



Neutral Citation Number: [2023] EWHC 6 (KB)

Case No: QB-2021-000573

**IN THE HIGH COURT OF JUSTICE**  
**KING'S BENCH DIVISION**  
**MEDIA AND COMMUNICATIONS LIST**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 24/01/2023

**Before :**

**THE HONOURABLE MRS JUSTICE TIPPLES DBE**

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**Between :**

**BW Legal Services Limited**

**Claimant**

**- and -**

**Trustpilot A/S**

**Defendant**

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**Desmond Browne CBE KC & Ben Gallop** (instructed by **BW Legal Services Ltd**) for the **Claimant**  
**Anthony Hudson KC & Tim James-Matthews** (instructed by **Trustpilot Legal**) for the **Defendant**

Hearing dates: 16<sup>th</sup> & 17<sup>th</sup> May 2022

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## **Approved Judgment**

This judgment was handed down remotely at 10.00am on Tuesday 24 January 2023 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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**The Honourable Mrs Justice Tipples DBE:**

**INTRODUCTION**

1. This is a libel action in relation to twenty reviews about the Claimant published by the Defendant on its website [www.uk.trustpilot.com](http://www.uk.trustpilot.com) (“**the Trustpilot Website**”) between 21 February 2020 and 21 January 2021. I shall refer to the Claimant in this judgment as “the Claimant” or “BW Legal”.
2. The Claimant describes itself as a specialist debt recovery law firm regulated by the Solicitors Regulation Authority and the Financial Conduct Authority. It says that it provides debt recovery services in sectors including financial services, private parking, energy and “general business to business and business to customer commercial debt recovery”.
3. The Defendant is a Danish company which owns and operates the Trustpilot Website, which provides a facility for users to post “reviews” of businesses which are then published by the Defendant.
4. The amended claim form is dated 23 September 2021 and the Claimant seeks damages, an injunction and an order under section 12 of the Defamation Act 2013. The Claimant maintains that the reviews make serious defamatory allegations against it, which include allegations of fraud and harassment.
5. On 18 February 2022 Nicklin J made an order for the trial of the following preliminary issues, namely:
  - a. the natural and ordinary meaning of each of the Reviews 1-20 identified in the Amended Particulars of Claim (“**statements complained of**”); and
  - b. in respect of the statements complained of: (i) whether the meaning found is defamatory at common law; (ii) whether it made a statement of fact or was or included an expression of opinion; and (iii) insofar as it contained an expression of opinion, whether, in general or specific terms, the basis of the opinion was indicated.
6. On 4 March 2022 the Defendant served notice of its case on meaning.
7. The trial of the preliminary issues took place on 16 and 17 May 2022.
8. This judgment concerns that trial and only relates to the meaning of the reviews. The Defendant has not yet been required to file a defence and so no substantive defences have been raised. The court is not, at this stage, adjudicating on any issue concerning any of the reviews, other than meaning. Specifically, the court is not determining whether allegations made in the reviews about the Claimant (or anyone else) are true.
9. I read the reviews in advance of the hearing. I did so knowing the identity of the parties to the claim, but I did not know anything else about the claim. I therefore knew that the Claimant was complaining, but I did not know what it was complaining about. Further, I read the reviews without any reference to the parties’ rival contentions or submissions on

meaning. This was to capture my initial reaction as a reader and which is, of course, the accepted general practice in a trial of this nature.

10. The Claimant was represented by Mr Desmond Browne KC and Mr Ben Gallop. The Defendant was represented by Mr Anthony Hudson KC and Mr Tim James-Matthews.

### **THE TRUSTPILOT WEBSITE**

11. The Defendant invited the Court to read the reviews as they appeared on the ‘live’ profile of the Claimant’s website and, at the date of the hearing, the reviews appeared between pages 13 to 17 of the reviews posted to the Claimant’s profile.
12. The Defendant also provided a detailed description of the Trustpilot Website in its skeleton argument, and there is no real issue between the parties in relation to this description. The Trustpilot Website is an online platform for consumer reviews. It is an open platform, and available for anyone to read and write reviews, reflecting their individual experience of the Claimant. No payment is required to do so. It is common ground that the reviews are based on people’s own experience of the Claimant: what has happened to them, and what they know about the Claimant.
13. The Trustpilot Website enables consumers to rate online businesses (between one star and five stars), and to provide comment upon their experience of a business. Each business on the Trustpilot Website is allocated a “TrustScore”, being an aggregate of all of the reviews published on that business’ Trustpilot profile page. An individual wishing to read the reviews of a particular business does so via the Trustpilot “profile” for that business. The Defendant says that the 20 reviews reflect only a fraction of the reviews published in respect of the Claimant’s profile on the Trustpilot Website.
14. The Defendant maintains that the key features of a business profile may be broken down into three sections (from the top to the bottom of the page). First, the top of the profile page comprises basic details about the business, being: (a) the business name; (b) a hyperlink to the business’ website; (c) the total number of reviews posted to the Trustpilot Website in respect of that business; and (d) the business’ TrustScore.
15. Second, the profile includes a graphical representation of the reviews of the business, showing the percentage of reviews for each of the five star ratings. The star ratings are given adjectival descriptors: (a) Bad; (b) Poor; (c) Average; (d) Great; and (e) Excellent. Third, the reviews of the business are presented in reverse chronological order:
- a. For each review, the information provided includes: (i) the username and profile photo (if applicable) of the reviewer; (ii) the number of reviews which that reviewer has posted to the Trustpilot Website; (iii) the reviewer’s location; (iv) the star rating given by that reviewer; (v) the date the review was posted; (vi) a headline for the review; and (v) the text of the review itself. That information is all supplied by the reviewer.
  - b. There are also three buttons which appear below each review, being: (i) ‘Useful’ (equivalent to a ‘Like’ button on Facebook or Twitter); (ii) Share; and (iii) A flag icon, allowing users to ‘flag’ a concern with the review.

- c. Only 20 reviews are displayed on any one page. Therefore, there is a function to click through multiple ‘pages’ of the reviews posted for that business (at the foot of each page).
16. The Claimant maintains that, overall, the Defendant is presenting information to users on the Trustpilot Website as a trusted source of information in relation to those companies or organisations that it profiles and that is endorsed by the use of the word “Trust” in the Defendant’s name.

### **RELEVANT LEGAL PRINCIPLES & THE PARTIES’ SUBMISSIONS**

17. The relevant legal principles were, in large part, not in dispute. However, the following points arising out of them were in issue, namely:
- a. the identification of the admissible context in determining the natural and ordinary meaning of each of the statements complained of on the Trustpilot Website;
  - b. how an online review on the Trustpilot Website would be interpreted by a user of the internet, keeping in mind the way such an online review is made or read;
  - c. the relevance (if any) of the one star rating in each review immediately before the statements complained of; and
  - d. whether the number of statements complained of are capable of being defamatory of the Claimant at common law.

#### *The determination of meaning*

18. The court’s task is to determine the single natural and ordinary meaning of the words complained of in each review, and whether that meaning is factual or opinion. The essential question is how the words would strike the hypothetical reasonable reader. There is no dispute between the parties that the relevant principles are well established and are summarised in *Koutsogiannis v The Random House Group Limited* [2020] 4 WLR 24, Nicklin J at [11]-[17], as approved by the Court of Appeal in *Millett v Corbyn* [2021] EMLR 19.
19. There was also no dispute between the parties that the hypothetical reasonable reader is likely to be a person with some interest in the Claimant’s business and who has looked for information about the Claimant on the internet. An internet search, for example through Google, will take that person to the Claimant’s profile on the Trustpilot Website. The reasonable reader will be a typical reader of the Trustpilot Website who will appreciate that each review is posted by a separate individual reviewer, based on that individual’s experience of interacting with the Claimant. It is not possible to tell how many reviews a reasonable reader will read on the Trustpilot Website, the order in which they will do so, or whether they will look at the information on the first page (with information about trust scores, rating or percentage of bad reviews).
20. The hypothetical reasonable reader is not naïve but he is not unduly suspicious. He can read between the lines. He can read in an implication more readily than a lawyer and may

indulge in a certain amount of loose thinking but he must be treated as a man who is not avid for scandal and someone who does not, and should not, select one bad meaning where other non-defamatory meanings are available: *Koutsogiannis* at principle (iii). Over-elaborate analysis should be avoided and the court should certainly not take a too literal approach to the task: *Koutsogiannis* at principle (iv).

21. The context in which the statement complained of has been published, together with the mode of publication, are very important when ascertaining meaning: see *Koutsogiannis* at principle (ix). This point which was endorsed by the Supreme Court in *Stocker v Stocker* [2020] EWHC 374, SC (“*Stocker*”), per Lord Kerr at [39] to [46]. Further, no evidence, beyond the publication complained of, is admissible in determining the natural and ordinary meaning: *Koutsogiannis* at principle (x).
22. Recently, in *Riley v Murray* [2020] EMLR 20, 387 (“*Riley*”) Nicklin J referred to the decision of Warby J (as he then was) in *Monroe v Hopkins* [2017] 4 WLR 68 in which Warby J had, at paragraphs [37] to [39] of his judgment, explained the limits of what could be admissible as context (and I do not need to quote those paragraphs of his judgment). Nicklin J drew the following conclusions in *Riley*:

“[16] The underlined passages [in *Monroe v Hopkins* at [37] to [39]] establish that the following material can be taken into account when assessing the natural and ordinary meaning of a publication:

- i) **matters of common knowledge:** facts so well known that, for practical purposes, everybody knows them;
- ii) **matters that are to be treated as part of the publication:** although not set out in the publication itself, material that the ordinary reasonable reader would have read (for example, a second article in a newspaper to which express reference is made in the first or hyperlinks); and
- iii) **matters of directly available context to a publication:** this has a particular application where the statement complained of appears as part of a series of publications – eg postings on social media, which may appear alongside other postings, principally in the context of discussions.

[17] The fundamental principle is that it is impermissible to seek to rely on material, as “context”, which could not reasonably be expected to be known (or read) by all the publishees. To do so is to “erode the rather important and principled distinction between natural and ordinary meanings and innuendos”: *Monroe v Hopkins* [40]. When I considered this principle very recently, I explained that the distinction was between “material that would have been known (or read) by all readers and material that would have been known (or read) by only some of them. The former is legitimately admissible as context in determining the natural and ordinary meaning; the latter is only relevant to an innuendo meaning (if relied upon)” (emphasis in original): *Hijazi v Yaxley-Lennon* [2020] EWHC 934 (QB) [14]. As Warby J noted in *Monroe v Hopkins* [38], the second principle is

influenced by the test for whether two publications are to be read together and treated as a single publication for the purposes of ascertaining meaning.

[18] Applying these principles can raise some fine questions of judgment – for example the extent to which the ordinary reasonable reader is taken to read hyperlinks ... or what constitutes directly available context in a particular mode of publication (e.g. see the discussion about how postings on Twitter appear in *Monroe v Hopkins* [39]). Nevertheless, the underlying principle – as a necessary corollary of the wholly objective assessment of natural and ordinary single meaning – represents one of the most fundamental concepts of the law of defamation.”

