

Sanction: Decision by Ofcom

Sanction: to be imposed on Word Network Operating Company Inc

For material broadcast on The Word Network on 9 May 2023 and 10 May 2023.

**Ofcom’s Sanction Decision
against:**

Word Network Operating Company Inc (“The Word Network” or the “Licensee”) in respect of its service **The Word Network** (TLCS104161BA).

For:

Breaches of the Ofcom Broadcasting Code (“the Code”)¹ in respect of:

Rule 2.1: “Generally accepted standards must be applied to the contents of television and radio services so as to provide adequate protection for members of the public from the inclusion in such services of harmful and/or offensive material”;

Rule 4.6: “Religious programmes must not improperly exploit the susceptibilities of the audience”; and

Rule 9.4: “Products, services and trade marks must not be promoted in programming”.

Ofcom’s Decision:

To direct the Licensee not to repeat the programme;

To direct the Licensee to broadcast a statement of Ofcom’s findings on a date and in a form to be determined by Ofcom; and

To impose a financial penalty (payable to HM Paymaster General) of **£150,000**.

¹ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0005/100103/broadcast-code-april-2017.pdf.

Executive Summary

1. The Word Network is a religious channel aimed at the Christian community and available on satellite subscription services. The Ofcom licence (“the Licence”) for this service is held by Word Network Operating Company Inc. The Licensee does not currently hold any other broadcasting licence.
2. Condition 6 of the Licence requires the Licensee to ensure compliance with Ofcom’s Broadcasting Code.
3. Peter Popoff is a televangelist who presents the *Peter Popoff Ministries* series of programmes with his wife Elizabeth Popoff. These programmes include footage from Mr Popoff’s religious ministry services, held at various locations in the United States, and occasions when Peter Popoff and his wife address viewers directly from a studio.
4. During monitoring, Ofcom identified two episodes of *Peter Popoff Ministries*, on 9 May 2023 and 10 May 2023 (the “Programmes”), that contained frequent oral and visual invitations to order the ministry’s “Miracle Spring Water”. This could be done by calling a US or UK telephone number or scanning a QR code. The numbers and QR Code were displayed on screen for the majority of the Programmes, alongside the text “CALL OR TEXT FOR YOUR FREE MIRACLE SPRING WATER”. Details of Peter Popoff’s website and Facebook page were also shown. Towards the end of each episode the ministry’s US postal address also appeared on screen alongside this information.
5. When inviting viewers to order the “Miracle Spring Water”, Peter Popoff made several claims about its efficacy. These were broadcast alongside testimonies from Mr Popoff’s congregation and viewers about the effect of the water. The testimonials included direct or strongly implied claims that direct contact with Peter Popoff or using the “Miracle Spring Water” had cured congregation members’ and viewers’ loved ones of serious illnesses, including lung cancer and diabetes; improved their financial situation; or brought about their recovery from an addiction to drugs.

The Breach Decision

6. In Ofcom’s Breach Decision² published on 4 December 2023 in Issue 487 of the Broadcast and On Demand Bulletin, Ofcom found that material in the Programmes breached Rules 2.1, 4.6 and 9.4 of the Code.
7. The Breach Decision set out the reasoning as to why the material had breached each rule.
8. The Breach Decision put the Licensee on notice that Ofcom considered the breaches were serious and would be considered for the imposition of a statutory sanction.

The Sanction Decision

9. In accordance with Ofcom’s procedures for the consideration of statutory sanctions in breaches of broadcast licences (the “Sanctions Procedures”)³, Ofcom considered whether the

² Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0025/272572/Peter-Popoff,-The-Word-Network,-9-and-10-May-Decision.pdf.

³ Available at:

https://www.ofcom.org.uk/data/assets/pdf_file/0030/71967/Procedures_for_consideration.pdf.

Code breaches were serious, deliberate, repeated and/or reckless so as to warrant the imposition of a sanction on the Licensee in this case.

10. Ofcom’s Preliminary View (“the Sanction Preliminary View”) was that Ofcom was minded to impose a statutory sanction on the Licensee. The Sanction Preliminary View took into account representations that The Word Network made in advance of the Breach Decision. Ofcom sent a copy of the Sanction Preliminary View to the Licensee on 14 June 2024 and gave it the opportunity to provide written and oral representations. The Licensee provided written representations, which were submitted in four parts between 30 July 2024 and 7 October 2024 and are summarised in paragraphs 45 to 64.
11. Having considered these representations, Ofcom has reached the decision that a sanction is merited for the reasons set out in paragraphs 66 to 80 below.
12. Ofcom’s Sanction Decision is that the appropriate sanction is to:
 - i. direct the Licensee not to repeat the programme;
 - ii. direct the Licensee to broadcast a statement of Ofcom’s findings on a date and in a form to be determined by Ofcom; and
 - iii. impose a financial penalty of **£150,000**.
13. This document sets out the basis for Ofcom’s Sanction Decision, taking into account all the relevant material in this case and Ofcom’s Penalty Guidelines (“the Penalty Guidelines”)⁴.

Legal Framework

Communications Act 2003

14. Ofcom’s principal duty, set out in section 3(1) of the Communications Act 2003 (the “Act”), is to further the interests of citizens in relation to communications matters and the interests of consumers in relevant markets. In carrying out its functions, Ofcom is required to secure a number of other matters. These include the application, in the case of all television and radio services, of standards that provide adequate protection to members of the public from the inclusion of offensive and harmful material in such services (section 3(2)(e)).
15. Ofcom has a specific duty under section 319(1) of the Act to set such standards for the content of programmes in television and radio services as appears to it best calculated to secure the standards objectives set out in section 319(2).
16. Section 319(2)(e) requires that the proper degree of responsibility is exercised with respect to the content of programmes which are religious programmes. This requirement is reflected in Section Four of the Code. Section 319(2)(f) requires that generally accepted standards are applied to the contents of television and radio services so as to provide adequate protection for members of the public from the inclusion in such services of offensive and harmful material. These requirements are reflected in Sections Two and Nine of the Code.
17. In performing these duties, Ofcom is required to have regard to the principles under which regulatory activities should be transparent, accountable, proportionate, consistent and targeted only at cases in which action is needed, and any other principles representing best regulatory practice (section 3(3)); and, where relevant, to have regard to a number of other

⁴ Available at: <https://www.ofcom.org.uk/about-ofcom/corporate-policies/penalty-guidelines>

considerations including the need to secure that the application in the case of television and radio services of standards relating to harm and offence is in the manner that best guarantees an appropriate level of freedom of expression (section 3(4)(g)).

