



EMPLOYMENT TRIBUNALS

Claimant: Mr A Adams

Respondent: Virgin Media O2 UK Limited

Heard at: Reading (by CVP)

On: 3 July 2026

Before: Employment Judge Anstis

Representation:

Claimant: In person

Respondent: Mr L O'Shaughnessy (counsel)

FULL WRITTEN REASONS

INTRODUCTION

1. These are full written reasons for the judgment of 3 July 2026, prepared at the request of the claimant.
2. The judgment in question was: *"Any claim in relation to protected disclosures (whether in respect of detriments or automatic unfair dismissal) is struck out."*
3. Rule 38(1)(a) provides that part of a claim may be struck out if it has no reasonable prospect of success.
4. The claimant's claim in relation to protected disclosures depends entirely on what has been called the second alleged protected disclosure. The second alleged protected disclosure is essentially a repeat of the first alleged protected disclosure but sent at a different time to a different email address. The list of issues records the alleged protected disclosures to be:
 - “(a) *First Disclosure - On 7 November 2023 an email sent to Robert Thomson (former CSOC Performance Manager) stating that the Claimant's line manager (Vipul Patel was allowing a colleague (Victor Ossai) to work for another company at the same time he is employed by the Respondent and use his annual leave and sick days to work for this second employer; and*

(b) *Second Disclosure - On 28 November 2023 the Claimant sent the same information as set out at point 2.1.1(a) above via the Company's Speak Up channel."*

5. The parties were able to provide me in this hearing with copies of the alleged protected disclosures, which are in the same terms, as follows:

"Morning Rob,

I always believed Telecom is a small world, had a call the other day from an ex-Ericsson colleague of mine currently working for Inmarsat during the conversation he mentioned Victor Ossai working at the same company which came as a surprise.

I made Vipul aware of the fact on my last IC2 meeting highlighting VMO2 business conflicts of interest. Vipul appeared to be ok with Victor working for Inmarsat on his holidays as long as it is not affecting the team and thought the next step is to share this with you as I'm not sure how to proceed when a member of the CSOC Performance Team has been discovered working for the telecommunications company INMARSAT, based in London EC1Y 1AX for a period of time during which, as a Virginmedia02 employee, he has claimed to be either on annual leave and sickness of close relatives, or self-sickness. (known as Victor Ossai at INMARSAT) ...

Has Victor cheated on Virginmedia02 and his colleagues and in the process acted fraudulently? hence this matter needs urgent investigation.

Note upon Vipul's request I did volunteer as always to support the team and cover the whole week of nights for this week back in October knowing Victor is not well and can't work nights but when I found out I will be covering for Victor whilst working somewhere else I declined as it contradicts the team spirit and surely is a conflict of interest laid down by the company hence this email to you."

6. It is not necessary for a disclosure to be true to count as a protected disclosure, and nothing in this decision should be taken as a finding on what others did or did not do.
7. The essence of the disclosure seems to be that a colleague of the claimant's was working for another company on days off. He describes this variously as being possible fraud or a conflict of interest. For this to count as a protected disclosure requires, amongst other things, that the claimant has a reasonable belief that the disclosure was in the public interest and tends to show one of the six matters referred to in s43B(1) of the Employment Rights Act 1996. In this respect, the claimant contends that *"he believed the concern was in the public interest as it did not relate to his own private rights at work but concerned a risk of serious ill health to his colleagues for covering Mr Ossai whilst he was on*

sick leave working for another telecom company and the risk to the business as team members commitments for own summer holidays leave.”

8. I discussed this with the claimant during the hearing, as it seemed to me not to match with the terms in which the disclosure was made.
9. It is, of course, not necessary for the claimant to identify his particular concern in the disclosure, but there is in my view too great a disconnect between the terms of the disclosure and the public interest asserted by the claimant to ignore.
10. The matters referred to in the disclosure are fraud and conflict of interest. There is no mention of the health and safety of others. But the problem goes further than that. The claimant asserts that he concern in raising the matter was *“serious ill health to his colleagues for covering Mr Ossa”*, whereas the terms of the disclosure specifically say *“when I found out I will be covering for Victor whilst working somewhere else I declined [to work additional hours cover]”*.
11. I find it difficult – to the extent of being impossible – to reconcile the claimant having a reasonable belief that he was raising the matter in the public interest on health and safety grounds when frames his disclosure in terms of fraud and conflict of interest, never mentions health and safety at all in the disclosure and himself identifies an obvious and apparently uncontroversial answer to any risk of additional work putting colleagues under pressure – that is, that the additional work is voluntary, can be and is declined.
12. In those circumstances I find that the claimant has no prospect of success of showing that he had a reasonable belief that his alleged protected disclosure(s) were made in the public interest and tended to show that the health and safety of any individual has been, is being or is likely to be endangered. With no protected disclosure, any claims founded on a protected disclosure must inevitably have no prospect of success and must be struck out.

**Approved by Employment Judge Anstis
21 July 2026**

Reasons sent to the parties on:

4 August 2026

For the Tribunal: