

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

21 June 2006



ADVERTISERS IN THIS WEEKS REPORT

Nissan Motor (GB) Ltd 3

We Deliver TV 4

Advertiser: Nissan Motor (GB) Ltd
Agency: TBWA London Ltd
Date: 21 June 2006
Media: Television
No. of complaints: 7

COMPLAINT:

A TV ad for the Nissan Note showed a family getting ready to go away in the vehicle, and remembering everything except the baby.

The viewers, who were from Barking & Dagenham NHS and Upminster Clinic and had a professional interest in the oral health of children, complained that the ad was irresponsible because they believed that one scene depicted a baby's feeding bottle containing fruit juice, which was harmful to the dental health of children.

ADJUDICATION: Complaints not upheld

Nissan's agency, TBWA, responded on their behalf. They said the liquid in the bottle was milk and they had received confirmation of that from the production company responsible.

The BACC said they had approved the ad because the coloured bottle contained milk. They believed that was quite apparent from the ad, which showed an opaque liquid in a coloured bottle.

The ASA considered that the focus of the ad was on the Nissan Note car, which showed a family getting ready to go away in the Nissan Note; we noted the tinted feeding-bottle, featured briefly in the ad, contained milk. Although we acknowledged that the complainants had misinterpreted the tint of the bottle in the very brief scene as fruit juice, we considered that an incidental scene of such brevity was unlikely to condone or encourage a practice that might be harmful to children's dental health. We did not object.

The ad was investigated under the CAP (Broadcast) TV Advertising Standards Code rule 7.3.2 (Physical Harm – children) but was not found in breach.

Advertiser: We Deliver TV
Date: 21 June 2006
Media: Television
No. of complaints: 1

COMPLAINT:

A teleshopping ad for a 12 CD collection of Irish music.

The viewer challenged whether We Deliver TV were fulfilling orders, because she placed two separate orders for two Irish Collection CDs which We Deliver TV failed to fulfil.

ADJUDICATION: Complaint upheld

We Deliver TV said they had experienced problems with their fulfilment house and were in the process of resolving those problems with the customers concerned. They said they always treated their customers as a priority and had refunded the complainant in this case. They failed to respond to the ASA's further enquiries.

The ASA noted We Deliver TV had experienced problems fulfilling customer orders and had refunded the complainant in this case. We were concerned that We Deliver TV had not shown that there was adequate stock to satisfy demand and fulfil orders within 28 days, and adequate procedures were in place to deal with customer queries about their orders. We told We Deliver TV to withdraw the broadcast until such time that they were able to demonstrate that they could fulfil orders placed and reminded them of their responsibility to ensure they were able to satisfy demand in future. We also advised We Deliver TV to ensure they responded to the ASA's enquiries in future. A failure to do so could result in the ASA referring a licensee to Ofcom for a breach of license.

The ad breached CAP (Broadcast) TV Advertising Standards Code rule 11.2.2 (Distance Selling).