Human Rights Act 1998

18. Under section 6 of the Human Rights Act 1998, Ofcom (as a public authority) has a duty to ensure that it does not act in a way which is incompatible with the European Convention on Human Rights (the “Convention”). In particular, in the context of this case, Ofcom has taken account of the related rights under Article 9 and Article 10 of the Convention.
19. Article 9 of the Convention provides for the right to freedom of thought, conscience and religion, which includes the right to manifest one’s religion or belief in worship, teaching, practice and observance (Article 9(1)). This Article makes clear that “freedom to manifest one’s religion or beliefs shall be subject only to such limitations as are prescribed by law and are necessary in a democratic society in the interest of public safety, for the protection of public order, health or morals, or for the protection of rights and freedoms of others” (Article 9(2)).
20. Article 10 of the Convention provides for the right to freedom of expression. Applied to broadcasting, this right encompasses the broadcaster’s freedom to impart and the audience’s freedom to receive information and ideas without interference by a public authority and regardless of frontiers (Article 10(1)). The exercise of these freedoms may be subject only to conditions and restrictions which are “prescribed by law and are necessary in a democratic society for, among other things, the protection of health or morals or the protection of the reputation or rights of others” (Article 10(2)).
21. Ofcom must exercise its duties in light of these rights. Any interference must be prescribed by law, pursue a legitimate aim and be necessary in a democratic society (i.e. proportionate to the legitimate aim pursued and corresponding to a pressing social need).

Equality Act 2010

22. Under Section 149 of the Equality Act 2010, in the exercise of its functions, Ofcom must also have due regard to the need to eliminate unlawful discrimination, to advance equality of opportunity and to foster good relations between persons who share a relevant protected characteristic, such as (but not limited to) religion, and persons who do not share it.

The Ofcom Broadcasting Code

23. Standards set by Ofcom in accordance with section 319 of the Act are set out in the Code.⁵
24. Accompanying Guidance Notes⁶ to each section of the Code are published and from time to time updated on the Ofcom website. The Guidance Notes are non-binding but assist broadcasters to interpret and apply the Code.
25. The relevant Code rules in this case are set out in full at the beginning of this Sanction Decision.

⁵ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0005/100103/broadcast-code-april-2017.pdf.

⁶ Available at: <https://www.ofcom.org.uk/tv-radio-and-on-demand/broadcast-standards/programme-guidance/>.

Remedial action and penalties

26. Under section 325 of the Act, a licence for a programme service issued by Ofcom under the Broadcasting Act 1990 or 1996 must include conditions for securing that the standards set under section 319 are observed by the licensee. In the case of a television licensable content service ("TLCS") licence, Condition 6 of the licence requires the licensee to ensure that provisions of any Code made under section 319 are complied with. The Licensee holds a TLCS licence (TLCS104161BA).
27. Where Ofcom has identified that a condition of a TLCS licence has been contravened, its powers to take action are set out in sections 236 to 239 of the Act insofar as relevant to the case.
28. Section 236 of the Act provides Ofcom with the power to direct the holder of a TLCS licence to broadcast a correction or a statement of Ofcom's findings (or both), and/or not to repeat a programme which was in contravention of a licence condition.
29. Section 237 of the Act provides Ofcom with the power to impose a financial penalty on the holder of a TLCS licence. The maximum penalty which may be imposed in respect of each contravention of a licence condition is whichever is the greater of £250,000 and 5 per cent of the Qualifying Revenue from the licensed service for the licensee's last complete accounting period falling within the period for which its licence has been in force.
30. Section 238 of the Act provides Ofcom with the power to revoke a TLCS licence where a licensee is in contravention of a condition of a TLCS licence or direction thereunder, and Ofcom is satisfied that it is necessary in the public interest to revoke the licence.

Background – The Breach Decision

31. In the Breach Decision, Ofcom found that the material in the Programmes broadcast by the Licensee on The Word Network breached Rules 2.1, 4.6 and 9.4 of the Code. The Breach Decision set out the full reasons for each of these breach findings, which are summarised below.
32. The Breach Decision related to two episodes of *Peter Popoff Ministries* that Ofcom identified through monitoring. The Programmes contained frequent oral and visual invitations to order the ministry's "Miracle Spring Water". Viewers could call a US or UK telephone number or scan a QR code. The telephone numbers and QR code were displayed on screen for the majority of the Programmes, alongside the text "CALL OR TEXT FOR YOUR FREE MIRACLE SPRING WATER". Details of Peter Popoff's website and Facebook page were also shown. Towards the end of each episode, the ministry's US postal address also appeared on screen alongside this information.
33. The Breach Decision noted that the Programmes included testimonies which comprised people explaining how, through contact with Peter Popoff Ministries or through pouring the "Miracle Spring Water" over their hands, they brought about:
 - their loved ones' recovery from illnesses (such as lung cancer, diabetes and intestinal disease);
 - improvement to their financial situation (such as the receipt of a new home or employment opportunity or large sum of money – \$64,000 in one instance); or
 - their recovery from an addiction to drugs.
34. The Breach Decision included the following testimonies:

- A member of Peter Popoff's congregation said that her daughter was sick as *"there was something wrong with her intestine"*; despite taking her to several hospitals, doctors couldn't figure out what the problem was; and after receiving the "Miracle Spring Water" her daughter was healed.
 - A second woman said to Mr Popoff that *"you sent me the spring water and I don't have diabetes, cholesterol, high blood pressure."* She also said that she received \$30,000 to renovate her home and open a business.
 - A third woman explained how her grandmother had been diagnosed with stage four lung cancer and was *"wasting away"*. The woman claimed that after writing to Peter Popoff Ministries, her grandmother is now *"dancing and she's running up and down"*.
 - The presenter informed viewers that another member of the congregation had been *"addicted to drugs"* from the age of 14 and that he had been smoking for 44 years. The presenter asked, *"And what happened?"* after having direct contact with Peter Popoff Ministries. The member explained that he had been *"delivered"* and *"not touched drugs since last year of May"*, and that he was also *"delivered"* from his student loan debt as it had been cancelled.
35. The Breach Decision noted that Mr Popoff repeated and/or clarified the claims made by these participants (e.g. *"Did you hear that? You mean God took care...after you used the Miracle Spring Water"*).
36. Ofcom's Guidance Notes⁷ on Section Two of the Code highlight the following as primary factors that would influence the level of harm that could arise from health or wealth claims: the severity of the situation (e.g. a life-threatening illness), the level of targeted exploitation (e.g. the vulnerability of the audience), and the authority of the speaker. As detailed below, Ofcom considered that all of these factors were relevant in this case.
37. In relation to Rule 2.1, Ofcom first assessed the potential for harm. The Programmes included testimonies which included people explaining how, through contact with the "Miracle Spring Water" provided to them by Peter Popoff Ministries, they or their loved ones had been cured of intestinal disease, stage four lung cancer, improved their financial situation and brought about their recovery from an addiction to drugs. Ofcom considered that these claims related to viewers' health and wealth and such claims had the potential to cause harm. In Ofcom's view, viewers were likely to have understood from the testimonies broadcast in the Programmes that serious medical conditions and financial problems could be resolved by direct contact with Peter Popoff's Ministry by using the "Miracle Spring Water". Ofcom also took into account that viewers who have a personal experience of serious health or financial issues may have an increased vulnerability to such claims.
38. In the case of health issues, Ofcom considered that the audience might be led to believe that it was unnecessary to rely on, or continue receiving, conventional medical treatment in favour of the "Miracle Spring Water", where this could have a damaging effect on the health of viewers.
39. Ofcom considered the references to "supernatural miracle money" and testimonies from people who said they had received money may have resonated with a significant number of vulnerable viewers, particularly in light of the current rise in the cost of living. In Ofcom's view, the combination of testimonies and Peter Popoff's promise of money from using the "Miracle

⁷ The relevant extract is on pages 2 to 4 of the Section Two Guidance:
<https://www.ofcom.org.uk/siteassets/resources/documents/tv-radio-and-on-demand/broadcast-guidance/programme-guidance/broadcast-c ode-guidance/section-2-guidance-notes.pdf?v=322622>.

Spring Water” may have resulted in financial detriment as it could have led viewers to believe that their financial difficulties could be resolved by the “Miracle Spring Water” alone, dissuading them from taking other steps to address those difficulties.

40. Ofcom took into account that all primary factors affecting the level of harm listed in its Guidance Notes on Section Two of the Code were present in the Programmes. It considered therefore that the risk of harm to viewers was high.
41. Ofcom therefore examined whether the Licensee had taken steps to provide adequate protection to viewers. The guidance on Section Two of the Code highlights how the inclusion of an alternative perspective or a warning (e.g. one that advises audience members to consult a qualified doctor before making decisions based on a programme) can be used by broadcasters to protect viewers from potential harm. However, the Programmes contained no information that highlighted the importance of seeking professional advice, e.g. health advice from qualified medical professionals, or financial advice from independent financial advisors, nor did it feature any challenge or any other form of context to the claims of efficacy made about the “Miracle Spring Water” in the Programmes. Therefore, Ofcom did not consider the Licensee had provided adequate protection for viewers from the potentially harmful content in the Programmes. It accordingly decided that the material breached Rule 2.1.
42. In relation to Rule 4.6, the Programmes contained repeated statements and testimonials that improvements to people’s health or wealth had occurred, or would take place, directly as a result of ordering and using the “Miracle Spring Water” or contacting Peter Popoff Ministries, without offering any objectively verifiable evidence. Given the religious nature of the Programmes and that viewers were likely to consider Mr Popoff as a religious person with authority, Ofcom considered that vulnerable viewers in particular were less likely to question the content and, as such, were susceptible to the unchallenged claims made in the Programmes. Consequently, Ofcom concluded that the Programmes specifically targeted susceptible viewers and that there was a material risk that these members of the audience had been improperly exploited. Ofcom therefore decided that the material breached Rule 4.6.
43. As stated, the Programmes contained frequent on-screen and oral invitations to order “Miracle Spring Water” in the context of promoting Peter Popoff Ministries. Additionally, the featured testimonials and the language used to describe the water’s effectiveness (e.g. *“everything that you touch is going to prosper”*) served to encourage viewers to place an order. Rule 9.4 prohibits the promotion in programmes of products and services, irrespective of whether they are offered in return for payment or not. On that basis, Ofcom considered that the Programmes promoted a product – the “Miracle Spring Water” – and that therefore Rule 9.4 was breached.
44. Ofcom stated in the Breach Decision that the contraventions of Rules 2.1, 4.6 and 9.4 of the Code were serious and were therefore being considered for statutory sanction.

Licensee’s representations

45. In accordance with the Sanctions Procedures, Ofcom provided the Licensee with its Sanction Preliminary View and the opportunity to make written and oral representations. The Licensee provided written representations, which are summarised below.

General comments

46. The Word Network said that, as it operates from a different jurisdiction, it initially had a limited understanding of Ofcom’s concerns. However, it wished to work with Ofcom and had taken steps towards achieving compliance (see Remedial Steps section set out in paragraphs 57 to 62 below).

47. The Licensee explained that the channel's audience is predominantly in the US, where there is a broad market for Christian channels and that its religious programming seeks to meet the needs of diverse Christian communities.

Potential harm

48. The Word Network recognised and respected the concerns raised by Ofcom in relation to potentially harmful claims in the Programmes. However, notwithstanding its desire to work towards compliance, The Word Network submitted that its audience understands that the "Miracle Spring Water" is not a treatment or cure (and should not be consumed) but is intended to be used symbolically as a tool to assist in the expression of faith through prayer.
49. The Licensee argued that Peter Popoff's audience understood the distinction between medical treatment and the use of the "Miracle Spring Water". It therefore took the view that the testimonies in the Programmes did not imply that medical intervention should be avoided or that reliance on a token of faith (such as the "Miracle Spring Water") should be understood as a substitute for medical care.
50. Similarly, The Word Network believed that viewers were unlikely to infer from the testimonies that not ordering the "Miracle Spring Water" would result in a negative outcome. It said that it was not aware of any examples in the testimonies that suggested this, and that it had not received any complaints that harm was caused by the use of, or reliance on, the "Miracle Spring Water".

Deliberate or reckless contravention

51. The Word Network said it accepted its responsibilities as an Ofcom licensee but submitted that it had no creative or editorial input into Peter Popoff's programmes.
52. The Licensee explained that it was not aware of previous investigations and sanctions in relation to Peter Popoff's programmes broadcast on UK services and initially attributed Ofcom's concerns to a matter of cultural or market difference. However, it added that it later recognised the legal framework that formed the basis of the Sanction Preliminary View.
53. In light of the above, The Word Network did not consider the contraventions were reckless or deliberate.