23. The Claimant submitted that the admissible evidence on meaning is limited to the text of each review itself and that it is neither necessary nor appropriate to look at the other reviews published by the Defendant by way of context. This is because readers will appreciate that contributors to the website are recounting their own factual experiences and that, if anything, is all that is needed by way of context. Further, this is not an action on a single publication, and the twenty reviews complained of are not treated as a single publication. The Defendant took a different approach and submitted that the reasonable reader is unlikely to read every review posted to the Claimant’s profile. However, the reasonable reader will read more than one review - because they will deliberately seek out multiple examples of individual reviewers’ experiences with the Claimant.
24. The answer to the question as to what is admissible context turns on the nature of the Trustpilot Website. It is an online platform for consumer reviews. It is not a fast moving conversational medium such as Twitter, and the consumer reviews are not posted in the context of discussions between one or more people or in the context of a debate. Rather, a person adds his or her review to the Trustpilot Website setting out their experience of the company in question. Those reviews may be added to the Trustpilot Website days or weeks apart. The Defendant accepts that the Trustpilot Website is unlike, say, Twitter or Facebook, where it can be presumed that most readers review content at, or soon after, the time at which it was posted.
25. The Defendant invites the Court to proceed on the basis that the hypothetical reasonable reader *would have* read a number of reviews around each of the statements complained of – “because they read those reviews either before or after reading the Reviews”. However, the Claimant’s profile changes over time and, depending upon when it is viewed, it appears differently. However, Mr Hudson KC for the Defendant was unable to point to any material which would have been read by all readers, apart from the review itself. He could not identify how many other reviews the hypothetical reasonable reader would have read, or which reviews he or she would have read. This means that, apart from the statement complained of, which other reviews a reasonable reader might have read is simply a matter of speculation.
26. It is not possible to carve the readership of the Trustpilot Website into different groups: those who will have read one review, and those who will have read further: see *Charleston v News Group Newspapers Ltd* [1995] 2 AC 65 at 74B-C, per Lord Nicholls of Birkenhead. There has to be a single standard which, in the context of online publications, has been most recently explained by Nicklin J in *Riley v Murray* at [16] to [20]. The principles are well established and straightforward: extrinsic material is only legitimately admissible as context if it is known to all readers. Therefore, given the nature of the Trustpilot Website,

I agree with the Claimant that the only material which is legitimately admissible as context is the review itself. All other reviews which have been read by only some readers are inadmissible.

27. These reviews were published on a website and, as the judge tasked with deciding how such an online review would be interpreted by a user of the internet, I must keep in mind the way such an online review is made or read: see *Stocker*, per Lord Kerr at [41]; *Riley* at [13].
28. In this case reviews are left by people who either appear to use their actual name or in other cases use a name, initials or pseudonyms. There does not appear to be any requirement on the Trustpilot Website for a person to use their actual name in order to leave a review and, if they do not do so, their identity will not be known to others. That, no doubt, is a disinhibiting factor affecting what people are prepared to say in a review on the Trustpilot Website: see, for example, *Smith v Avden* [2008] EWHC 1797 (QB), Eady J at [15]. Further, the review enables a person to recount his or her own experience, which in these circumstances they are likely to do in a way which is informal, casual and uninhibited and that, in turn, means the reviews may be colloquial or poorly expressed.
29. The Trustpilot Website is not the same as “the more dynamic and interactive world of Twitter, where short bursts of pithily expressed information are the norm”, but nor is it a static online publication. It is not a conversational medium. Nevertheless, it is clear that court must not engage in over-elaborate analysis. Rather, what is required is an approach which is not too literal, which takes into account the whole of the review and the context in which the ordinary reasonable reader would read that review. That approach in relation to an online publication, such as an the Trustpilot Website, will therefore be somewhat more impressionistic than if the statements complained of had appeared in a print publication, such as a newspaper.
30. The Defendant submitted that the natural and ordinary meaning of each statement contended for by the Claimant is far removed from how the ordinary reasonable user of the Trustpilot Website would understand the reviews. In particular, Claimant’s pleaded meanings adopt an “overly lawyerly” analysis of the reviews and, for example, it has pleaded that the reviews would be understood to allege that the Claimant has behaved “fraudulently”, when there is no mention of the word fraud in the review.
31. The Claimant submitted that most of the reviews make a similar allegation, namely that the Claimant has been pursuing a debt which it knows, has been shown, or otherwise ought to know does not exist. A reasonable reader would understand this to be fraudulent and oppressive. In many cases an express allegation of fraud is made, and the Claimant maintains that the contrary is beyond argument. In its pleaded meanings, the Claimant submitted that the approach is not one of lawyerly analysis. Rather, the Claimant has paraphrased the reviews in ordinary language, without reaching for any legal texts or a dictionary. Further, in doing so, the Claimant cannot be faulted for using adjectives to summarise the situations described in the reviews. That, after all, is the correct way to capture an impression and when words such as fraud, harassment or oppressive have been used by the Claimant, the Claimant has done so in a sense which is popular and well understood, and not in a legal or technical sense.

32. The Trustpilot Website is an online platform and the hypothetical reasonable reader will have an interest in the Claimant and will understand that a review has been written by a person who has had his or her own dealings with the Claimant, and is recounting that experience in his or her own words, which may or may not be uninhibited or poorly expressed. Each review is an individual's description of their personal experience of the Claimant, and each review is therefore expressed in different terms. The meanings should be expressed in ordinary language as that is how the review will be understood by the hypothetical reasonable reader. Each of the statements complained of has to be considered in turn in the context of the particular review. Here I agree with the Defendant that the words chosen by the Claimant to paraphrase the conduct complained of does not reflect the natural and ordinary meaning of the statement complained of. This is because, when the Claimant paraphrases the conduct complained of, the Claimant's pithy meanings are too technical and use words, such as oppressively or knowingly or fraudulently, which are not words or terms used in the review itself and are not what the statements complained of would have meant to the hypothetical reasonable reader of the Trustpilot Website. However, in other cases where the reviewers use words such as "scam", "scam company", "fraudsters", "fraud" and "thieving con artists" I agree with the Claimant that the reviews do mean that BW Legal are "fraudsters", act "fraudulently" (see Reviews 2, 9, 13, 17, 18) or are responsible for "fraud" (see Reviews 4, 11, 14, 20).
33. There is a star rating which appears alongside each review and, in respect of each of Reviews 1 to 20, the reviewer has given the Claimant a one-star rating. The Claimant accepts that the reasonable reader will look at this rating, as it is part and parcel of the review on the Trustpilot Website. All the rating does is tell the reasonable reader that the Claimant is a bad company, and that is not the Claimant's complaint. The Defendant maintains that the Claimant has overlooked the one-star rating which appears in respect of each review. In my view, the one star rating tells the hypothetical reasonable reader that the Claimant is a bad company and that forms part of the context in which the review is read. However, that rating does not add anything to what the reviewer then sets out in their review about the Claimant. In these circumstances, I agree with the Claimant that star rating does not add anything, and the statements complained of do not include "BW Legal is a 1-star company" as part of their natural and ordinary meaning.

*Determination of fact or opinion*

34. In respect of the determination of fact/opinion, there is no dispute the principles are well established. In *Koutsogiannis* at [16] Nicklin J summarised the principles drawn from a number of authorities as follows:

"...when determining whether the words complained of contain allegations of fact or opinion, the court will be guided by the following points:

- (i) The statement must be recognisable as comment, as distinct from an imputation of fact.
- (ii) Opinion is something which is or can reasonably be inferred to be a deduction, inference, conclusion, criticism, remark, observation, etc.



- (iii) The ultimate question is how the word would strike the ordinary reasonable reader. The subject matter and context of the words may be an important indicator of whether they are fact or opinion.
- (iv) Some statements which are, by their nature and appearance opinion, are nevertheless treated as statements of fact where, for instance, the opinion implies that a claimant has done something but does not indicate what that something is, ie the statement is a bare comment.
- (v) Whether an allegation that someone has acted “dishonestly” or “criminally” is an allegation of fact or expression of opinion will very much depend upon context. There is no fixed rule that a statement that someone has been dishonest must be treated as an allegation of fact.”

35. The only relevant “context” for determining whether a statement is fact or opinion is that found in the publication itself: *Telnikoff v Mutusevitch* [1992] 2 AC 343 and *Riley v Murrey* at [13] to [18]. That context will be an important indicator of whether a statement is, to the ordinary reasonable reader, an expression of opinion or a statement of fact: *Swan v Associated Newspapers Ltd* [2020] EWHC (QB) 1312, Warby J at [26(6)]. To be recognisable as comment, the author must distinguish clearly between the comment and the facts on which it is based: *Hunt v Star Newspapers Co Ltd* [1908] 2 KB 309, Fletcher-Moulton J at 319.

36. The profile for any company or organisation on the Trustpilot Website is a compendium of reviews, by those who have had dealings with that company, who are using the Trustpilot Website to recount their experiences. The Claimant submitted that those experiences and accounts may be understood to be factual, whatever comment may follow. This is because the reasonable reader will think that he or she is getting an account direct from the person who had the experience and it is inevitable that that account will be treated as factual. The Claimant further submitted that comment, and the facts on which it is based, must be clearly distinguished. In particular, the addition of a comment after a factual account of an experience, does not turn the statement of facts into mere opinion. This is so even where reviewers include ‘opinion words’ in the text of their review. By way of illustration, a factual statement that the Claimant is guilty of an offence of fraud does not become a statement of opinion simply because the author has also called the Claimant “scumbags” or the “worst of the worst”. In such a case, the statement may contain a separate defamatory opinion (or a mere expression of vulgar abuse), but the Claimant is entitled to make its complaint about the separate defamatory allegation of fact.

37. The Defendant submitted that the Trustpilot Website is a “reviewing website”, which collates people’s opinions of their own experiences of companies or organisations. That, the Defendant submitted, is relevant context, together with the way in which the reviews are presented to the reader on the Claimant’s profile, the uninhibited language used in the reviews, and the star rating. When that context is all taken into account the reasonable reader will understand that the reviews are all primarily highly aggrieved people setting out their opinions about the Claimant and its conduct. It is perfectly clear to a reasonable reader that the majority of statements made in the reviews reflect deduction, inference, conclusion, criticism, remark or observation on the part of the author of the review. Indeed, the Defendant says that the ordinary reasonable reader would expect nothing less – they are likely to have sought out the Trustpilot Website specifically because they have sought the

opinions of consumers who had interacted with the Claimant. Further, the reviews contain numerous statements which would be understood as an attempt by the reviewers to evaluate the conduct of the Claimant's business, which reflect a conclusion on the part of the reviewer, which are plainly expressions of opinion. Examples of this include descriptions of the Claimant as an "absolutely shocking company", or as a "vile robo firm of solicitors" or as a "disgusting company run by parasites". The Defendant's pleaded meanings contend that 12 of the 20 Reviews are entirely expressions of opinion (Reviews 2, 4, 6, 9, 11, 12, 13, 14, 15, 17, 18, 19). However, in the course of his oral submissions, Mr Hudson KC for the Defendant did accept that there will be statements which are fact and that he had been "a bit enthusiastic" in his use of underlining in the Defendant's pleaded meaning to identify expressions of opinion.

38. The Trustpilot Website is an open platform on which anyone can write a review of their experience of the Claimant and, in doing so, rate the Claimant's performance. They do so in their own words and the language used, and the tone of that language, will no doubt reflect the quality of that experience. The narrative provided by reviewers in these circumstances is one that the reasonable reader will understand as factual and when the reader sees that the Claimant is described as a "scumbag" or "absolutely shocking" or "run by parasites" the reasonable reader will understand that as the reviewer's opinion of the Claimant, based on the facts relating to their experience of the Claimant recounted by the reviewer.
39. I agree with the submission made by Mr Browne KC for the Claimant that the addition of comment in relation to a reviewer's own experience does not turn that experience into comment/opinion and the expressions of opinion identified in the Defendant's pleaded meanings are too extensive. Nevertheless the statements complained of are, in every case, a statement of fact, which include an expression of opinion, which the Claimant has failed to recognise in its pleading meanings.

*Whether defamatory at common law*

40. The Claimant is a company and there is no dispute that the relevant principles, which are slightly modified in a corporate context, are summarised in *Triplark v Northwood Hall* [2020] EWHC 3934 (QB) by Warby J:

"[11.] The relevant common law test for whether a meaning is defamatory is uncontroversial. The authoritative formulation is that a statement will be defamatory if it is one that "substantially affects in an adverse manner the attitude of other people towards him, or has a tendency so to do": *Lachaux v Independent Print Ltd* [2019] UKSC 27 [2019] 3 WLR 18 [9], approving *Thornton v Telegraph Media Group Ltd* [2010] EWHC 1414 (QB) [2011] 1 WLR 1985 [96] (Tugendhat J). The word "substantially" in the Thornton formulation is an important element of the common law test, incorporating as it does a threshold of seriousness or gravity that serves to exclude trivial allegations. In one respect, however, this formulation can be slightly misleading. At common law, a claimant does not need to prove the actual impact of a statement; the common law looks exclusively to whether the words have a defamatory tendency. As Lord Sumption put it in *Lachaux* at [17]. "... the defamatory character of the statement ... depends only on the meaning of the words and their inherent tendency to damage the claimant's reputation." See

also my judgment at first instance in *Lachaux* [2015] EWHC 2242 (QB) [2015] EMLR 28 [15(5)].

[12] These principles apply, albeit in slightly modified form, in a case like the present where the claim is brought by a company. It has long been established that a company can sue in respect of an imputation which tends to injure its reputation in business or trade. The authoritative statement of this aspect of the law is that of Lord Keith in *Derbyshire County Council v Times Newspapers Ltd* [1993] AC 534, 547, which again focuses on whether the offending statement has a defamatory tendency: "... a trading corporation is entitled to sue in respect of defamatory matters which can be seen as having a tendency to damage it in the way of its business. Examples are those that go to credit such as might deter banks from lending to it, or to the conditions experienced by its employees, which might impede the recruitment of the best qualified workers, or make people reluctant to deal with it." Other examples given in *Gatley* include statements which are "such as to lead ordinary people of ordinary sense to the opinion that it conducts its business in a dishonest, improper or inefficient manner", in respect of which "the law is the same as in the case of an individual" (*Gatley on Libel & Slander* 12th ed para 8.16). These principles are consistent with Article 10 of the Convention: *Jameel v Wall Street Journal Europe SPRL* [2006] UKHL 44 [2007] 1 AC 359.

[13] In view of *Thornton*, an imputation will only be actionable by a corporation if it has a tendency to cause a substantial adverse effect on people's attitudes towards the company."

41. The essential question therefore is whether the tendency of the words complained of is to cause a substantial adverse effect on people's attitudes towards the company.
42. The Defendant maintained that the reviews are not defamatory of the Claimant at common law. Mr Hudson KC submitted that the starting point is that the ordinary reasonable user of the Trustpilot Website will seek out multiple reviews of the Claimant's business, and will seek to form an overall impression of the Claimant, based upon the assimilation of multiple pieces of information. The ordinary reasonable reader will not rush to judgment on the basis of a single review. The Defendant then made a number of points in relation to the Claimant's profile, its aggregate TrustScore (which is Bad), and maintained the reader will read the reviews in reverse chronological order. Further, the ordinary reasonable reader will understand that the substantial majority of the statements in the reviews are, or include, expressions of opinion. In these circumstances, the Defendant submitted that the consequence will be that no one review will have "a substantial adverse effect on people's attitudes towards the company".
43. The Defendant's approach is, in my view, fundamentally flawed. The issue for the court is what each statement complained of means and, amongst other things, whether that meaning is defamatory of the Claimant at common law. The only admissible context is the review itself and the Defendant's argument as to how the ordinary reasonable reader will approach, and read, the Trustpilot Website is unrealistic and based on speculation. I also agree with the point made by Mr Browne KC for the Claimant that the logic of the Defendant's argument is that, if each review is taken separately, and there are 19 other reviews to the same effect, then no single review can ever be defamatory. That consequence is

nonsensical. Accordingly, in determining whether the statement complained of in one review is defamatory of the Claimant at common law, all other reviews on the Trustpilot Website are irrelevant. As is set out below, each of the statements complained of is defamatory of the Claimant at common law. This is because the words complained of would lead ordinary people of ordinary sense to the opinion that the Claimant conducts its business of debt recovery in an improper manner, and will have a substantial adverse effect on people's attitudes towards the Claimant.

### *Basis of the opinion*

44. Section 3(3) of the Defamation Act 2013 requires that, in order for the defence of honest opinion to apply, "the statement complained of [must have] indicated, whether in general or specific terms, the basis of the opinion". The publication need not give sufficient information to enable the reader to determine whether the comment was well-founded, but simply sufficient to alert the reader to the general subject matter of the comment: see, for example, *Yeo v Times Newspapers Ltd* [2015] 1 WLR 971, Warby J at [90]-[91]. A reference to "*the general nature of the underlying issue*" is sufficient: *Godfrey v Institute of Conservation* [2020] EWHC 374 (QB), Saini J at [31].
45. The Defendant submitted that, in respect of each expression of opinion contained within the reviews, the reviewer has indicated, in general or specific terms, the basis of their opinion. In short: each of the reviews indicated (at least implicitly) that the evaluations made by the reviewer were based upon that reviewer's experience with the Claimant. The reviews describe the experiences of the reviewers (or their close family members) being pursued by the Claimant for debts.
46. The Claimant took issue with this in respect of the Defendant's pleaded meanings. This was because, in large part, the Defendant categorised the reviews as being an expression of opinion. The Claimant maintained that, if that was right, then in very many cases the reviews do not indicate, whether in general or specific terms, the basis of the opinion and the requirements of section 3(3) of the 2013 Act are not satisfied.
47. However, as I have explained above, each of the statements complained of are a combination of a statement of fact and expression of opinion. I agree with the Defendant that, in each case, the reviewer has indicated, whether in general or specific terms, the basis of their opinion. This is because the reviewer has narrated their experience of the Claimant, and their opinion of the Claimant is based on that experience which is set out in the review. This is the case in respect of each review.

### **THE 20 REVIEWS**

48. I now turn to the reviews themselves. In each case, I noted down my initial impression of each review when I read it for the first time, and I did so before I read the pleaded meanings and the parties' respective submissions. That is, of course, standard practice in a case of this nature.
49. In relation to each review, I have set out the review, the parties' pleaded meanings, and a summary of their respective submissions, which in large part were set out in the skeleton arguments. I have then identified my conclusions.

Review 1 (21 February 2020)

50. Words complained of:

“Absolute liars

I made a serious complaint to this company. Regarding 1 of their workers giving me totally wrong information resulting in me getting a ccj. I had asked for a copy of the phone calls I had made so I could take it to the SRA. They refused sending me the audio but instead said they would send me transcripts of the call that I made the complaint about. After 5 months of me chasing them for the transcripts I was finally sent them via email. To my shock they had edited the transcripts to cut out everything that made them look bad. They even put "???" In places where I was explaining I have mental health issues.

Absolute disgrace!!”

51. Claimant’s meaning: Review 1 bore the following meaning defamatory of the Claimant, namely that the Claimant had harassed a customer suffering from ill-health and had falsified transcripts of telephone recordings in order to cover up the incompetence of its staff and deceive its regulator the SRA.

52. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant refused to give the reviewer an audio recording of their complaint, and instead sent transcripts of the call complained of.
- c. The Claimant edited the transcript of the call to remove parts that made the Claimant look bad, including by using question marks in place of that part of the call when the reviewer explained that they had mental health issues.
- d. The Claimant are an absolute disgrace and absolute liars.

53. The relevant meaning of Review 1 is not defamatory of the Claimant at common law. Review 1 is or contains an expression of opinion, identified by the words which are underlined. The statement complained of indicated, whether in general or specific terms, the basis of the opinion. Indeed, it is the Defendant’s case that none of the reviews are defamatory of the Claimant at common law; words which are underlined in the defendant’s contention as to meaning are expressions of opinion; and the basis of opinion is identified.

*Submissions*

54. The Claimant submitted that at the heart of this review is a factual allegation that the Claimant had deliberately edited transcripts to cover up the fact it had given the author “totally wrong information resulting in me getting a CCJ”. These were sought for the purposes of a complaint to the SRA, and the headline to the review is “absolute liars”: an unequivocal factual allegation of dishonesty. This is all in the context of the Claimant pursuing a mentally unwell customer for a debt on a “totally” false basis.

55. The Defendant submitted that there is nothing in Review 1 from which it could be understood that the Claimant “had harassed a customer”. The reviewer conveys that he had difficulties in communicating with the Claimant (“5 months of me chasing them...”). Further, the reviewer refers to the transcripts being ‘edited’ not ‘falsified’. The suggestion that Review 1 involves serious allegations concerning the Claimant’s imputed intentions is unsustainable (“in order to cover up the incompetence of its staff and deceive its regulator the SRA”).

### *Conclusion*

56. The initial impression I formed on reading the review was that the reviewer complained to the Claimant about its workers providing him with the wrong information, which had resulted in a CCJ against him (which the reasonable reader would understand to be a County Court Judgment). It is not clear from the review how that happened. The reviewer then asked for copies of the phone calls in order to report the Claimant to the SRA. These were not provided. The reviewer was eventually provided with transcripts of the phone calls. However, all the bad parts had been removed (which is the conclusion or deduction of the reviewer on receiving the transcript, and that is what the hypothetical reasonable reader would understand), including that the customer had mental health issues. In that context, the reviewer said the Claimant is an absolute disgrace, and described the Claimant as “absolute liars” in the heading to the review. The reasonable reader would understand that was the reviewer’s opinion of the Claimant based on their experience. I did not understand the customer to be complaining of harassment or falsification of the transcripts, and that view was not changed in the light of the parties’ submissions.

57. Meaning: The natural and ordinary meaning of Review 1 is:

The reviewer complained to BW Legal about a phone call he had with them which led to a county court judgment against him. BW Legal refused to provide audio recordings of the reviewer’s phone calls and eventually the reviewer was provided with a transcript of the call the complaint had been made about. BW Legal edited the transcript of the call to remove parts that made BW Legal look bad. BW Legal had used question marks in place of that part of the call when the reviewer explained that they had mental health issues. BW Legal are an absolute disgrace and absolute liars.

58. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

### Review 2 (3 August 2020)

59. Words complained of:

“Scammers

Scammers. Incessantly chasing for something that doesn't and never existed! I confirmed with the company they claim to represent and they have zero knowledge of it. Cannot believe this is allowed to happen.”

60. Claimant's meaning: Review 2 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently pursues claims for debts which it knows do not exist.
61. Defendant's meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant would not stop chasing the reviewer for a debt which did not exist.
  - c. The Claimant are scammers.

### *Submissions*

62. The Claimant submitted that the word “scammers” would readily be understood as meaning fraudsters and that, in common parlance, is a factual allegation. The debt being pursued “doesn't and never existed” (an assertion of fact). More seriously still, the Claimant is said to have been falsely holding itself out to represent the creditor when the creditor has “zero knowledge of this”. The latter allegation is said to be the product of investigation by the author. In context, there is no room for doubt that the review makes a straightforward allegation of fraud: the Claimant is pursuing claims for debts it knows, indeed must know, do not exist.
63. The Defendant submitted that Review 2 would not be understood by the ordinary, reasonable reader to mean that the Claimant behaved “fraudulently” and that it was fanciful to suggest that the ordinary reasonable reader would conclude, based upon the reviewer's statement of his/her opinion that the debt “doesn't and never existed”, that the Claimant had “fraudulently” pursued such a debt knowing that it did not exist.

### *Conclusion*

64. The hypothetical reasonable reader would understand that the reviewer was constantly pursued by the Claimant for a debt which does not exist and which the company the Claimant claimed to represent had no knowledge about. I agree with the Defendant that there is nothing in this review to suggest that the Claimant knew that the debt did not exist, or it was acting fraudulently against the reviewer. The hypothetical reasonable reader would understand the word “scammers” to mean “fraudsters”. This is the reviewer's opinion of the Claimant based on their experience, which is then described in the review, and this is what the hypothetical reasonable reader would understand.
65. Meaning: The natural and ordinary meaning of Review 2 is:

BW Legal constantly chased the reviewer for a debt which does not exist. BW Legal are fraudsters.

66. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 3 (19 September 2020)

67. Words complained of:

“Absolutely shocking company

Absolutely shocking company. Falsely claiming a debt for something I know nothing about and not supplying any proof or information of alleged debt. I requested a SAR and their alleged client has never contacted me. I've contacted them again and had no response to my email and they appear to be reporting all their negative reviews on trust pilot rather than admit they're doing things wrong! (they have reported mine instead of contacting me) and they have not responded to any of their negative reviews in 12 months.”

68. Claimant’s meaning: Review 3 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently pursues claims for debts which it knows do not exist.

69. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant wrongly claimed that the reviewer owed a debt, which the reviewer knew nothing about.
- c. The Claimant did not supply any proof or information about the alleged debt to the reviewer.
- d. The Claimant are an absolutely shocking company.

*Submissions*

70. The Claimant submitted that the reader is told that the Claimant is “falsely” claiming a debt, without evidence, and that a subject access request has revealed that its “alleged” client “has never contacted me”. On being challenged, the Claimant has gone silent, and the review claims the Claimant is seeking to cover up these complaints by reporting reviews online. The obvious implication is that the Claimant knows it is pursuing false debts, and that is clearly an allegation of fraud, and that is how the ordinary reasonable reader would understand it.

71. The Defendant submitted that there is no basis for the suggestion that Review 3 would be understood to mean that the Claimant behaved “fraudulently”. It is fanciful to suggest that the ordinary reasonable reader would conclude, based upon the reviewer’s expression of opinion that the Claimant “Falsely claim[ed]” the relevant debt, that the Claimant had “fraudulently” and knowingly pursued such a debt.



*Conclusion*

72. My initial impression on reading this review was that the reviewer says the Claimant is making a false claim for a debt that he knows nothing about, and the Claimant has failed to provide any proof or information about the alleged debt. The Claimant did not respond when it was contacted by the reviewer, and does not accept it has done anything wrong. I do not think there is anything in the review which suggests to the hypothetical reasonable reader that there was a cover up by the Claimant, and that was not my impression when I first read the review. The word fraudulent is not used in the review and I do not think that the hypothetical reasonable reader would use that word to describe the Claimant's conduct in pursuing the debt.
73. The hypothetical reasonable reader would understand the description "absolutely shocking company" to be an expression of opinion based on the reviewer's own experience, which is then narrated in the review. Likewise, the description of the debt being falsely claimed, would be understood by the reasonable reader to be the reviewer's opinion of the Claimant's conduct in pursuing the claim for a debt the reviewer knows nothing about.

74. Meaning: The natural and ordinary meaning of Review 3 is:

BW Legal are making a false claim for a debt that the reviewer knows nothing about. BW Legal have failed to provide the reviewer with any proof or information about the alleged debt. BW Legal are an absolutely shocking company.

75. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 4 (27 October 2020)

76. Words complained of:

"Shocking experience of being harassed...

Shocking experience of being harassed by this company for a debt they say is mine at an address I never lived at. Worse is that they are using my late mothers address but my name. Consistently told not to contact original debtor (there was no debt) . When I ignored this and contacted the company they said it's fraud and the account was never in arrears and to ignore. The language and grammar is atrocious, the dates change with each letter and they repeatedly ignore evidence provided. I contacted action fraud and civil legal advice who told me to ignore. Disgusting leeches!"

77. Claimant's meaning: Review 4 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues claims for debt and is guilty of harassment.

78. Defendant's meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant pursued the reviewer for a debt which they did not owe, and did so in a shocking way which felt like harassment.
- c. The Claimant are disgusting leeches.

### *Submissions*

79. The Claimant submitted that the factual allegation that it has fraudulently pursued a debt against the author arises clearly in the fourth sentence: the supposed creditor (an obviously authoritative source) has confirmed to the author that “it’s [the Claimant’s purported claim is] fraud” and should be ignored. This is reinforced by the references to Action Fraud and Citizens’ Advice in the penultimate sentence. Further, the review does not state that the author “felt harassed” but that they have suffered the “experience of being harassed”, and this should not be watered down to “feeling harassed”. That is a straightforward factual meaning. The methods of pursuit described by the author are obviously harassing and oppressive in circumstances where the debt does not exist and is being fraudulently pursued.
80. The Defendant submitted that there is no basis for the suggestion that Review 4 would be understood to mean that the Claimant behaved “fraudulently”. The reviewer states that they were told by the debtor that the basis of the alleged debt owing by the reviewer was “fraud” (i.e. that the reviewer had been the subject of a fraud, such that they appeared to owe a debt which they did not in fact owe), but it forms no part of the allegations in Review 4 that the relevant fraud was perpetrated by the Claimant. The ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts “oppressively”. In any event, the ordinary reasonable reader would understand the allegation that the reviewer was “being harassed” by the Claimant in a lay, informal sense (i.e. “to trouble, worry, distress”). Review 4 would be understood to be an expression of the reviewer’s opinions based upon their experience of their interactions with the Claimant.

### *Conclusion*

81. My initial impression on reading this review was that reviewer says he had a shocking experience of harassment by the Claimant when he was pursued for a debt he did not owe, at an address he never lived at, in circumstances where the original debtor said that it was fraud, as the account was never in arrears and the debt should be ignored. The reviewer has also been told to ignore the debt by Action Fraud and civil legal advice. The reasonable reader will understand the reviewer to be describing their experience of the Claimant, and that the “shocking experience of being harassed” and that the Claimant are “disgusting leeches”, is the reviewer’s opinion of that particular experience and of the Claimant, as narrated in the review.
82. Likewise, the information provided by the original debtor to the reviewer that “it’s fraud” is the original debtor’s view, in layman’s terms, of BW Legal’s conduct based on what the reviewer has told them. That also is an expression of opinion, which the reviewer repeats.
83. Meaning: The natural and ordinary meaning of Review 4 is:

The reviewer had a shocking experience of being harassed by BW Legal. BW Legal are pursuing the reviewer for a debt he does not owe, at an address he does not live at. This is a fraud and the reviewer has been advised to ignore it. BW Legal do not accept the evidence provided that no money is owed. BW Legal are awful.

84. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 5 (19 November 2020 (updated 4 January 2021))

85. Words complained of:

“A COMPANY WHO HAS NO EITHICS

These people have been chasing me for an alleged debt in circumstances where I have not been informed of the debt by the original debtor! I have repeatedly advised them of the same and even raised an official complaint and they simply carry on. This amounts to harassment.

I have now complained to their trade body and would encourage everyone who is dissatisfied with the way that they have been or are being treated, to do the same.

Update, Bw legal have challenged this and I have provided Trust Pilot with a copy of my official complaint about the harassment.

Note to bw Legal - this will not go away. I now have Trading Standards on the case and the FCA, when I spoke to them, have taken an interest. They are now trying to get this review removed. I am standing my ground as it is 100% correct. Also have noticed that they are trying to get other 1 star reviews removed.

Update - review verified by Trustpilot after I sent them a copy of my official complaint to bw Legal along with their replies which attempted to refute the position.”

86. Claimant’s meaning: Review 5 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues claims for debt and is guilty of harassment.

87. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant chased the reviewer for a debt, when the reviewer had not been informed of the alleged debt by the original debtor.
- c. The Claimant were harassing the reviewer over the alleged debt.

### *Submissions*

88. The Claimant submitted that this review imputes guilt of harassment. This is combined with a separate allegation that the Claimant is pursuing a non-existent debt and is doing so despite being repeatedly told the true position. Trading Standards and the FCA are now involved, which emphasises the clear imputation that the debt is being fraudulently pursued. The Claimant also submitted that the review included an up-date and this is not simply a suggestion that the Claimant's conduct amounted to harassment. Rather, the complaint that there had been harassment has been verified by a third party and that there has been harassment is plainly a statement of fact.
89. The Defendant submitted that there is no basis for the suggestion that Review 5 would be understood to mean that the Claimant behaved "fraudulently". That is a strained, artificial and inappropriately legalistic approach. The ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts "oppressively" – which is unclear in its meaning and is an inappropriate gloss on the words in the review. In any event, the ordinary reasonable reader would understand the allegation that the Claimant's conduct "amounts to harassment" in a lay, informal sense (i.e. "to trouble, worry, distress").

### *Conclusion*

90. The headline to this review is that the Claimant is a company that has no ethics. The reviewer says he is being pursued for an alleged debt, which he has not been informed of by the original debtor. The Claimant has ignored what the reviewer has said about this, and the reviewer says that he has even raised an official complaint. The reviewer then describes this as amounting to harassment. The reviewer then goes on to say that he has complained to the Claimant's trade body and to Trading Standards and the FCA.
91. The hypothetical reasonable reader will understand that this is a review in which the reviewer sets out his experience of the Claimant with the conclusion that the Claimant's conduct amounts to harassment. That is plainly an opinion of the Claimant's conduct based on the factual allegations set out in the review. Further, the reasonable reader would not understand the review to mean that the Claimant was acting "fraudulently", or indeed "oppressively". These are not terms used by the reviewer and I agree with the Defendant's submission that they are an inappropriate and inaccurate gloss on the words used in the review, and are not what the hypothetical reasonable reader would understand the review to mean.
92. Meaning: The natural and ordinary meaning of Review 5 is:
- BW Legal chased the reviewer for a debt, when the reviewer had not been informed of the debt by the original debtor. The reviewer told BW Legal of this, but BW Legal simply carried on pursuing the debt against the reviewer. The reviewer is being harassed by BW Legal about the debt.
93. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of

opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 6 (23 November 2020)

94. Words complained of:

“total scumbags and charlatans

total scumbags and charlatans . keep record of all dates and documents or they will lie to you and manipulate you into paying something that you shouldnt have to pay. Dont be fooled by their empty threats”

95. Claimant’s meaning: Review 6 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues claims for debts which are not due.

96. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant are scumbags and charlatans.
- c. The Claimant will lie and manipulate people into paying something which they should not have to pay.

*Submissions*

97. The Claimant submitted this review states that the Claimant “will lie to you and manipulate you into paying something that you shouldn’t have to pay” and will make “empty threats” as part of this. This is an example of what the reader will understand to be a warning based on the author’s experience of the Claimant’s past conduct. These are factual allegations that the Claimant fraudulently and oppressively pursues claims for debts which are not due. Mr Browne KC in his oral submissions maintained that “scumbags and charlatans” is probably bare comment, although there is an insinuation that the reasonable reader will understand these words are to be based on the Claimant lying and manipulating alleged debtors.

98. The Defendant submitted that there is no basis for the suggestion that Review 6 would be understood to mean that the Claimant behaved “fraudulently”. It is strained, artificial and inappropriately legalistic. The ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts “oppressively”. Further, Review 6 would be understood to be an expression of the reviewer’s opinions based upon their experience of their interactions with the Claimant.

*Conclusion*

99. My initial impression on reading this review was that the Claimant tricks or deceives people into paying money they do not owe. That is why the reviewer has described the Claimant as “total scumbags and charlatans” and provides advice that people should keep a record of all dates and documents so this does not happen to them. That impression has not changed in the light of the parties’ submissions.
100. I agree that the hypothetical reasonable reader will understand the contents of this review to be based on the reviewer’s experience of dealings with the Claimant, and that the Claimant tricks or deceives people into paying money they do not owe is a statement of fact. Based on that experience, the review sets out advice as to how to deal with the Claimant, together with the reviewer’s description of how awful he considers the Claimant to be. That advice, and that description, are expressions of opinion. The reasonable reader would not understand the review to mean that the Claimant was acting “fraudulently”, or indeed “oppressively”. These are not terms used by the reviewer and I agree with the Defendant’s submission that they are an inappropriate and inaccurate gloss on the words used in the review, and are not what the hypothetical reasonable reader would understand the review to mean.
101. Meaning: The natural and ordinary meaning of Review 6 is:
- BW Legal are scumbags and charlatans. Keep a record of all dates and documents or BW Legal will deceive you into paying money you do not owe.
102. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 7 (8 December 2020)

103. Words complained of:

“BW legal vile robo firm of solicitors

I have also been contacted by Trustpilot stating that BW legal are challenging the authenticity of a review I provided 12 months ago. Having read through the review it was at the outset of my unfortunate involvement with BW legal , so I've decided to provide an update.

I would advise anyone who receives a County Court Claim from BW legal to challenge it, there is some excellent advice available on public forums regarding how to do this.

BW legal are a robo firm of solicitors who issue thousands of claims. In my case they were acting for Premier Park Limited , who were operating on behalf of Torbay Coast and Countryside Trust (TCCT). The summons was

in respect of an alleged parking contravention at Berry Head Car Park Brixham. However at the time TCCT were not the lawful leaseholders of the car park therefore Premier Park did not have a valid contract to operate. After complaints to TCCT, Torbay Council and British Parking Association, BW legal eventually discontinued the case (having received instructions from their client).

BW legal issued county court proceedings against myself (and a number of other people) without checking that 1. their client held a lawful licence to operate 2. the PCN was valid . BW legal rely on bullying tactics to force people to pay up.”

104. Claimant’s meaning: Review 7 bore the following meaning defamatory of the Claimant, namely that the Claimant oppressively pursues claims for debts, without undertaking basic investigation to establish the validity of the claim, in order to bully individuals into paying monies they do not owe.
105. Defendant’s meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant issued proceedings against the reviewer for an alleged parking fine which was not valid.
  - c. The Claimant are a vile, robo firm of solicitors.
  - d. The Claimant rely on bullying tactics to force people to pay money.

