

**Advertising Standards Authority**

Broadcast Advertising  
Adjudications

27 July 2005



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**ADVERTISER:** British Telecommunications plc UK

**AGENCY:** Abbott Mead Vickers BBDO Ltd

**Date:** 27 July 2005

**Media:** Television

**No. of complaints:** 2

**COMPLAINT:**

A commercial for BT Broadband took place in a hardware shop. A man buying light bulbs was told "You know we have these super long lasting light bulbs for about the same price as your normal ones?" The man replied "No - I always get these." The voice-over said "Given the choice wouldn't you prefer more for your money? Broadband from BT is double the speed and now from £15.99. Call ..." An on-screen caption said "1Mb Broadband from £15.99".

On-screen text at the beginning of the advertisement said "BT Broadband Basic £15.99 a month Direct Debit for 3 months (was £17.99) £17.99 thereafter. Offer ends 02.08.05. New customers only (excludes upgrades) £6 credited to first or second bill after 16.06.05".

1. Two viewers believed the advertising was misleading because BT Broadband was only available at £15.99 for three months. It would then cost £17.99 a month.
2. We queried whether BT Broadband was available 'from' £15.99 as text in the commercial stated that £6 would be credited back to the first or second bill.

**ADJUDICATION:**

1. Complaints upheld

The advertising agency said that the full terms and conditions of the offer were presented clearly in the on-screen text. The text was the correct size, and on screen for the required amount of time. The Broadcast Advertising Clearance Centre (BACC) said that it was unfortunate that the viewers had not seen the text, but it was present and fully compliant. It was happy that the on-screen text had clearly conveyed the nature of the offer, and did not believe the commercial was misleading.

We acknowledged that text had explained that £15.99 was the cost per month for a three month period only, but this had appeared at the beginning of the commercial and not on screen when the actual offer was being made. BCAP Guidance Note 'On-screen Text and Subtitling in Television Advertisements' warns that if text is separated from the claim it qualifies it may affect the acceptability of the advertising.

In this case, viewers could have been left with the impression that BT Broadband was available at a lowest starting price of £15.99 for an unlimited period. There had been no further explanation in the commercial that this was in fact a special three-month offer and not the price of a package.

## 2. Complaint upheld

The BACC said text explained how the offer worked.

We noted that a customer would have to pay £17.99 from the start of their contract, with £6 being credited to their account at a later date. At no point would their monthly payment actually be the advertised headline price of £15.99. We did not believe this was clear from the advertising.

We considered that the special nature of the offer had not been explained adequately. The advertising had therefore breached CAP (Broadcast) TV Advertising Standards Code, Rules 5.1 (Misleading advertising), 5.2.3 (Qualifications), 5.3.1 (Accurate pricing) and 5.4.2 (Superimposed text). The commercial should not be shown in its present form again.

**ADVERTISER:** General Motors Corporation  
**AGENCY:** Delaney Lund Knox Warren & Partners Ltd  
**Date:** 27 July 2005  
**Media:** Television  
**No. of complaints:** 5

**COMPLAINT:**

A Vauxhall commercial said "Take a Vauxhall for 3 days ... drive it, challenge it, transform it, fly it, undress it, caress it. But please don't forget to bring it back. The Million-Mile-Drive. Discover the new Vauxhall range for yourself. Visit your Vauxhall retailer today." Different Vauxhall cars were shown, including a Tigra, throughout the commercial. On-screen text said "Test drive vehicles subject to availability, terms and conditions apply."

1. Four viewers believed the advertising was misleading because they contacted their local Vauxhall dealer and were told that, although shown in the advertisement, the Tigra was not part of the test drive offer. One of the complainants had also been told the same when he contacted Vauxhall UK directly.
2. Another viewer was told that the VX220 was excluded from the offer. He believed the advertising was misleading because it implied the offer referred to all Vauxhall cars.

**ADJUDICATION:**

1. Complaints upheld

Vauxhall confirmed that all the cars featured in the commercial were available for a test drive. It said that retailers were fully aware of the parameters of the offer, and were able to offer a customer a test drive in their requested vehicle as soon as mutually convenient. Vauxhall pointed out that there were a limited number of vehicles available. It was not responsible for what individual retailers might have said when faced with a customer asking for a car that was currently unavailable. On-screen text in the advertisement had made it clear that vehicles were subject to availability.

The BACC said that the Tigra was available for test drive and the fact that customers were misinformed amounted to dealer error. It had no bearing on the advertisement which was completely accurate.

We were concerned that viewers in different areas of the country (Lancashire, London, Essex, and Birmingham) had all been told that the Tigra was not part of the test drive offer, despite it featuring prominently in the commercial. We acknowledged that the Tigra was intended to be included in the vehicles available for test drive. However, because of apparent widespread confusion at the dealerships and in one case Vauxhall UK itself, the model had not been available at some outlets.