Financial gain

54. The Word Network said it was paid a contractual fee by Peter Popoff for the broadcast of the Programmes but was "otherwise not involved in, or incentivised by, any aspect of the contents of Mr Popoff's programmes", which it considered was made clear from the introductory wording at the opening of the programmes.
55. Despite multiple requests by Ofcom during its investigation, the Licensee did not provide details of the contractual arrangements relating to the broadcast of the Programmes. However, the Licensee did provide a copy of the contractual arrangement following a Direction issued by Ofcom to do so on 30 August 2024. The Licensee noted that the total revenue charged under the contracts with respect to the two episodes of *Peter Popoff Ministries* broadcast on 9 and 10 May 2023 was ₤ [REDACTED].
56. The Word Network submitted that it did not benefit financially as a result of the breaches identified by Ofcom.

Remedial steps

57. On 30 July 2024, in its initial representations on the Sanction Preliminary View, The Word Network said that it now recognised the risk of further breaches if it was unable to ensure compliance in future broadcasts. It added it had been working with Peter Popoff Ministries to address the potentially non-compliant aspects of the series and a number of changes had been made as a result of these negotiations. It explained that references to “Miracle Spring Water” had been reduced and a different object had been introduced as the “point of contact” by reference to a clearer biblical story.
58. The Word Network added that, in May 2023, it removed the Programmes complained of in light of Ofcom’s concerns, and said that it had informed Ofcom of this on 1 August 2023.⁸
59. In later representations submitted on 21 August 2024, the Licensee stressed it had sought to reach an “acceptable position” in this matter in good time before the submission of its initial representations on 30 July 2024. However, it had since then taken the decision to give notice of termination of the contract relating to the *Peter Popoff Ministries* series and, as a result, the series would no longer be broadcast by The Word Network in the UK “from the short notice period”.
60. On 13 September 2024, the Licensee explained that the UK broadcasts of *Peter Popoff Ministries* series on The Word Network were initially scheduled to conclude on 6 September 2024. However, it said that as a result of a delay, the final programme would be broadcast “in under 4 weeks and as soon as possible”.
61. On 8 October 2024, the Licensee confirmed that, as of 7 October 2024, *Peter Popoff Ministries* was no longer being broadcast in the United Kingdom on The Word Network. It explained that it had hoped to implement more quickly the restriction of the broadcast of *Peter Popoff Ministries* in the UK, but the process was delayed when developing and integrating new software into its broadcast system. The new software enabled The Word Network to selectively block particular regions from receiving specific content broadcast on the global feed. It said this upgrade was necessary due to the nature of The Word Network’s broadcasting model, which utilised a single global feed distributed across multiple regions.
62. The Word Network said it greatly appreciated Ofcom’s understanding while these technical adjustments were being made and confirmed that the changes had been successfully implemented.

Preliminary View on Financial Penalty

63. Ofcom’s Sanction Preliminary View was that a financial penalty would be appropriate in this case. The Word Network considered that the financial penalty proposed was unusual and disproportionate and referred to the precedents cited by Ofcom (see paragraphs 121 to 124).
64. Citing its sincere efforts to ensure that a fully compliant outcome is reached, The Word Network requested that, when reaching a final decision, Ofcom give due regard to the “conclusive outcome which it achieved as closely as possible to the date by which Ofcom required written representations”.

Ofcom’s decision to impose a statutory sanction

65. As set out in paragraph 1.13 of the Sanctions Procedures, the imposition of a sanction against a broadcaster is a serious matter. Ofcom may, following due process, impose a sanction if it

⁸ Ofcom did not receive this communication from the Licensee.

considers that a broadcaster has seriously, deliberately, repeatedly or recklessly breached a relevant requirement.

Serious nature of the breaches

66. In accordance with the requirements set in paragraphs 18 to 21, Ofcom had regard to Articles 9 and 10 of the Convention when reaching a decision on whether to impose a statutory sanction, including whether the breaches in this case were serious. Ofcom must balance the audience's rights under the Convention with its primary responsibility to protect audiences from harmful content. In this case, Ofcom took into account that many people find comfort and solace from prayer or a belief in faith healing when ill or encountering personal difficulties. However, we also considered that viewers that are experiencing such circumstances may also be particularly vulnerable.
67. As noted in the Breach Decision, in 2017, Ofcom commissioned research⁹ into audience attitudes towards health and wealth claims in programmes, and the potential harms that may arise from them. Ofcom subsequently issued a Note to Broadcasters¹⁰ and updated its guidance on Rule 2.1 to reflect the findings of the research. Both the Note and the guidance highlight the research findings that there is a hierarchy of factors that can affect the level of harm arising from such claims. Primary factors include the severity of the situation (e.g. a life-threatening illness or extreme financial hardship), the level of targeted exploitation (i.e. the vulnerability of the audience) and the authority of the speaker. These are factors that Ofcom took into account when reaching the Breach Decision. They are also relevant to Ofcom's consideration of the seriousness of the breaches.
68. Ofcom considered these breaches were serious because, as set out in paragraphs 33 and 36 to 43, the Programmes featured numerous unambiguous claims that serious illnesses could be cured through either contact with Mr Popoff, or by using the ministry's "Miracle Spring Water". This may have persuaded vulnerable viewers with similar conditions to abandon or not seek conventional treatment which, in turn, could cause significant harm to them. In addition, the promise of money could lead viewers to believe their financial difficulties could be resolved by the "Miracle Spring Water" alone, preventing them from taking other steps to address those difficulties and therefore exposing them to the risk of significant harm. Ofcom considers the potential harm arising from these unchallenged and unsubstantiated statements to be particularly serious given that they related to viewers' health and wealth.
69. Secondly, given the religious nature of the Programmes, and that viewers were likely to consider Mr Popoff as a religious person with authority, we considered there was an increased risk that viewers, in particular vulnerable viewers, would be susceptible to these claims about the effectiveness of the "Miracle Spring Water".
70. Thirdly, the likelihood of harm to viewers was increased significantly by the Programmes' frequent promotion of the "Miracle Spring Water".
71. In reaching a decision that the breaches were serious, Ofcom took into account the Licensee's representations that its audience has a "particular understanding" of Mr Popoff's "Miracle Spring Water", which included the recognition that the water itself is not a treatment or cure, and is understood to be a tool that assists in the expression of faith through prayer. The Word Network submitted that its audience would have understood the distinction between medical

⁹ Available at: <https://www.ofcom.org.uk/research-and-data/tv-radio-and-on-demand/attitudes-to-potential-harm>.