### *Submissions*

106. The Claimant submitted that Review 7 contains a detailed allegation that the Claimant had to discontinue proceedings it had issued against the author after being told by its client that the proceedings had no merit. The author clearly states that the Claimant uses “bullying tactics” to get people to “pay up” in claims, such as his, where it issued proceedings without taking basic preliminary steps to establish that the parking ticket on which the claim was based was valid and apparently doing so without its client’s proper instructions. The Claimant maintains that the “bullying tactics” (whether in general or specific terms) are not identified, and that allegation is also a factual one. The Claimant also maintained that the reasonable reader will understand that the Claimant oppressively pursues claims for debts because it (i) pursues debts without properly investigating the claim, and (ii) uses bullying tactics to force people to pay up in respect of debts they do not owe. The review is phrased in a way that the reasonable reader will understand that this approach is the Claimant’s habitual practice in the pursuit of claims.
107. The Defendant submitted that the ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts “oppressively” – which is unclear in its meaning and is an inappropriate gloss on the words in the review. Further, the ordinary reasonable reader would understand Review 7 to express the opinion that the Claimant had pursued debts without checking that the parking fine was valid. The

Defendant maintained that the Claimant's proposed meaning is artificial, strained and inappropriately legalistic, whereas its meaning is a more accurate literal meaning.

### *Conclusion*

108. The impression I noted down when I first read the review was as follows. The reviewer says that the Defendant has challenged the authenticity of his review, and he is providing an update. The reviewer tells the reader that, if they receive a county court claim from the Claimant, they should challenge it. The reviewer recommends this based on his own experience, when he was pursued for a parking fine. The fine was found not be owing, and the Claimant discontinued its claim. The Claimant started the claim without checking they had authority to do so, or that the PCN was valid. The Claimant is a vile robbing firm of solicitors, who use bullying tactics to force people to pay debts they do not owe.
109. The hypothetical reasonable reader will understand that the reviewer is describing his personal experience of the Claimant in which the Claimant started county court proceedings against the reviewer, for an invalid parking ticket without checking their facts. The reasonable reader will understand that these are the Claimant's bullying tactics referred to at the end of the review, and that is why the reviewer calls the Claimant a "vile robo firm of solicitors". The bullying tactics are therefore clearly identified in the review. Further, the reasonable reader will also understand that "vile robo" and "bullying tactics" are opinions of the Claimant, and the Claimant's conduct, based on the experience set out in the review.
110. The hypothetical reasonable reader would not understand this review to mean that the Claimant's conduct in pursuing debts is oppressive. This is a review which will be read quickly by the hypothetical reasonable reader on-line, who will form an immediate impression of the review. That impression will be of the reviewer's description of what their experience of the Claimant has been, with the concluding remarks that the Claimant relies on bullying tactics. It will not be that the Claimant acts oppressively, which is different terminology to that used in the review and does not, in my view, accurately capture what this review would mean to the hypothetical reasonable reader of the Trustpilot Website.
111. Meaning: The natural and ordinary meaning of Review 7 is:  
  
BW Legal are a vile robbing firm of solicitors. BW Legal issued county court proceedings against the reviewer for an invalid parking ticket without checking their facts beforehand. The reviewer complained to several different organisations and the proceedings were eventually discontinued. BW Legal rely on bullying tactics to force people to pay money they do not owe.
112. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.



Review 8 (16 December 2020 (updated 4 January 2021))

113. Words complained of:

“Just had my one star review removed

Just had my one star review removed. I am not happy about that at all. It was 100% genuine and provable.

So, well done Trust Pilot - and here is my review again:

These people have been chasing me for an alleged debt in circumstances where I have not been informed of the debt by the original debtor! I have repeatedly advised them of the same and even raised an official complaint and they simply carry on. This amounts to harassment.

I have now complained to their trade body and would encourage everyone who is dissatisfied with the way that they have been or are being treated, to do the same.

Trust pilot or bw Legal - sue me if you wish. What I am saying is 100% correct

Update - had to fight with Trustpilot to retain this review as bw legal challenged it! Now it has been verified by them and it is only right and proper that consumers know what sort of people these bw legal guys are!”

114. Claimant’s meaning: Review 8 bore the following meaning defamatory of the Claimant, namely that the Claimant oppressively pursues claims for debts which have been proved not to exist and are guilty of harassment.

115. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant chased the reviewer for a debt, when the reviewer had not been informed of the alleged debt by the original debtor.
- c. The Claimant were harassing the reviewer over the alleged debt.

*Submissions*

116. The Claimant submitted that, as with Review 5, this review imputes guilt of harassment, although the Defendant incorrectly asserts that the reasonable reader would understand this factual statement to be an opinion. The central allegation is that the Claimant is pursuing a debt which it knows does not exist, because it has been repeatedly told the same by the author, and continues to chase and harass them to get them to pay. A reasonable reader would understand that what was alleged was oppressive. The factual

nature of the allegation is emphasised by the assertion it is “100% correct” and has been looked at and verified by Trustpilot.

117. The Defendant submitted that the Claimant’s suggested meaning that the debt “[had] been proved not to exist” is artificial, strained and unsustainable. It is inconsistent with the text of Review 8, which states only that the reviewer was “not ... informed of the debt by the original debtor”. The ordinary reasonable reader would not understand the review to mean that the reviewer’s view that the debt was not owing had been “proved” or that the Claimant pursues claims for debts “oppressively”. In any event, the ordinary reasonable reader would understand the allegation that the Claimant’s conduct “amounts to harassment” in a lay, informal sense (i.e. “to trouble, worry, distress”). Finally, the Defendant maintains that its meaning is a more accurate literal meaning, than that advanced by the Claimant.

### *Conclusion*

118. My initial impression when I read this review was that this was the same review as Review 5, which the reviewer had set out again because his or her original review had been removed by the Defendant. The sting is the same and this review has the same meaning as Review 5 for the reasons I have set out above. That impression was not changed by the submissions that I heard from the parties.

119. Meaning: The natural and ordinary meaning of Review 8 is:

BW Legal chased the reviewer for a debt, when the reviewer had not been informed of the debt by the original debtor. The reviewer told BW Legal of this, but BW Legal simply carried on pursuing the debt against the reviewer. The reviewer is being harassed by BW Legal about the debt.

120. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

### Review 9 (1 January 2021)

121. Words complained of:

“A scam company at best. They will write to you and claim you owe money for an account to which you do not have (or never had in the first place).

I sincerely hope companies like these go under. My advice is to question ANY contact you get from this company either through your solicitor or just report the company to an independent regulatory body.”

122. Claimant’s meaning: Review 9 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently pursues claims for debts which it knows do not exist.

123. Defendant's meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant will claim that people owe money for an account which they do not have, or have never had.
  - c. The Claimant are a scam company at best.

### *Submissions*

124. The Claimant submitted that a reasonable reader would understand from common usage a “scam company” to be a fraudulent one and the fraud is clearly explained: the Claimant is writing to people and claiming they owe money when they don't. These are factual allegations, which the reviewer knows about from their own knowledge.
125. The Defendant submitted that there is no basis for the suggestion that Review 9 would be understood to mean that the Claimant behaved “fraudulently” as this is an inappropriately legalistic analysis, which does not reflect: (i) the actual text of Review 9 (which makes no reference to “fraud” at all); or (ii) the context of Review 9 on the Trustpilot Website. Further, Review 9 would be understood to be an expression of the reviewer's opinions based upon their experience of their interactions with the Claimant.

### *Conclusion*

126. The hypothetical reasonable reader of the Trustpilot Website will understand the reviewer to be describing his experience of dealings with the Claimant and to be providing a description of the Claimant, namely as a “scam company at best”, based on that experience. I agree with the Claimant that, in the context of a customer review website, the hypothetical reasonable reader will understand that scam means fraud, and a scam company is a company which acts fraudulently or pursues frauds. The reasonable reader will also understand that description to be an expression of the reviewer's opinion of the Claimant based on the factual description of their dealings with the Claimant briefly set out in the review.
127. Meaning: The natural and ordinary meaning of Review 9 is:
- BW Legal is a company which acts fraudulently. It will claim you owe money for an account you do not have, or never had in the first place.
128. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

### Review 10 (18 January 2021)

129. Words complained of:

“Minus Zero stars

Minus Zero stars. This company are relentless. Harassing my father for a parking charge (despite the fact he paid for parking but due to their faulty machine he was issued a fine). My father who is in his late 70’s and a cancer patient, reluctantly paid the fine so as to not receive further charges. Three months later, he received a letter from BW Legal requesting a further £100.00 for the parking charge notice and £60.00 in fees. Despite proving beyond doubt, this PCN was paid, they still insist on legal action and refuse to go back to Britannia Parking with this evidence. BW Legal advised that the parking company allocated it against the wrong fine yet refuse to stop action. Having read other reviews, it is reassuring to know we’re not the only ones being screwed and discriminated against.”

130. Claimant’s meaning: Review 10 bore the following meaning defamatory of the Claimant, namely that the Claimant oppressively pursues claims for debts which it knows do not exist and is guilty of harassing and discriminating against a vulnerable elderly cancer patient in order to extract payment.
131. Defendant’s meaning: The statement complained of meant that:
- a. The Claimant are a minus zero-star company.
  - b. The Claimant pursued the reviewer’s father for the payment of a parking charge and fees which had been paid.
  - c. The Claimant are relentless and harassing.

### *Submissions*

132. The Claimant submitted that the review states in terms that the Claimant was “relentless” in “harassing” the author’s vulnerable father. That is a factual allegation, at *Chase* level 1, as is the unexplained allegation of discrimination. The reasonable reader would undoubtedly understand the review to mean that the Claimant is acting oppressively in pursuing a claim for a debt it knows not to exist: the author states that they have proved “beyond doubt” that the PCN was paid, and that the Claimant has confirmed that the “parking company” (i.e. the Claimant’s client) has said the debt was wrongly allocated. Notwithstanding this, the Claimant is said to be insistent on pursuing legal action and is even refusing to alert its client to unequivocal evidence that it is in the wrong. These are factual allegations and made all the more serious by the imputation that the Claimant is conducting itself in this way against a person who is an elderly cancer patient. The suggestion is that this behaviour is typical. It is habitual conduct by the Claimant.
133. The Defendant submitted that the ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts “oppressively” – which is unclear in its meaning and is an inappropriate gloss on the words in the review. The ordinary reasonable reader would understand the allegation that the Claimant was

“Harassing [the reviewer’s] father” or “discriminat[ing] against” the reviewer’s father in a lay, informal sense (i.e. “to trouble, worry, distress”).

### *Conclusion*

134. The impression I noted down when I first read this review is that the reviewer says that the Claimant is harassing and pursuing his elderly and vulnerable father for money he does not owe. First of all the Claimant pursued a parking charge, which the reviewer’s father had in fact paid, but the faulty machine issued a fine. The reviewer’s father paid that fine so as not to receive a further charge. However, BW Legal then sent him a letter requesting further money. BW Legal refused to accept the fine had been paid. The reviewer then says that, on reading the reviews, he is reassured that they are not the only ones being “screwed and discriminated” against.
135. The hypothetical reasonable reader will understand that the reviewer has set out the various steps the Claimant has taken against his vulnerable father in relation to a parking charge which his father had paid, and that those are factual descriptions of what has happened to his father. It is this conduct by the Claimant which the reviewer describes as harassing, relentless, and that they have been “screwed and discriminated” against. In the context of a consumer website, the hypothetical reasonable reader will understand that those are the reviewer’s opinions of the Claimant’s conduct, based on their experience dealing with the Claimant.
136. Meaning: The natural and ordinary meaning of Review 10 is:
- BW Legal pursued the reviewer’s vulnerable father for payment of a parking fine he had paid, and he proved he had paid. BW Legal then took legal action against him, which they refused to stop. BW Legal are relentless and harassing in the pursuit of payment of a fine which has been paid.
137. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

### Review 11 (20 January 2021)

138. Words complained of:

“Worst service advisors ever - ZERO STARS rude

I wish I could give these parasites zero stars.

Vile bullies with rude arrogant staff claiming my husband owes talktalk £30 from TWO YEARS ago after they cancelled our contract as they couldn’t provide broadband to our new property !!?

