forces – it was not an inaccurate descriptor of the complainant's previous role. The term was not inaccurate or misleading, and there was no breach of Clause 1 on this point.

Conclusions

29. The complaint was partly upheld under Clause 1 (i) and Clause 1 (ii).

Remedial action required

30. Having upheld the complaint, 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 nature, extent and placement of which is determined by IPSO.

31. The article originally reported that the complainant had a criminal record and a criminal history. This was significantly inaccurate, as it gave the impression that the complainant had been convicted of a criminal offence, which had not been heard at his misconduct hearing. At the same time, the Committee noted that it was not in dispute that the complainant had been alleged to be involved in a number of criminal incidents, although he had not been convicted in relation to these allegations. The Committee also noted that the publication had taken prompt action to amend the article, and that the reference to the complainant's "criminal record" was only online for a day – albeit the reference to the complainant's "criminal history" had not been removed from the article.

32. Therefore, on balance, the Committee considered that a correction was the appropriate remedy. The correction should acknowledge that the article had inaccurately reported that the complainant had a "criminal record" and a "criminal history". It should also put the correct position on record: it was not heard at

his misconduct hearing that the complainant had been found guilty of any criminal offence.

33. The Committee then considered the placement of this correction. As the inaccurate information appeared in the headline to the article, which therefore gave it greater visibility and prominence, the correction should appear as a standalone correction, and a link should be published on the homepage for 24 hours before being archived in the usual way.

34. The publication had removed the references to “criminal record” – the reference to “criminal history”, however, still remained in the article. Given this, if the publication intends to continue to publish the online article without amendment, a correction should be added to the article and published beneath the headline. If the article is further amended, this correction should be published as a footnote.

35. The wording should be agreed with IPSO in advance and should make clear that it has been published following an upheld ruling by the Independent Press Standards Organisation.

Date complaint received: 09/05/2025
Date complaint concluded by IPSO: 14/08/2025

APPENDIX E

00510-25 Williams-Key v express.co.uk

Summary of Complaint

1. Alan Williams-Key complained to the Independent Press Standards Organisation that express.co.uk breached Clause 1 (Accuracy) of the Editors' Code of Practice in an article headlined "Rachel Reeves plot to 'fleece' savers by killing off Cash Isas triggers fury", published on 8 February 2025.

2. The article – which appeared online only – was an opinion piece. The article said: "City fund managers want Labour to take a knife to the nation's Cash ISAs." In addition to this, the article reported that, "[i]n a meeting with Reeves, [City fund managers] argued that if some of the £300 billion sitting in Cash ISAs was diverted into Stocks and Shares ISAs, it would give UK PLC a real boost." It then said "[a]larmingly, Reeves seems receptive" to this idea, and "[s]he's desperate to revive the economy after giving it the kiss of death. Pushing savers to invest their hard-earned money in UK businesses might help. She's not the only Labour Minister who's keen. City Minister Emma Reynolds has complained that 'hundreds of billions of pounds are sitting in Cash ISAs rather than being funnelled into the stock market.'"

3. It then said:
"It feels like a concerted attack. Especially with Reeves looking to divert our pension surpluses into UK shares too.
Our ISAs are under assault. Reeves has already frozen the annual allowance until 2030. Labour's new Pensions Minister Torsten Bell has called for total ISA contributions to be capped at £100,000. More attacks seem inevitable as Reeves scrambles to balance the books. Ironically, ISAs were originally a Labour idea. Former Chancellor Gordon Brown launched them in 1999. Unlike most of his policies, this one remains popular. More than 12 million take out ISAs yearly. Roughly half of pensioners have one.ISA savings are tax-free for life. This costs the Treasury billions in lost tax revenues. With the nation's finances in dire straits, they want their hands on it."

4. The article closed by saying: “Labour attacks clearly aren't going to stop. ISAs will be whittled away, little by little.”

5. The complainant said that the article was headline was not supported by the text of the article, and was inaccurate, in breach of Clause 1. He acknowledged that the article was an opinion piece, but did not consider the text of the article supported the headline claim that Rachel Reeves was involved in a “plot” – he said there was “nothing in the article to even hint at cash ISAs being killed off”. The complainant also said that there was evidence to support the article’s claim that Ms Reeves ”appeared receptive” when the idea was put to her.

6. The publication – which was made aware of the complainant’s concerns on 11 March 2025 - did not accept the headline claim was inaccurate or unsupported by the text of the article. It told the complainant that the “plot” referenced in the headline was regarding the “killing off” of Cash ISAs. It said that the use of the phrase “plot” was an expression of the author’s opinion that Ms Reeves wanted to “kill off” Cash ISAs - which it said he was entitled to express. The publication said that, when preparing the article, the author was mindful of steps already taken by Ms Reeves which he felt supported his view that there was a “plot”, namely that she had already frozen the ISA annual allowance until 2030. The publication also noted that, in 2016, Ms Reeves had written an article for another publication, in which she had said there should be a lifetime Cash ISA cap of £500,000 – the publication considered this was an openly expressed view geared towards limiting cash ISAs. The publication also referenced other individuals in the Labour party who it said had called for changes to Cash ISAs.

7. In relation to the claim that Ms Reeves seemed “receptive” to the idea of diverting funds from Cash ISAs to Stocks and Shares ISAs, the publication said it had relied on an article published by another publication when making this claim. It said this reported that a person in attendance at the meeting with the Chancellor had said that she did not reject the idea of diverting funds from Cash ISAs to Stocks and Shares ISAs when it had been presented to her. The publication also said that the meaning of the word “receptive” was to be open to new suggestions or ideas – in light of this, it did not consider this was an inaccurate characterisation of Ms Reeves’ views.