¹⁰ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0014/105611/Issue-334-of-Ofcoms-Broadcast-and-On-Demand-Bulletin.pdf.

care and the use of “Miracle Spring Water” as a token of faith, adding that this was demonstrated by the testimonies in the Programmes which referenced individuals’ efforts to focus on their faith and desist from harmful conduct (e.g. drug taking).

72. Ofcom considered that, while some viewers may have understood the use of “Miracle Spring Water” as a token of faith, the unambiguous statements made by a figure of authority meant that some audience members may have taken the claims made in the Programmes at face value and therefore may have been harmed in relation to their health and wealth, which we consider to be serious.

Deliberate and/or reckless nature of the breaches

73. In its representations on the Breach Decision, the Licensee argued that Peter Popoff had been presenting these programmes for many years “without issue”.

74. Ofcom took into account the Licensee’s representations on the Sanction Preliminary View, in which it submitted:

- i. the Word Network channel’s audience is predominantly US based and as such, its programming seeks to reflect Christian communities in this jurisdiction;
- ii. that although it had said that it had no creative or editorial input into the *Peter Popoff Ministries* series, it accepted its responsibilities as an Ofcom licensee; and
- iii. it was not aware of any previous investigations and sanctions in relation to Peter Popoff’s programmes broadcast in the UK (see below) as it had “broadcast the series in the US for several years without regulatory challenge”. The Licensee had therefore initially attributed Ofcom’s concerns to a matter of cultural or market difference. However, it now recognised the legal framework on which basis the Preliminary View had been reached.

75. As an Ofcom licensee, The Word Network is required to ensure the content it broadcasts on its UK service complies with the Code, irrespective of the jurisdiction in which it is physically located.

76. Ofcom has previously published decisions finding a number of broadcasters in breach of the Code for broadcasting programmes featuring Peter Popoff promoting “Miracle Spring Water” or “Miracle Manna”. In 2019, Ofcom imposed a financial penalty on another broadcaster for the transmission of similar content featuring Mr Popoff, as set out below in paragraph 122. Additionally, in 2022, Ofcom imposed a financial penalty on another broadcaster for the transmission of similar content that did not feature Peter Popoff but raised very similar Code issues, as set out below in paragraph 121.

77. Ofcom therefore considered that senior management ought to have understood and anticipated the potential issues raised under the Code by the broadcast of the Programmes on an Ofcom-licensed service.

78. While Ofcom considered that the breaches represented a particularly serious failure of compliance, we concluded that the breaches in this case did not go so far as to constitute a deliberate or reckless act by the Licensee.

Repeated nature of the breaches

79. Ofcom took into account that this was the first instance of the Licensee being found in breach of Rules 2.1, 4.6 and 9.4 for the broadcast of programmes featuring Peter Popoff promoting “Miracle Spring Water”. Ofcom therefore concluded that the Breach Decision did not amount to a repeated breach of the Code.

Imposition of sanction

80. In view of the factors set out above, Ofcom considered that the breaches were serious and so warranted the imposition of a statutory sanction. The following paragraphs set out the enforcement action considered and the sanction Ofcom has decided to impose.

Imposition of sanctions other than a financial penalty

Revocation of a licence

81. Section 238 of the Act provides Ofcom with the power to revoke a TLCS licence where a licensee is failing to comply with a condition of the licence or a direction thereunder and the failure, if not remedied, is such as to justify revocation of the licence. Ofcom must also be satisfied that it is necessary in the public interest to revoke the licence.
82. In consideration of whether it was appropriate to revoke The Word Network's licence, Ofcom took into account:
- the nature of the content that was broadcast and that it considered the Code breaches in this case were serious;
 - although two programmes were in breach, these were the Licensee's first breaches of the Code;
 - that Article 9 of the Convention states that everyone "has the right to freedom of thought, conscience and religion", and Ofcom recognises that many people find comfort and solace from prayer or a belief in faith healing when ill or encountering financial difficulties;¹¹ and
 - the broadcaster's and audience's rights to freedom of expression.
83. Ofcom considered that it would not be appropriate to consider revoking The Word Network's licence.

Direction to licensee to take remedial action

84. Ofcom went on to consider whether another form of sanction was appropriate in this case. Section 236 of the Act provides Ofcom with the power to direct the holder of a TLCS licence to broadcast a correction or a statement of Ofcom's findings (or both), and/or not to repeat a programme which was in contravention of a licence condition.
85. While Ofcom acknowledged the Licensee's commitment to remove the Programmes from its service (see paragraph 58), Ofcom considered a Direction not to repeat the programme would be appropriate in this case, to prevent potential future harm to viewers.
86. Ofcom also considered that directing the Licensee to broadcast a statement of Ofcom's findings was appropriate given the degree of harm that the Programmes may have caused (see paragraphs 36 to 43).

Imposition of a financial penalty

87. Ofcom considered whether it would be appropriate to determine that a financial penalty should be applied in this case.
88. Section 237 of the Act provides Ofcom with the power to impose a financial penalty on the holder of a TLCS licence. In this case, Ofcom's Sanction Decision is that a financial penalty is necessary to reflect the serious nature of the Code breaches recorded against the Licensee,

¹¹ Page 2 of the Section Two Guidance: Harm: Health and wealth claims:
https://www.ofcom.org.uk/data/assets/pdf_file/0023/104657/Section-2-Guidance-Notes.pdf.

and to act as an effective incentive to comply with the Code, both for the Licensee and other licensees.

89. The maximum level of a financial penalty that can be imposed on a licensee in respect of each contravention of a TLCS licence condition is £250,000 or five per cent of the licensee's Qualifying Revenue relating to its last complete accounting period for which its licence has been in force, whichever is greater.
90. The Licensee provided a Qualifying Revenue figure of ✕ [REDACTED].
91. Ofcom's Penalty Guidelines¹² state (in paragraph 13) that: "Ofcom will consider all the circumstances of the case in the round in order to determine the appropriate and proportionate amount of any penalty. The central objective of imposing a penalty is deterrence. The amount of any penalty must be sufficient to ensure that it will act as an effective incentive to compliance, having regard to the seriousness of the infringement. Ofcom will have regard to the size and turnover of the regulated body when considering the deterrent effect of any penalty".

Factors taken into account in determining the amount of a penalty

92. In considering the appropriate amount of a financial penalty for the Code breaches in this case, Ofcom took account of the specific relevant factors set out at paragraph 1.12 of the Penalty Guidelines as set out below:

The seriousness and duration of the contravention

93. Ofcom regarded the breaches to be serious for the reasons set out in paragraphs 68 to 72 of this Sanction Decision.
94. The Breach Decision related to material broadcast on 9 and 10 May 2023. Ofcom is aware that The Word Network continued to broadcast episodes of *Peter Popoff Ministries* programmes which refer to "Miracle Spring Water" following the publication of the Breach Decision. However, we are unaware of the Programmes having been broadcast again on The Word Network.