I witnessed the call and the advisor was rude, arrogant and factually incorrect. His ‘manager’ then called my husband to tell him her advisor wasn’t rude and to get legal advice! Over £30 We DONT OWE!

People already struggling financially and with mental health and then these blood suckers trying to kill people off!

I sincerely hope every employee thinks of every child they are affecting at night by bullying their parents to the brink!

WE DONT OWE THE MONEY

FRAUD”

139. Claimant’s meaning: Review 11 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues claims for debts and is guilty of bullying vulnerable people to extract payment.
140. Defendant’s meaning: The statement complained of meant that:
- a. The Claimant are a zero-star company.
  - b. The Claimant claimed that the reviewer’s husband owed a debt, when no such debt was owed.
  - c. The Claimant’s conduct amounts to fraud.
  - d. The Claimant are vile bullies who have rude and arrogant staff.
  - e. The Claimant are parasites and blood suckers.
  - f. The Claimant deserves zero stars.

### *Submissions*

141. The Claimant submitted that this review contains a straightforward allegation of fraud, at *Chase* level 1, along with allegations of bullying. The use of the adjective “vile” to describe the bullying does not turn the allegation into an opinion: the bullying is fact. This is emphasised by the fact it is described as an eyewitness account of a call with the author’s husband. The bare allegation of fraud would similarly be understood as a statement of fact: there is nothing in the review that indicates it is an opinion, and the allegation of an offence in the context of a factual account of a dispute does not lend itself to such a conclusion. The fraud consists of pursuing the debt when it was not owed because the contract had been cancelled. Plainly the Claimant is said to be behaving oppressively in its treatment of vulnerable people.
142. The Defendant submitted that the ordinary reasonable reader would not understand Review 11 to mean that the Claimant behaved “fraudulently”, which is an inappropriately legalistic analysis. The word ‘fraud’ at the end of Review 11 would be understood to be

an expression of the reviewer's opinion that the Claimant's conduct in relation to her husband amounted to fraud because the Claimant was claiming money from her husband which he did not owe. The ordinary reasonable reader would not understand the review to mean that the Claimant pursues claims for debts "oppressively". Review 11 would be understood to be the reviewer's opinion based upon their experience of their interactions with the Claimant.

### *Conclusion*

143. The impression I noted down when I first read the review was as follows. The reviewer says that the Claimant claims her husband owes £30, which he does not owe as their contract with TalkTalk was cancelled. The reviewer witnessed the call by the Claimant's advisor with her husband, who was rude arrogant and factually incorrect. They are vile bullies, and the reviewer and her husband do not owe any money to the Claimant. This is fraud.
144. The reviewer describes, first hand, her experience of the Claimant. Here the hypothetical reasonable reader will understand that the reviewer and her husband do not owe any money to TalkTalk as their contract was cancelled two years ago. The reviewer has witnessed a call between the Claimant's staff and her husband, and she has described what she observed of that conversation. The hypothetical reasonable reader will understand the reviewer's description of the Claimant as vile bullies to be an expression of opinion. This is because it is the reviewer's view of the Claimant based on what she witnessed, together with her understanding of the situation (ie that no money was owed). Likewise, and for the same reasons, I agree with the Defendant that the hypothetical reasonable reader will understand that the use of the word 'fraud' at the end of the review to be her opinion of the Claimant's conduct.
145. The descriptions of the Claimant's conduct provided by the reviewer do not support a meaning that the Claimant acted oppressively. This term is not used in the review itself and, on reading the review online, the overall impression the hypothetical reasonable reader will form is that BW Legal are bullies who use the tactics described in the review.
146. Meaning: The natural and ordinary meaning of Review 11 is:
- BW Legal are vile bullies. BW Legal claim that the reviewer's husband owes a debt of £30 under a contract which has been cancelled. BW Legal's staff were rude, arrogant and factually incorrect on a call to the reviewer's husband to try and get payment from him. The reviewer and her husband do not owe the money. This is fraud by the Claimant.
147. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of does indicate, whether in general or specific terms, the basis of the opinion.

### Review 12 (15 April 2021 (updated 30 April 2021))

148. Words complained of:

“GDPR Violation, data harvesting and nuisance calls

Had a sinister call out of the blue from 0113 487 0430 a very cocky and unprofessional person asked for me but refusing to say what it was about but they had sent a letter. I have had no such letter and not a clue what it is about. Sounds like stupid kids thinking it's funny to make weird calls. I have no debt or fines outstanding but am concerned about GDPR and where they obtained my name and telephone number to make nuisance calls.

Update on the above. The number that called me was actually BW Legal. I suggest all who have had issues with them report them to Solicitors Regulation Authority as I am doing.

Further update: - SERIOUS ALERT. I eventually received a letter saying they are working for PPS and I owed £160 for a parking fine for Bovisand Beach Car Park (which is on Bovisand Park owned land). This had been (I thought) 'an error' by PPS (but who it also appears are running a scam - see their page) which I had appealed producing my valid ticket as proof. I had heard nothing further and considered it closed. I replied to BW Legal by email explaining this and attaching evidence. I had a response from them demanding a lot of personal information before they would reply. Shortly after I opened their email my email crashed and all email content was lost (thankfully only temporarily). My contacts app also opened... I received a Google alert re suspicious activity and the whole appearance of my email account changed. I reported this to BW Legal and other bodies but am continuing to get emails from them. I need to open their emails to check whether the case has been closed (I want it in writing and as my telephone contact with them was so unpleasant I have no wish to repeat it). EACH TIME I OPEN AN EMAIL FROM BW LEGAL I RECEIVE A GOOGLE SECURITY ALERT SHORTLY AFTERWARDS. I have now blocked their address and asked them to correspond by post. I am now concerned that BW Legal are harvesting data to send letters to random innocent members of the public accusing them of incurring fictitious fines/debts in the hope that their harrassment will make the weak and vulnerable cave in an pay out of fear. I will have to warn my entire email address book contacts to ignore contact from BW Legal.

The SRA admit to having had numerous complaints about BW Legal but as I am not their customer they say they cannot proceed as nobody likes a debt collector! So much for regulation... (This also means the SRA are giving a false impression of their role as from their blurb one would think their role to be one of regulation of dubious legal firms but that is another matter to be pursued). For every reason, I would advise serious caution if you receive communications from BW Legal or their client PPS Premier Parking Solutions as something is not right.”

149. Claimant's meaning: Review 12 bore the following meaning defamatory of the Claimant, namely that the Claimant unlawfully harvests individuals' personal data via scam emails in order to fraudulently and oppressively pursue legal claims which it knows to be without foundation.

150. Defendant's meaning: The statement complained of meant that:



- a. The Claimant are a 1-star company.
- b. The Claimant pursued the reviewer for a debt which was not owed.
- c. The Claimant may be harvesting data to send letters to random innocent members of the public, claiming for the payment of debts which are not owed, in the hope that some people will pay.

### *Submissions*

151. The Claimant submitted that this review contains a detailed account of the author's alleged experience with the Claimant, in which the author makes the following factual assertions:
- a. the Claimant is guilty of a "GDPR violation, data harvesting and nuisance calls", having obtained the reviewer's telephone number in a manner which cannot be explained.
  - b. the Claimant is pursuing a "scam" parking ticket on behalf of a client, PPS: the author has already proved to PPS that he or she is not liable for the ticket, but it is nevertheless being pursued.
  - c. "EACH TIME" (capitals as used by the author for emphasis) the author opens an email from the Claimant, there is some unauthorised activity on his Google account including, on at least one occasion, their "contacts app" being left open. The obvious suggestion being made is that the Claimant is hacking into Google accounts to extract data about random innocent individuals who it then harasses so that they pay out of fear, not because there is a legitimate claim.
  - d. This is a broader problem, as evidenced by the number of complaints said to have been made by other persons to the SRA.
152. The only conclusion left open to the reasonable reader is that the Claimant is using unlawful means to obtain data from the author. Although the author appears to qualify this with the words "I am now concerned" and "I would advise serious caution", the weight of evidence in the review is so overwhelming that the reasonable reader would understand this allegation to be at *Chase* level 1.
153. The Defendant submitted that the Claimant's pleaded meaning that the Claimant behaved "unlawfully" is a strained, artificial and legalistic analysis, which does not reflect the proper approach of the ordinary reasonable reader of Review 12. The ordinary, reasonable reader would not understand the review to mean that the Claimant pursues claims for debts "oppressively" – which is unclear in its meaning and is an inappropriate gloss on the words in the review.

### *Conclusion*

154. The initial impression I noted down when I first read this review was that the reviewer is talking about his own experience with the Claimant which started off with a phone call

out of the blue telling him about a letter he had not received. He then received a letter, but this was about a parking fine he did not owe, which he explained to the Claimant by email. He then received an email in response demanding a lot of personal information. That caused his email to crash, other things also happened, and he received a security alert. The reviewer now gets a security alert every time he gets an email from the Claimant and is concerned that the Claimant is harvesting data to pursue innocent victims for fictitious fines/debts in the hope that those who are weak and vulnerable will give in and pay up in response to the Claimant's harassment. The reviewer reported this to the SRA, who had admitted to having received numerous complaints about the Claimant.

155. The hypothetical reasonable reader will understand that the reviewer does not actually know whether the Claimant is harvesting individuals' personal data, but is expressing his concern that this is what the Claimant is doing based on what happened to him when he received an email from the Claimant. Further, the hypothetical reasonable reader will understand that the reviewer is expressing his own opinion about what the Claimant may be doing to other people, and the consequences for those people. Accordingly, I do not agree with the Claimant that the ordinary reasonable reader would understand this to be an allegation that the Claimant is harvesting data or that the reasonable reader would understand this allegation to be at *Chase* level 1.

156. Meaning: The natural and ordinary meaning of Review 12 is:

BW Legal pursued the reviewer for a debt he did not owe. Every email the reviewer opens from BW Legal gives rise to a security alert. BW Legal may be harvesting data to accuse innocent people of fictitious debts or fines and to harass and intimidate these people into paying money they do not owe.

157. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 13 (17 July 2021)

158. Words complained of:

“Fraudsters be careful i had parking...

Fraudsters be careful i had parking ticket which was by the error of parking company more then double however they did not care and inform me that they dont care about if its legitimate or not i have to pay it of the charges will soon be much higher, complain about them and guy told be that they are one of the b..... debt collecting company.”

159. Claimant's meaning: Review 13 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues debt claims which it knows have no merit.

160. Defendant's meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant pursued the reviewer for a debt, not caring whether the debt was legitimately owed or not.
- c. The Claimant are fraudsters.

### *Submissions*

161. The Claimant submitted that it is common ground that this review conveys a *Chase* level 1 allegation of the Claimant being fraudsters; however, the Defendant wrongly asserts that this was an opinion, when it is plainly a statement of fact. That is the only conclusion open to a reader who is told that a law firm is pursuing debts, while telling the debtor they “don’t care” whether it is legitimate or not, and threatening to increase the charges if the ‘debt’ is not paid.
162. The Defendant submitted that the ordinary reasonable reader would understand the allegation in Review 13 that the Claimants are “Fraudsters” in a lay, informal sense (rather than as implying guilt of a criminal offence) and that it was an expression of the reviewer’s opinion. Review 13 would not be understood to mean that the Claimant pursues debts “which it knows have no merit”. Rather, the allegation in Review 13 is that the Claimant “did not care” whether the debt was legitimately owing. The Defendant’s meaning better accords with the language of Review 13.

### *Conclusion*

163. In the context of an online consumer website the hypothetical reasonable reader will not understand that the review means the Claimant fraudulently and oppressively pursues debt claims which it knows have no merit. That was not my impression when I first read this review, and that impression was not changed by the Claimant’s submissions. This is because the hypothetical reasonable reader will understand that the reviewer is describing his experience of dealings with the Claimant in relation to a parking ticket he had received, which the reader will understand is a statement of fact. The reviewer says that the Claimant are fraudsters, which the hypothetical reasonable reader will understand to be the reviewer’s opinion of the Claimant based on his first-hand experience of dealings with the Claimant over a parking ticket which was more than double the amount owed.
164. Meaning: The natural and ordinary meaning of Review 13 is:  
  
BW Legal pursued the reviewer for a parking ticket which was more than double the amount owed. BW Legal said it did not care about this, and did not care whether the debt was legitimate or not. The reviewer had to pay it in full or the charges would soon be much higher. BW Legal are fraudsters.
165. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression

of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 14 (28 June 2021)

166. Words complained of:

“Beware of this Company. I had threatening letters and emails from them but it's a scam. I subsequently contacted the company they claimed to be acting for and even logged into my online account portal which served to confirm there is no outstanding debt due. I fear for people that may be vulnerable targets to this type of practice.”