8. The complainant did not consider that the fact that the annual ISA allowance had been frozen until 2030 was sufficient to support the view that she wanted to kill off Cash ISAs entirely. He acknowledged that MPs in the Labour Party had lobbied a reduction in the ISA allowance, but said that they had not lobbied to "kill off" cash ISAs.

9. The complainant acknowledged that an article from another publication claimed the Chancellor had not rejected the idea of diverting funds from Cash ISAs to Stocks and Shares ISAs when presented to her. However, the complainant noted that the other article also reported that "[p]eople close to the discussions said Reeves would be reluctant to change a popular form of savings, but the idea has not been ruled out". The complainant said this showed that Ms Reeves was reluctant to change the Cash ISA scheme. The complainant maintained that this undermined the headline claim under complaint; the complainant did not consider that not ruling out an idea could be characterised as a "plot".

10. In response, the publication argued that the article did not state as fact that Ms Reeves was "receptive" to "killing off cash ISAs". However, in light of the complainant's concerns, it amended the article to read as follows:
"Alarmingly, Reeves seems receptive. She reportedly did not dismiss the City firms' idea. She's desperate to revive the economy after giving it the kiss of death. Pushing savers to invest their hard earned money in UK businesses might help".

11. In addition to this, it published a correction, as a footnote to the article, on 3 April:
"We also previously stated that Rachel Reeves 'seemed receptive' to the idea of diverting potential savings from Cash ISAs to Stocks and Shares ISAs. We are happy to clarify that attendees at the meeting with the Chancellor claimed she had not dismissed the idea when presented with it. The article has been amended to include this detail".

12. It also offered to amend the headline, as a gesture of goodwill, to state: "Rachel Reeves failure to rule out killing off Cash Isas triggers fury."

13. The complainant said that this would not resolve his concerns, as he wished for a correction to be published on the publication's homepage.

Relevant Clause Provisions

Clause 1 (Accuracy)
i) The Press must take care not to publish inaccurate, misleading or distorted information or images, including headlines not supported by the text.
ii) A significant inaccuracy, misleading statement or distortion must be corrected, promptly and with due prominence, and — where appropriate — an apology published. In cases involving IPSO, due prominence should be as required by the regulator.
iii) A fair opportunity to reply to significant inaccuracies should be given, when reasonably called for.
iv) The Press, while free to editorialise and campaign, must distinguish clearly between comment, conjecture and fact.

Findings of the Committee

14. The Committee first considered whether the headline was inaccurate. It was mindful of the context of the article – a clearly distinguished comment piece - and acknowledged it was the publication's position that the claim within the headline was the opinion of the article's author, who held a negative view of the idea of diverting funds from Cash ISAs to Stocks and Shares ISAs and capping lifetime ISA contributions at £500,000.

15. The Committee acknowledged that the article did not reference a specific occasion in which Ms Reeves had expressed the view that Cash ISAs should be 'killed off'. However, the Committee noted that the phrase "plot" held no one singular meaning, and the article set out its basis for characterising Ms Reeve's actions and views in this way: it was the author's view that Ms Reeve's alleged receptiveness to the proposal put to her by bankers, along with statements from other Labour minister questioning the efficacy of Cash ISAs and the freezing of annual allowances until 2030, "feels like a concerted attack".

16. The complainant had said that the measures referenced in the article – such as freezing allowances, or capping ISA contributions, did not amount to "killing off" Cash ISAs – and therefore, there could not be any plot to do so. However, the Committee noted that the article, in its closing, set out the author's conjecture that "ISAs will be whittled away, little by little". This followed the author's view that "our ISAs are under assault". The Committee therefore considered that, when read as a whole, the article made clear it was the author's

view that the actions described in the article, and which were either already in place or were being considered, would amount to “killing off” Cash ISAs. Making such accounts less attractive would, in the author’s view, “whittle” them away “little by little”, effectively killing them off.
In such circumstances, the text of the article supported the headline claim and there was no breach of Clause 1.

17. The Committee turned next to whether the article inaccurately reported that Ms Reeves s “seems receptive” to “killing off Cash ISAs” in the form of diverting money from Cash ISAs into Stocks and Shares ISAs. In this case, however, the Committee considered the claim was clearly characterised as the author’s opinion of how open Ms Reeves was to changing the current system, given the article said she “seem[ed] receptive” – it did not report, as fact, that she was receptive. Rather, it was made clear that this was the columnist’s perception of Ms Reeve’s response when the proposal was put to her. This was clearly distinguished as the columnist’s view, and there was no breach of Clause 1 on this point.
Conclusions

18. The complaint not upheld.

Remedial action required

19. N/A

Date complaint received: 09/02/2025
Date complaint concluded by IPSO: 13/08/2025

APPENDIX F

Paper no.	File number	Name v publication
3352	06628-24	Moore v Daily Mail
3340	06168-24	Tiddlywinks Nursery School v manchestereveningnews.co.uk
3366	00577-25	Gunn v Telegraph.co.uk
3367	00580-25	Gunn v Times.co.uk
3288	05884-24	Tan v Mail Online
3373	00187-25	Feldman v The Times
3378	00390-25	Oliver v The Times
3381	00449-25	Gunn v Mail Online
3383	00998-25	Moosun v thejc.com
3365	00197-25	Williams-Key v express.co.uk
3393	00254-25	Booth v Daily Mail