The degree of harm, whether actual or potential, caused by the contravention, including any increased cost incurred by consumers or other market participants

95. Ofcom took into account the Licensee's view that its audience understands that the "Miracle Spring Water" symbolises an expression of faith rather than being an actual treatment or cure.

¹² Available at: https://www.ofcom.org.uk/_data/assets/pdf_file/0022/106267/Penalty-Guidelines-September-2017.pdf.

96. As noted in paragraphs 32 to 43, the Programmes contained:
- i. frequent invitations for viewers to order the “Miracle Spring Water” from Peter Popoff Ministries along with claims about its effectiveness (e.g. *“everything that you touch is going to prosper”*); and
 - ii. testimonies from people who claimed that contacting Peter Popoff and/or using the “Miracle Spring Water” had brought about a financial reward, or recovery from illness or drug addiction. The testimonies stated that these outcomes were a direct result of ordering the “Miracle Spring Water” (e.g. *“you sent me the spring water and I don’t have diabetes, cholesterol, high blood pressure”*).
97. Ofcom considered these were unambiguous and unchallenged statements about the “Miracle Spring Water” itself. Therefore, Ofcom did not accept The Word Network’s submission that that viewers would have understood that the value of the “Miracle Spring Water” was merely symbolic and not substitute for medical care.
98. Rather, Ofcom regarded the breaches of Rules 2.1 and 4.6 to be particularly serious in the context of a religious programme that was likely to appeal to potentially vulnerable viewers who might be seeking advice, solutions and solace from financial and health difficulties. As referenced above, the Programmes either stated or strongly implied that serious medical and financial problems could be resolved by using the Ministry’s “Miracle Spring Water” or through direct contact with Peter Popoff Ministries. The potential harm in this case was significant because vulnerable viewers with similar conditions may have interpreted this to mean that it was unnecessary to rely on or continue receiving conventional medical treatment. As a result, these viewers may have abandoned or not sought such treatment. Additionally, the promise of money may have resulted in financial detriment as it could have led viewers to believe that their financial situations could be resolved, dissuading them from taking other steps to address those situations. Similarly, on this basis, Ofcom considered such viewers may have also been led to believe that ignoring the invitations to order the “Miracle Spring Water” would have resulted in a negative outcome.

Any gain (financial or otherwise) made by the regulated body in breach (or any connected body) as a result of the contravention

99. Ofcom understands that it is a common practice for religious ministries to pay broadcasters to transmit programmes that feature their services and/or religious teachings. In this case, Ofcom noted that the following oral and visual statements were broadcast around the Programmes:
- i. *“The following inspirational message is paid for by Peter Popoff Ministries”* (broadcast at the beginning of the Programmes); and
 - ii. *“This program has been paid for by viewers in this area and Peter Popoff Ministries”* (broadcast at the end of the Programmes).
100. During the investigation that led to the Breach Decision (“the Investigation”), Ofcom requested that the Licensee provide information regarding any commercial arrangements it has or had in place with Peter Popoff Ministries regarding the broadcast of the Programmes. The Licensee failed to provide this information.¹³

¹³ TLCS Licence Condition 12(1) requires the Licensee to provide relevant information to Ofcom on request. Ofcom recorded a breach of this condition against the Licensee for the failure to provide this information – see <https://www.ofcom.org.uk/siteassets/resources/documents/about-ofcom/bulletins/broadcast-bulletins/2024/issue-505/provision-of-information-word-network-operating-company-inc-the-word-network.pdf?v=379362>.

101. Following a Direction issued by Ofcom on 30 August 2024 (see paragraph 55), the Licensee provided a contractual agreement between Peter Popoff Ministries and The Word Network that demonstrated the latter had received a contractual fee for the broadcast of the Programmes. According to the information provided, The Word Network had charged ⓧ [REDACTED] under the contract with respect to the episodes broadcast on 9 and 10 May 2023.
102. In its response to the Sanction Preliminary View, the Licensee said it did not benefit financially as a result of the breaches.
103. Although Ofcom considered the fact that the Licensee received payment for the broadcast of the Programmes was relevant to this case, we concluded that this did not amount to the Licensee having benefitted financially as a result of the breaches.

Whether in all the circumstances appropriate steps had been taken by the regulated body to prevent the contravention

104. During the Investigation, Ofcom provided the Licensee with its Preliminary View that the content had breached the Code. In its response the Licensee argued that Peter Popoff had been broadcasting his “Miracle Spring Water shows” for many years without any problems and it was “abusive” of Ofcom to “all of a sudden raise an issue”.
105. The Licensee also accused Ofcom of having double standards with US and other TV networks, alleging that nudity and pornography on UK channels is allowed “with no problem”. It added that The Word Network is a “wholesome religious channel” that gave people from all over the world “comfort and spiritual guidance to help them through life” and that Ofcom was “attacking one of the only networks in the world helping people not just entertainment”.
106. As the Licensee disputed, during the Investigation, that any breaches had occurred, it did not provide any information which indicated that appropriate steps had been taken to prevent the contravention.
107. As set out in the Breach Decision, the Licensee allowed the broadcast of numerous testimonies about the alleged efficacy of contact with Peter Popoff or using “Miracle Spring Water” alone without challenge or any reference to the importance of seeking professional medical or financial advice. The potential harm to which this gave rise was exacerbated by the fact the Programmes frequently promoted the “Miracle Spring Water” by inviting viewers to order it directly from the Ministry.
108. Ofcom acknowledged that, in its representations on the Sanction Preliminary View, The Word Network said it sought to broadcast religious programmes to meet the needs of diverse Christian communities within the US. The Licensee further emphasised that it initially had “limited understanding of Ofcom’s concerns, operating as it does from different jurisdiction”.
109. Ofcom was concerned that the Licensee appeared to have a poor understanding of the Code and its regulatory obligations, as reflected by its lack of awareness of several previous Ofcom decisions about similar content and its acknowledgement that it “initially had limited understanding of Ofcom’s concerns”.
110. Ofcom therefore concluded that the Licensee had not taken appropriate steps to ensure compliance with the Code.