167. Claimant’s meaning: Review 14 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues debt claims including against potentially vulnerable persons.

168. Defendant’s meaning: The statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant claimed a debt from the reviewer which the reviewer did not owe.
- c. The Claimant sent emails to the reviewer which were threatening.
- d. Others should beware of the Claimant company.
- e. The reviewer fears for people who may be vulnerable to the Claimant’s type of practice.

*Submissions*

169. The Claimant submitted that the central allegation in this review, ignored in the Defendant’s meaning, is that “it’s a scam” (i.e. a fraud). The fraud is that the Claimant is pursuing a debt which does not exist, a fact supposedly confirmed by “the company they claimed to be acting for” (emphasis added). The obvious implication of the word “claimed” is to impute that the Claimant does not, in fact, act for that company at all and, on that basis, must have falsified the claimed debt. This is made worse because the Claimant, according to the review, may be targeting vulnerable people. This allegation is factual and defamatory at common law.

170. The Defendant submitted that there is no basis for the suggestion that Review 14 would be understood to mean that the Claimant behaved “fraudulently”, which is a strained, artificial and inappropriately legalistic analysis. In any event, the ordinary reasonable reader would understand the allegation that the Claimant sent the reviewer “threatening letters and emails” in a lay, informal sense. Review 14 would be understood to be an expression of the reviewer’s opinions based upon their experience of their interactions with the Claimant.

*Conclusion*

171. The impression I noted down when I first read this review was that the reviewer says beware of the Claimant as the debts they claim are a fraud. He received threatening letters and emails, but when he logged onto his on-line account there was no debt due. He is concerned that people may be vulnerable to this type of practice.
172. The hypothetical reasonable reader will understand that the reviewer is warning people of the Claimant based on his own experience, which was that he received threatening letters and emails for a debt which was not owed. The reasonable reader will understand that the description of that experience is a statement of fact. The review describes this as a scam, which the reasonable reader of a consumer website will understand to mean fraud, and that is the reviewer's opinion of the claim made against them by the Claimant as set out in the review. The reviewer then goes on to express his own views, namely that he fears for people who may be vulnerable to this type of practice.
173. Meaning: The natural and ordinary meaning of Review 14 is:
- People should beware of BW Legal. BW Legal sent the reviewer threatening emails and letters for payment of a debt, but it was a fraud. The debt was not owed. The reviewer fears for people who may be vulnerable to this type of practice by BW Legal.
174. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 15 (28 June 2021)

175. Words complained of:

“These are harrasing me by email for a debt in the UK I live in the Republic of Ireland Drogheda and have done for the past 2 years . They have put UK address as one I've never heard of beware these are prolific fraudsters do not pay them a penny.”

176. Claimant's meaning: In its natural and ordinary meaning Review 15 bore the following meaning defamatory of the Claimant, namely that the Claimant is a prolific fraudster which knowingly pursues false claims for debts that do not exist and is guilty of harassment.
177. Defendant's meaning: In its natural and ordinary meaning, the statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant repeatedly chased the reviewer by email for a debt which was not owed.
  - c. The Claimant's emails had been harassing.

- d. The Claimant is a prolific fraudster.

*Submissions*

178. The Claimant submitted that it is common ground that this review conveys *Chase* level 1 allegations that the Claimant is a prolific fraudster and harasser. In each case the meaning which arises from the review is straightforwardly a factual one: the Claimant “are harassing me by email” and “are prolific fraudsters”.
179. The Defendant submitted that Review 15 makes no allegation at all concerning the Claimant’s state of mind, in pursuing the reviewer for the relevant debt. It is fanciful to suggest that the ordinary reasonable reader would conclude that the Claimant had “fraudulently” and knowingly pursued the relevant debt. That does not form part of what the reviewer in fact alleges in Review 15, and there is no warrant to suggest that the ordinary reader would adopt such an unreasonable interpretation of the reviewer’s words. Further, the ordinary reasonable reader would understand the allegation that the Claimant were “harassing” the reviewer in a lay, informal sense (i.e. “to trouble, worry, distress”).

*Conclusion*

180. The impression I formed when I read this review for the first time was that the reviewer is describing how he has been harassed by the Claimant, who he says are prolific fraudsters. The hypothetical reasonable reader will understand that, in the context of this consumer website, the reviewer is describing that the Claimant is pursuing him by email for a debt in the UK he does not owe, as he has lived in Ireland for the past two years. The reasonable reader will understand that the description in the review that “they are harassing me” is the reviewer’s opinion of the emails he is receiving from the Claimant in pursuit of a debt which is not owed.
181. The reviewer then tells others to beware of the Claimant, and describes them as “prolific fraudsters” which the hypothetical reasonable reader will understand to be the reviewer’s opinion of the Claimant based on the reviewer’s own experience of them. Further, I agree with the Defendant that the review does not contain any allegation as to the Claimant’s state of mind, nor does it contain any allegation that the Claimant knowingly pursues claims for false debts, and this does not form any part of the natural and ordinary meaning of the review.
182. Meaning: The natural and ordinary meaning of Review 15 is:
- The reviewer is being harassed by BW Legal, as he is being pursued by email for a debt which was not owed. People should beware of BW Legal, as they are prolific fraudsters.
183. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 16 (21 June 2021)

184. Words complained of:

“Beware! I recently agreed to repay a debt to...

I recently agreed to repay a debt to BW Legal. They offered a discount of around 50% which I agreed to. Was careful to thoroughly read online forms I was filling in and on last page they deceptively attempted to increase the agreed amount by over £200. I made sure I didn't agree to that and only agreed to the lower amount deal offered. It's now a month later and I have noticed they are now claiming I agreed to the higher amount. Despite the evidence of emails from them confirming the lower amount offer was accepted. I also noticed there was a (deliberate) mistake with the end date of the agreement what should of read 2021 instead it reads 0001. These mistakes I believe are intentional and possibly fraudulent. I would not encourage anyone to deal with this “company”.”

185. Claimant’s meaning: In its natural and ordinary meaning Review 16 bore the following meaning defamatory of the Claimant, namely that the Claimant dishonestly tricks debtors into repaying more than was agreed in settlement of debt claims against them.

186. Defendant’s meaning: In its natural and ordinary meaning, the statement complained of meant that:

- a. The Claimant are a 1-star company.
- b. The Claimant claimed that the reviewer had agreed to pay a higher amount in repayment of a debt.
- c. The Claimant’s behaviour was deceptive and possibly fraudulent.
- d. Others should beware of the Claimant company.

*Submissions*

187. The Claimant submitted that this review alleges as fact that the Claimant has designed its online form to deceive debtors into paying more than they agreed. Even though this deception was spotted and avoided by the author, the Claimant has still sought to maintain that the higher amount was owed and has done so in the face of evidence proving that the author only agreed to the lower amount. The Claimant also deliberately misdated the form (presumably for a similar nefarious purpose). Plainly that conduct is dishonest (a fact supported by the statement that this is “deliberate” and “deceptive” and likely amounts to fraud).

188. The Defendant submitted that the Claimant’s pleaded meaning is overly general and an inappropriate gloss on the words used (“dishonestly tricks debtors”). By contrast, Review 16 makes a specific allegation as to what the Claimant is alleged to have done (“they deceptively attempted to increase the agreed amount by over £200”), which

specificity should be reflected in the meaning which the review would convey to the ordinary reasonable reader.

*Conclusion*

189. I noted down my initial impression of this review in these terms. The reviewer says beware of the Claimant. He recently agreed to pay a debt with a 50% discount. Although he was careful with the on-line forms, the Claimant tried to deceive him into paying a larger amount of money than the deal he had agreed. Having paid and agreed everything in emails, the Claimant is now pursuing him for the larger amount, and the details in the agreement, such as the date are wrong. The reviewer thinks these errors by the Claimant are intentional or possibly fraudulent.
190. The hypothetical reasonable reader will understand that the reviewer is describing his experience of his dealings with the Claimant when he agreed to repay a debt for a discounted amount. The reasonable reader will understand that, in describing this experience, the reviewer has included his assessment of the Claimant's on-line form for agreeing re-payment of debts. The assessment that on the last page of the form "they deceptively attempted to increase the agreed amount by over £200" will be understood by the hypothetical reasonable reader to be an expression of the reviewer's opinion of the Claimant's form based on the facts set out by the reviewer in the review. Likewise, the reasonable reader will understand that the reviewer's belief that the Claimant's conduct is intentional, possibly fraudulent and others should beware of them, are all expressions of opinion derived from the reviewer's first-hand dealings with the Claimant. I agree with the Defendant that the Claimant's meaning is too wide and too general, and does not reflect what the ordinary reasonable reader of the Trustpilot Website to understand this review to mean.
191. Meaning: The natural and ordinary meaning of Review 16 is:
- The reviewer agreed to repay a debt to BW Legal for a discounted amount. In the on-line form BW Legal tried to deceive the reviewer into paying a larger amount of money than he had agreed to pay. The reviewer only agreed to pay the discounted amount, but BW Legal are now claiming he had agreed to pay a larger amount of money. BW Legal's conduct is intentional and possibly fraudulent, and people should beware of BW Legal.
192. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 17 (21 May 2021)

193. Words complained of:

"thieving con artists"



Basic con artists. Don't be fooled by the word legal in the title, they do not believe in things like evidence. just hound you and threaten you and ruin your credit until you're ready to jump off a bridge or pay them for a debt that never existed. worst of the worst scum bags. Tell you they are looking into it but just ignore and contact you a year later with the same threats of force. should be illegal to operate like that.”

194. Claimant's meaning: Review 17 bore the following meaning defamatory of the Claimant, namely that the Claimant is guilty of improper and fraudulent business practices in pursuing legal action irrespective of the merits with a view to harassing people until they pay monies to which BW Legal knows it is not entitled.
195. Defendant's meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant will hound people and threaten to ruin their credit score to force them to pay a debt which never existed, regardless of the evidence.
  - c. The Claimant behave like thieves.
  - d. The Claimant are scumbags, deserving of contempt.
  - e. It should be illegal to operate in the way in which the Claimant operate

### *Submissions*

196. The Claimant submitted that Review 17 uses the words “thieving con artists” to describe the Claimant, which permits of only one meaning. It alleges the Claimant will “hound you and threaten you and ruin your credit” to obtain payment of a debt, even to the point of driving people to suicide or payment of non-existent debts. More specifically, the review alleges that the Claimant will habitually make “threats of force”. These are factual allegations, of the utmost gravity.
197. The Defendant submitted that the Claimant's pleaded meaning is overly technical and inappropriately legalistic (“guilty of improper and fraudulent business practices”), in a way which does not reflect the lay, informal nature of the allegations made in Review 17. The ordinary reasonable reader would understand the allegation that the Claimant would “threaten you and ruin your credit” in a lay, informal sense. Further, Review 17 makes no allegation at all concerning the Claimant's state of mind, in pursuing the reviewer for the relevant debt. It is fanciful to suggest that the ordinary reasonable reader would conclude, based upon the reviewer's bare claim that the debt “never existed”, that the Claimant had knowingly pursued such a debt. That does not form part of what the reviewer in fact alleges in Review 17, and there is no warrant to suggest that the ordinary reader would adopt such an unreasonable interpretation of the reviewer's words.

*Conclusion*

198. The hypothetical reasonable reader will understand that the reviewer is recounting his experience of the Claimant in uninhibited terms, and that the reviewer has a poor view of the Claimant, which is also expressed in uninhibited terms. The reader will understand that the reviewer is exasperated by the Claimant's conduct, which the reader will understand to be the result of the reviewer having been continually chased, threatened and his credit being ruined over a debt which does not exist, which the Claimant has then failed to investigate and then started pursuing the reviewer again a year later. The contact a year later is said to be "with the same threats of force". However, the original threats set out in the review do not refer to threats of force, and the reasonable reader will understand that is part of the uninhibited language used by this reviewer, who is plainly very upset.
199. It is based on that experience the reasonable reader will understand that the reviewer is expressing their opinion of the Claimant as "thieving con artists" and "the worst of worst scum bags" and that it should be illegal for the Claimant to operate in the way that they do. The reasonable reader of this consumer website will understand "con artists" are fraudsters, and the reference to "worst of worst scumbags" is that BW Legal are truly awful in the conduct of their business of debt recovery.
200. The reasonable reader will not understand the review in the way that it has been re-cast in the Claimant's meaning. There is no allegation at all in the review about the Claimant's state of mind, and I agree with the Defendant that the Claimant's meaning does not reflect the lay, informal nature of the allegations, or the context in which those allegations have been made and read.
201. Meaning: The natural and ordinary meaning of Review 17 is:
- BW Legal are thieving fraudsters. They will continually chase you, threaten you, ruin your credit score and push you to a point of exasperation until you pay them for a debt which never existed. BW Legal will tell you that they are looking into it, but they do not do so and will pursue you a year later with the same threats. BW Legal are truly awful in the conduct of their business of debt recovery and the way they operate should be illegal.
202. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 18 (16 March 2021)

203. Words complained of:

"Go ahead and flag my review, I'm hoping that someone working for BW legal reads this anyway. They're a disgusting company run by parasites and anyone working for them clearly has no moral compass Received nonsensical threat of debt collection for a PCN which was successfully appealed years and then cancelled. I had never heard of BW Legal and have no idea where they came from as the PCN was settled years

ago with the original company (I believe the carpark has changed hands and got BW Legal as their new ‘legal representation’). Please do not fall victim to these scammers. We will happily let them carry on their threats and wasting their time trying to debt collect for the cancelled PCN. Absolutely vile praying on people during a pandemic which has caused so much financial struggle for so many. BW Legal, you should be ashamed of yourselves.”

204. Claimant’s meaning: Review 18 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently and oppressively pursues legal action in respect of debts that have already been settled.
205. Defendant’s meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant made a nonsensical threat of debt collection against a reviewer for a debt that was not owed.
  - c. The Claimant is a disgusting company, run by parasites who lack decency.
  - d. The Claimant are scammers who should be ashamed of themselves.

### *Submissions*

206. The Claimant submitted that this review alleges that the Claimant is pursuing a claim for debt in respect of a PCN which was successfully appealed and cancelled “years ago”. For this, the Claimant are said to be “scammers”, which clearly imputes fraud, and to have made “threats”. Although a number of statements adopt adjectival language (e.g. “vile”) this does not alter the fact that the underlying defamatory allegations are clearly factual.
207. The Defendant submitted that Review 18 would not be understood to mean that the Claimant behaved “fraudulently”, as this is strained and artificial and does not reflect the text or context of the review. The ordinary reasonable reader would understand the allegation that the Claimant issued a “nonsensical threat” or was “praying [sic] on people during a pandemic” in a lay, informal sense. Review 18 would be understood to be an expression of the reviewer’s opinions based upon their experience of their interactions with the Claimant.

### *Conclusion*

208. The impression I noted down when I first read this review was as follows. BW Legal are a disgusting company run by parasites. The reviewer had received a threat of debt collection for a parking fine, which did not make any sense as it had been successfully appealed and cancelled. BW Legal are fraudsters: do not fall victim to them. BW Legal are preying on people during the pandemic and they should be ashamed of themselves.
209. The hypothetical reasonable reader will understand that the reviewer is describing his own experience of the Claimant and what has happened to them. The reasonable reader will understand the description of BW Legal as “these scammers” to be that they are

fraudsters, as scam is an every day word for fraud. I do not agree with the Claimant that this is an allegation which is clearly factual. Rather, the reasonable reader will understand that this is an expression of the reviewer's opinion of the Claimant based on his own first-hand experience set out in the review. Likewise, the reasonable reader will understand the descriptions of the Claimant as a disgusting company run by parasites which has preyed on people during the pandemic to be expressions of the reviewer's opinions of the Claimant, based on his own experience.

210. Meaning: The natural and ordinary meaning of Review 18 is:

BW Legal threatened debt collection against the reviewer for a parking ticket. This did not make any sense as no debt was owed. The parking ticket had been successfully appealed and cancelled years ago. BW legal are fraudsters: do not fall victim to them. BW Legal are a disgusting company run by parasites who have preyed on people during the pandemic and should be ashamed of themselves.

211. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

Review 19 (5 February 2021)

212. Words complained of:

“The Debt Collectors Of Fake Debt (scare mongers)

This company peruses unjust, and unjustified sold debts for personal profit, living on the edge of white collar crime, this company will call you and bother you for debts that are legally not payable. Targeted and the fragile old granny using big long scary legal words, these people rip your wallet open using fear and legal terminology. My debt to IGo4, sold to an external debt collector is evidently unjust, not only from the correspondence specifically asking IGo4 NOT to renew my policy when i took it out you people seem to think its not your problem anymore as its a sold debt and its payable. NO, have some ethics about you and stop terrifying people into paying unjust debts that are not payable no matter how many times they have been sold. I am somewhat exited to present my self in court to defend my self with the solid evidence i have of renewal without consent, as how can a debt accrue when the debtor does not give consent to the spending of his or her money. Igo4 (wise driving) cannot force me to renew my policy, neither can you or any other law firm. I did not consent for the policy to be renewed and i have no legal obligation to renew and i have no legal obligation to prove anything other than my specific words when i took on the policy, I do not wish to renew as i am moving to France, this is both on my office call recording and the call recording of Igo4 LTD (wise driving) as do i have no obligation to prove this to anyone other than a court.

Should this matter be taken to court i will enjoy defending my self in a bid to stop scare mongers like you reaching into peoples pockets with your big legal phrases and your fake persona.

If i have so much as one bad credit reference, or one registered violation of credit from you or any other agency alike, i will take it upon my self to peruse ultimate legal action.

Scare Mongering Debt Frauds Like you need to be stopped as i know plenty of people who have fallen pray to your predatory ways.

You and each one of your employees, should be ashamed of your methods and ashamed of the damage to society you cause at times like this, you disgust me and i cant wait to display my evidence to the court and then peruse a charge for my time and services, a claim for mental and social anxiety caused by the constant none consented cold calling and pursuance of a none just debt, day and night. I will simply tell the court how trapped and dark your methods made me feel and that i must have compensation for my emotional trauma caused by your methods and by the feeling of being cornered.

(two can play this game)”

213. Claimant’s meaning: Review 19 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently pursues claims for fake debts and intimidates vulnerable people into paying them monies they do not owe.
214. Defendant’s meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant pursues unjust and unjustified sold debts for personal profit, living on the edge of white collar crime.
  - c. The Claimant pursued the reviewer for a debt which was not owed.
  - d. The Claimant are predators who engage in scare-mongering tactics and act in an unethical manner.

### *Submissions*

215. The Claimant submitted that this review purports to describe the Claimant’s modus operandi: “scaremongering debt fraud” targeting vulnerable people (the “fragile old granny”) to pursue legally unenforceable debts. These ‘facts’ are presented as flowing from the author’s own personal experience. The Claimant points out that this is a very long post, and “scaremongering” is repeated in respect of false and unjustified debts. The alleged conduct is said to be habitual. Plainly such conduct is oppressive and the reasonable reader would also understand the conduct described to be fraudulent.

216. The Defendant submitted that the ordinary reasonable reader would not understand Review 19 to mean that the Claimant behaved “fraudulently”. The description of the Claimant, in Review 19, as “Scare Mongering Debt Frauds ” would be understood by the ordinary reasonable reader in a lay, informal sense – rather than as a formal allegation of fraudulent conduct, and an expression of the reviewer’s opinion.

### *Conclusion*

217. The impression that I noted down when I first read this review was that BW Legal pursues fake debts, has targeted vulnerable people using long intimidating legal words, which frightens them and forces them to pay up. The reviewer then sets out his own experience in which he has been pursued for a debt he does not owe, which had been sold to an external debt collector. The reviewer explains why there is no debt, and says that he is looking forward to appearing in court to defend himself. The reviewer describes the Claimant as “scare mongers” who use intimidating tactics to frighten people to pay money as the debts are false. The reviewer says that these methods and constant cold calling for a debt he does not owe have left him feeling trapped and cornered, have caused him to suffer mental anxiety and emotional trauma and he will ask the court for compensation.
218. The hypothetical reasonable reader of the Trustpilot Website would understand the reviewer to be setting out his personal experience of the Claimant and, based on that first-hand experience, to be setting out his opinions of the Claimant and the methods they use to pursue payments of debts. The reasonable reader will understand that the description of the Claimant as “scare mongers”, both in the heading and the text of the review, and “Scare Mongering Debt Frauds like you” to be the reviewer’s opinion of the Claimant based on the Claimant’s methods described in the review, ie “fear and legal terminology” and “constant non consented cold calling”. I agree with the Defendant that the ordinary reasonable reader will not classify that conduct by the Claimant as “fraudulent”.
219. Meaning: The natural and ordinary meaning of Review 19 is:
- BW Legal pursues people for debts that are not legally payable. BW Legal target vulnerable people and use scare-mongering tactics to get people to pay money they do not owe by frightening them and intimidating them with legal terminology. BW Legal pursued the reviewer for a debt he did not owe. The reviewer was subject to constant cold calling and pursuit of the debt day and night and he has suffered mental anxiety and emotional trauma as a result of BW Legal’s conduct.
220. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passages which are underlined which are an expression of opinion. As for the underlined passages, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

### Review 20 (21 January 2021)

221. Words complained of:

“Absolute fraud. I've received a letter claiming I owe them a debt originally belonging to TalkTalk which I definitely don't. My partner also received a similar letter, to our address claiming she also owes money to TalkTalk but the two balance's stated on both letters are totally different with two different account numbers to the same address. FRAUD FRAUD FRAUD”

222. Claimant's meaning: Review 20 bore the following meaning defamatory of the Claimant, namely that the Claimant fraudulently pursues legal action in respect of debts it knows do not exist.
223. Defendant's meaning: The statement complained of meant that:
- a. The Claimant are a 1-star company.
  - b. The Claimant sent a letter to the reviewer, claiming that he owed a debt to TalkTalk, which the reviewer does not owe.
  - c. The Claimant sent a similar letter to the reviewer's partner.
  - d. The Claimant's behaviour amounts to fraud.

### *Submissions*

224. The Claimant submitted that the allegation of fraud (indeed “absolute fraud”) is plain and made expressly on four occasions. The conduct described plainly is fraudulent, because the only apparent explanation for the two letters with different balances and account numbers is that the debts being claimed have been falsified.
225. The Defendant submitted that there is no basis for the suggestion that Review 20 would be understood to mean that the Claimant behaved “fraudulently”. The use of the word “fraud” in Review 20 would be understood by the ordinary reasonable reader in a lay, informal sense – rather than as a formal allegation of fraudulent conduct, and is an expression of the reviewer's opinion about the Claimant's behaviour. Review 20 makes no allegation at all concerning the Claimant's state of mind, in pursuing the reviewer for the relevant debt. Review 20 would be understood to be an expression of the reviewer's opinions based upon their experience of their interactions with the Claimant.

### *Conclusion*

226. The hypothetical reasonable reader will understand that that reviewer is setting out his experience, and that of his partner, of the Claimant. They have both received letters claiming that they owe money to TalkTalk, which they do not. Further, the letters were sent to the same address, but the balances in the letters are totally different, as are the account numbers. The reasonable reader of the Trustpilot Website will understand that the reference to “Absolute fraud” and “FRAUD FRAUD FRAUD” are expressions of the reviewer's opinions based on the facts set out in the review.
227. Meaning: The natural and ordinary meaning of Review 20 is:

BW Legal sent a letter to the reviewer claiming he owed a debt to TalkTalk, which is not owed. His partner was sent a similar letter to the same address, but the balances and account details do not match. This is fraud by BW Legal.

228. This meaning is defamatory of the Claimant at common law. The statement complained of is a statement of fact, save for the passage which is underlined which is an expression of opinion, the basis of which is indicated. As for the underlined passage, the statement complained of indicated, whether in general or specific terms, the basis of the opinion.

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