We considered therefore that the advertising breached the CAP (Broadcast) TV Advertising Standards Code, Rule 5.1 (Misleading advertising).

## 2. Complaint not upheld

The advertiser said that two models of car were not included in the test drive offer, the Monaro and the VX220, which the viewer had asked for. Neither was featured in the commercial.

The advertisement said "Discover the new Vauxhall range for yourself". We believed this made it clear it was not referring to all Vauxhall cars, but specifically the new range. We considered that, as the VX220 had not been shown in the commercial and understood that it was not part of the new range, the CAP (Broadcast) TV Advertising Standards Code had not been breached on this point. We investigated under Rule 5.1 (Misleading advertising).

**ADVERTISER:** QVC  
**BROADCASTER:** QVC  
**Media:** Television  
**Date:** 27 July 2005  
**Number of complaints:** 1

**COMPLAINT:**

QVC broadcast two infomercials for the Aqua Scaleaway Electronic Water Conditioner. It claimed the product worked by changing the composition of scale-forming molecules in water.

a. The first broadcast featured three presenters, who discussed the efficacy of the product in the following areas:

Water hardness – When introducing the product, a presenter claimed that "it basically gets rid of the hardness of the water". During the more detailed presentation, one presenter asked the other "Once the water has gone through it, can it then re-form hard water again?". The other presenter replied "It can do in theory".

Scaling in domestic pipework – A presenter claimed that "in time it will start to erode existing scale ... it will stop the building up and then start to eat away at existing scale".

Domestic appliances – A presenter claimed that "you'll be able to add less salt to the dishwasher. Sometimes, you get the three in one, four in one dishwasher tablets; you won't need to get the ones for hard water anymore and that'll mean it'll be slightly cheaper" and "my wife's always having to put Calgon in the kettle to descale it every couple of months, well this will stop all that".

Compared with conventional water softeners – The presenters claimed that "If ever you've considered buying a water softener but can't spend the £800 or £1000 to buy a conventional water softener, you're aware that you've got a hard water problem. This is a different way of sorting that", "with some of the conventional water softeners, the more expensive ones, if you don't remember to fill it up with salt it's a waste of time anyway" and "this is a fit and forget option".

b. The second broadcast featured two presenters.

Compared with conventional water softeners – One claimed the product "leaves your drinking water, your cold water in your kitchen and bathroom still as wholesome drinking water. You're not going to notice any changes when you come to drink that water". He went on to say that "what it isn't is a conventional water softener. It isn't giving artificially softened water which can have sodium in. More and more people are concerned about sodium in their body, in their intake, and artificially softened water should be kept away from young babies and elderly people. Others like myself choose not to drink artificially softened water".

1. A viewer objected to claims in infomercial (a) that implied the device could get rid of water hardness because he understood from the Drinking Water Inspectorate (DWI) website that electrical conditioning devices were not capable of softening water.
2. A viewer objected to claims in infomercial (a) that the device would reduce the scaling of pipes because he understood from the DWI website that only some electrical devices had been shown to be effective in reducing the amount of scale that sticks to pipes or heating elements.
3. A viewer believed that because the device in infomercial (a) did not soften water, it was not capable of reducing the amount of Calgon required to descale kettles or the amount of salt required for dishwashers; nor was it capable of removing the need for dishwasher tablets for hard water.
4. A viewer considered, in infomercial (a), the price comparison and presentation of the device as a "fit and forget option" to be unfair because he believed that conventional water softeners, which were capable of softening water, did not do the same job as the Aqua Scaleaway Electronic Water Conditioner.
5. The viewer also complained about infomercial (b) because he believed it unfairly denigrated conventional water softeners by implying they increased sodium levels in domestic drinking water supplies, which was bad for consumers' health. He pointed out that when conventional water softeners were fitted to the normal mains the drinking water supply was not affected in any way.

We asked for substantiation for all the claims made.

## **ADJUDICATION**

### **1. Complaint upheld**

QVC accepted the device did not soften water. It said the presenter had not intended to say "it basically gets rid of the hardness of the water" and pointed out that the claim was made during the introduction to the device, not during the full presentation. It argued that the full presentation made clear the device was capable of treating the effects of hard water, for example, scale build up, rather than softening water. It felt the presenter's question "Once the water's gone through that, can it re-form the hard water again?" was simply a question a viewer at home might ask and did not imply the device was capable of softening water.

We noted the presenter did not intend to claim the device got rid of water hardness. Nevertheless, the claim was untrue so we considered it misleading. We also considered that by asking whether hard water could re-form once the water had passed through the device, the presenter misleadingly implied it was capable of softening water.