The extent to which the contravention occurred deliberately or recklessly, including the extent to which senior management knew, or ought to have known, that a contravention was occurring or would occur

111. In its representations on the Breach Decision, the Licensee argued that Peter Popoff had been presenting these programmes for many years “without issue”. In its representations on the

Sanction Preliminary View,¹⁴ the Licensee reiterated this point, adding that it was not aware of the previous Ofcom decisions.

112. Notwithstanding the fact that Ofcom considered that senior management should have been aware of the potential issues broadcasting such content raised, for the reasons set out in paragraphs 76 to 78, Ofcom did not consider the breaches of Rules 2.1, 4.6 and 9.4 were deliberate or reckless.

Whether the contravention in question continued, or timely and effective steps were taken to end it, once the regulated body became aware of it

113. The Licensee initially contested the breaches during Ofcom's Investigation but advised in its representations to the Sanction Preliminary View that it removed the Programmes from its system in August 2023. The Word Network said that this was confirmed by email to Ofcom in August 2023 although Ofcom did not receive this communication.

114. As far as Ofcom is aware, the two episodes have not been broadcast by the Licensee since 9 and 10 May 2023. Therefore, Ofcom did not consider the breaches were continuous.

Any steps taken for remedying the consequences of the contravention

115. As noted above, the Licensee initially disputed the breaches and it was not until it responded to Ofcom's Sanction Preliminary View that it accepted the Programmes raised issues under the Code. Therefore, during the Investigation, it did not provide any information on how it intended to prevent a recurrence and Ofcom was not aware of any immediate steps taken by the Licensee to remedy the consequences of the broadcasts.

116. As set out in paragraph 46 and paragraphs 57 to 62, the Licensee, in its written representations to the Sanctions Preliminary View, said it wished to work with Ofcom and had taken the following steps towards achieving compliance:

- i. its initial negotiations with Peter Popoff Ministries to explore ways of changing certain elements of the programme to ensure compliance with the Code;
- ii. the termination of its contract relating to the *Peter Popoff Ministries* series; and,
- iii. the implementation of software that enables The Word Network to block particular content from being broadcast in the UK.¹⁵

117. Ofcom acknowledged the steps taken by the Licensee, and its desire to work with Ofcom to achieve compliance with the Code.

Whether the regulated body in breach has a history of contraventions (repeated contraventions may lead to significantly increased penalties)

118. Ofcom had recorded no other breaches against the Licensee prior to the publication of the Breach Decision.¹⁶

The extent to which the regulated body in breach has cooperated with our investigation

119. As noted above, during the investigation that led to the Breach Decision, Ofcom made requests for information about any commercial arrangement between Peter Popoff Ministries and The

¹⁴ See paragraph 74.

¹⁵ Owing to delays in implementing a new broadcast system, *Peter Popoff Ministries* continued to be broadcast on The Word Network for 42 days after it informed Ofcom of the termination of contract (see paragraph 61).

¹⁶ The Decisions dated 24 July 2023, 6-12 December 2023 and 7 May 2024 were published after the Breach Decision and are not included in the Licensee's history of contraventions.

Word Network in relation to the Programmes. The Licensee did not provide this information or confirm that no such agreement existed, which hampered Ofcom's ability to investigate all relevant aspects of the case. While we acknowledge the Licensee provided a copy of the agreement in response to the formal Direction on 30 August 2024, we consider the extended delay to the provision of this information demonstrated that the Licensee did not cooperate fully with the investigation.

Precedent

120. In accordance with the Penalty Guidelines, in coming to this Sanction Decision, Ofcom had regard to relevant precedents set by previous cases. We also took into account the Licensee's representations on the significance of these precedents, which are summarised below.
121. **5 December 2022, Loveworld Limited (Loveworld):**¹⁷ Ofcom imposed a sanction that comprised a £15,000 financial penalty and a direction to broadcast a statement of findings for breaches of Rules 2.1 and 4.6 of the Code. The breaches related to a programme presented by two pastors that included several appeals to the audience to donate money by dialling a number or entering a code into an app, suggesting amounts ranging from \$1,000 to \$1 million on the basis of religious faith. This was accompanied by claims that the donations would improve the donor's health, wealth and success. The calls to make donations were broadcast alongside testimonies from viewers who claimed that they had received financial or health improvements as a result of making a donation or calling the number displayed on-screen. This included: A person who "sowed a \$100 seed believing for a dream home and now I have it". Ofcom noted that both the pastors repeated and/or clarified the claims made by viewers (e.g. "If God could do it for Cheryl in Pennsylvania, God can do it for you. Call right now. Don't delay this"). Ofcom concluded that viewers would have been led to believe that the act of donating would be a solution to serious financial or health difficulties. Ofcom considered that this message was potentially harmful and may have resulted in viewers donating more than they could reasonably afford in the hope of being rewarded. Ofcom concluded that there was a material risk that susceptible members of the audience may have been improperly exploited by the programme.
122. **15 October 2019, Greener Technology Limited (BEN TV):**¹⁸ Ofcom imposed a sanction that comprised a financial penalty of £25,000, a direction not to repeat the programme and a direction to broadcast a statement of findings for breaches of Rules 2.1 and 4.6 of the Code. The breaches related to a programme that included a series of invitations to viewers to order Peter Popoff Ministries' "FREE MIRACLE SPRING WATER". These invitations were broadcast alongside testimonies from attendees of Mr Popoff's services about the effect of the water. The attendees claimed or strongly implied that the water had cured them of serious illnesses, such as cancer and kidney failure. Ofcom noted that Peter Popoff repeated and/or clarified the claims made by the attendees (e.g. "Did you hear that? She had a tumour...after she used the "Miracle Spring Water", it was gone"). Ofcom concluded that viewers might be led to believe that serious illnesses could be cured solely through using the "Miracle Spring Water" and that it was unnecessary to rely on, or to continue receiving conventional medical treatment. Ofcom considered that there was potential for harm, particularly to those viewers who may be suffering from health issues and may have been vulnerable. Ofcom concluded that there was a

¹⁷ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0029/248681/Sanction-Decision,-Loveworld-Limited,-4-September-2021.pdf.

¹⁸ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0023/171734/sanction-decision-greener-technology.pdf.

material risk that susceptible members of the audience may have been improperly exploited by the programme.

123. **29 July 2015, Asia TV Limited (Lamhe TV):**¹⁹ Ofcom imposed a penalty of £25,000 on the Licensee for a breach of Rule 2.1 of the Code. We identified a number of claims made by ayurvedic practitioner Dr Naram in the programme, that certain alternative remedies (promoted and sold by Dr Naram) could cure, successfully treat or prevent two serious medical conditions, cancer and hernias. Ofcom found that this had amounted to unqualified medical advice and was concerned that the impact of the advice was increased by Dr Naram's claim to having had over "75,000 cancer patients", some of whom had been told by hospitals that "they won't live for three months...[but] after 15 years [are] leading normal lives". As a result of the claims made by Dr Naram, we considered that some viewers with serious medical conditions may have foregone, delayed or not sought conventional medical treatment on the basis of what they had seen. Ofcom concluded that there was a material risk that susceptible members of the audience may have been exploited by the programme.
124. **6 February 2012, The Light Academy Limited (Believe TV):**²⁰ Ofcom imposed a sanction of £25,000 and a direction to broadcast a statement of findings for breaches of Rules 2.1 and 4.6 of the Code. This case concerned a number of programmes which included testimonies from congregation members of churches proclaiming how the healing or treatment of very serious illnesses, including cancer, diabetes and heart problems, could be achieved by being anointed with a product such as olive oil soap or Ribena. Ofcom concluded that some viewers may have reasonably understood that serious medical conditions could be healed through faith healing or healing with special products alone and that conventional medical treatment could be abandoned, or not sought, in favour of faith healing or using special products alone. Further, given the religious context of the claims made, Ofcom considered that viewers of the channel would be less likely to question their validity. We therefore concluded that there was a material risk that susceptible members of the audience may be exploited by this content.
125. Ofcom considered the cases outlined in paragraphs 121 and 122 to be the most relevant precedents. Particularly, the case outlined in paragraph 122 because of its religious elements and that it concerned the same religious ministry promoting the same product.
126. In its response to the Sanction Preliminary View, The Word Network stated the proposed financial penalty was unusual and disproportionate compared to those imposed in precedent cases.
127. The Licensee referred to differences in two of the precedent case listed above, which it considered were materially distinguishable from its broadcasts:
- i. In the case of Ofcom's decision in relation to Loveworld Limited (see paragraph 121), The Word Network submitted that this case was significantly different because the content included direct appeals for donations of money or testimonials for how viewers' money should be used or "seeded", including by reference to threats of negative outcomes in the event that donations were not made. Further, the Licensee noted that the 2022 Decision was also not the first financial penalty imposed by Ofcom on the Licensee.
 - ii. In the case of Ofcom's decision in relation to Greener Technology Limited (see paragraph 122), the Licensee acknowledged that this Decision related to broadcasts of

¹⁹ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0021/67251/asia_tv_limited.pdf.

²⁰ Available at: https://www.ofcom.org.uk/data/assets/pdf_file/0021/73740/light-academy-limited.pdf.

the *Peter Popoff Ministries* series, but considered it distinguishable due to the fact that BEN TV is a UK-based television channel specifically targeted at UK-based audiences.

128. The Word Network also cited two other Ofcom Sanction Decisions²¹ which referred to the broadcast of potentially harmful and contentious conspiracy theories, and harmful and offensive content. The Licensee noted that the financial penalties in these cases were substantially less than what Ofcom proposed in the Sanction Preliminary View.

The size and turnover of the regulated body when considering the deterrent effect of any penalty

129. As set out in our Penalty Guidelines, the central objective of imposing a penalty is deterrence. The amount of any penalty must be sufficient to ensure that it will act as an effective incentive to compliance, having regard to the seriousness of the infringement.
130. Although the Licensee has removed *Peter Popoff Ministries* from The Word Network's schedule, Ofcom considers that deterrence remains the central objective as it deters both the Licensee and the wider industry from broadcasting similar material that would result in breaches of the Code.
131. The Licensee's response to the Sanction Preliminary View included a Qualifying Revenue for the calendar year 2023, which was < [REDACTED]
132. Ofcom's Penalty Guidelines provide that Ofcom will have regard to the size and turnover of the regulated body when considering the deterrent effect of any penalty. We recognise that the penalty must be proportionate, taking into account the Licensee's rights under Article 10, and in this case Article 9, of the Convention. If any financial penalty was to be so high that its effect would be to close the service down, then it might be a disproportionate interference. However, this means that for licensees with greater financial means, any financial penalty may be correspondingly higher to have an appropriately deterrent effect.
133. Ofcom therefore had regard to this figure when assessing the extent to which any penalty would act as an effective deterrent to any future non-compliance.

Sanction Decision

134. While Ofcom considered the nature of the content in the cases listed in paragraphs 121 to 124 to be relevant to this case, it noted that, as set out in the Penalty Guidelines, Ofcom may depart from these cases depending on the facts and context of the case under consideration.
135. Ofcom noted the Licensee's submission that the proposed financial penalty in the Sanction Preliminary View was significantly higher than the precedent cases cited above. While precedent cases can be a relevant consideration when determining an appropriate financial penalty, the particular circumstances of each case may differ considerably. For example, the time taken or willingness for the Licensee to address the issue, the seriousness of the breach and the size and turnover of the Licensee. Ofcom considered the circumstances of this case differed from the precedents cited and therefore it was appropriate to depart from them.
136. Ofcom also took into account that the qualifying revenue submitted by the Licensee in its representations was substantially lower than the figure considered as one of the factors in determining the financial penalty in the Sanction Preliminary View. It further considered the

²¹ Available at: <https://www.ofcom.org.uk/siteassets/resources/documents/about-ofcom/bulletins/content-sanctions-and-adjudications/loveworld-limited-sanction-decision.pdf?v=325826> and <https://webarchive.nationalarchives.gov.uk/ukgwa/20200325163948/https://www.ofcom.org.uk/about-ofcom/latest/bulletins/content-sanctions-adjudications>.

Licensee's removal of the *Peter Popoff Ministries* series from its UK service was a key factor when reaching a decision in this case.

137. Having regard to all the circumstances referred to above, including the need to achieve an appropriate level of deterrence, the Licensee and audience's Article 9 and 10 rights, the particularly serious nature of the Code breaches involving potential harm to the audience in this case, the representations to date from the Licensee, and the Licensee's failure to cooperate fully with our investigation, Ofcom's Sanction Decision is that an appropriate and proportionate sanction is a **financial penalty of £150,000**. In addition, Ofcom directs the Licensee not to repeat the Programmes and to broadcast a statement of Ofcom's findings in this case, on a date and in a form to be determined by Ofcom.
138. For the reasons set out above, we consider that this Sanction Decision meets the requirements of Articles 9(2) and 10(2) of the European Convention of Human Rights, as being prescribed by law, in the pursuit of a legitimate aim and, in particular, that the imposition of this sanction is necessary and proportionate in the circumstances.

Ofcom