### **2. Complaint upheld**

QVC pointed out that the DWI website said some electrical devices were effective in reducing the amount of fur or scale in pipes and heating elements. It submitted evidence relating to the reduction of fur and scale to support the claims made.

We sent the evidence to an expert who accepted it showed that in a circulatory system the device would demonstrate scale-inhibiting properties. However, he said it was not possible

to conclude from the test that scale reduction was possible. He also considered that the device was not tested for long enough to show it was a scale-inhibiting device. He pointed out that the evidence did not show whether the device would work under a range of varying flow conditions or differing pipe sizes. Nor did it show the device would demonstrate scale-inhibiting properties in a single pass domestic system in the same way it did in the circulatory system used for the test. We accepted the expert's opinion that the test did not show the device would reduce scale or that the inhibition of scale was possible in a domestic pipe system. We considered claims that the device would stop scale building up in domestic pipes and, in time, start to erode existing scale were misleading.

### 3. Complaint upheld

QVC said the claims about descaler tablets and salt related to the effects of scale build up which the device worked to prevent.

We understood from the expert that because evaporation occurred when water in a dishwasher or kettle was heated, scaling would still be deposited in the appliances. We accepted the expert's opinion that if the devices were fully effective the scale would be softer and may be easier to remove. However, scale could build up in kettles and dishwashers regardless so the tablets would still be needed. We further considered that the evidence submitted by QVC did not show the device would reduce scale in a domestic system. We therefore considered that the claims were not substantiated.

### 4. Complaint upheld

QVC said it was aware conventional water softeners softened water and electronic devices did not. It said the main presentation of the product did not claim it softened water. It believed it was fair to compare the device with a conventional water softener because both products dealt with the effects of hard water and the problem of scaling.

Based on our expert's opinion, claims that the device dealt with the effects of hard water and the problem of scaling had not been substantiated. Furthermore, the advertising claimed and implied the device softened water. Because the products had different effects on water we did not consider the price comparison or the presentation of the device as the "fit and forget option" to be fair.

### 5. Complaint upheld

QVC said it believed the comparison was fair because conventional water softeners added salt to the water and consumers were advised not to drink softened water. It acknowledged that the normal mains drinking water supply to the kitchen was not affected but pointed out that no others taps in the house could be used for drinking water.

We noted that the advertising claimed the device left drinking water in the kitchen and bathroom wholesome and unchanged before suggesting it would not add sodium to water like a conventional water softener. We accepted that a conventional water softener would add sodium to water supplied to the bathroom but we considered viewers were likely to think that the claims meant conventional water softeners would affect the drinking supply in the kitchen. Because that was not the case we considered the comparison to be capable of misleading viewers.

The infomercials breached CAP (Broadcast) TV Advertising Standards Code, Rules 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.2 (Implications) and 5.4.6 (Comparative

advertising). They must not be shown again in their current form without substantiation to support the claims made.

**ADVERTISER:** ScottishPower plc  
**AGENCY:** The Bridge Ltd  
**Date:** 27 July 2005  
**Media:** Television  
**No. of complaints:** 1

**COMPLAINT:**

A commercial for ScottishPower said "To save money switch to us. For the average customer ScottishPower is still cheaper for combined gas and electricity than Scottish Gas. Another great way to keep your energy bills down from the energy people ... ScottishPower." On screen captions read "ScottishPower is still cheaper for combined Gas and Electricity than Scottish Gas." On-screen text said "Based on domestic customer using 20,500kWh of mains gas and 3,300 kWh of Standard Domestic rate electricity annually."

A competitor, British Gas, said that the advertisement was misleading as ScottishPower was only cheaper than Scottish Gas for standard dual fuel. It said its own Scottish Gas online dual fuel product was £17 cheaper than ScottishPower for average consumption and it was also cheaper for capped dual fuel when payment was made by Direct Debit.

It said that in the context of the advertisement the reference to "average" implied "average" in terms of payment method rather than consumption. A better term would be "typical". If a high proportion of ScottishPower customers were online customers then it would be misleading to say "average/typical" as the customers would be better off with British Gas.

**ADJUDICATION:** Complaint not upheld

ScottishPower said it was clear in the commercial that the comparison with Scottish Gas was based on the average customer. The basis for this was explained in the on-screen text. The comparison was between Standard Domestic Rates of ScottishPower and Scottish Gas. It was not comparing the online rates or the capped dual fuel tariff.

The Broadcast Advertising Clearance Centre (BACC) said CAP (Broadcast) TV Advertising Standards Code rule 5.4.6 allowed comparative advertising if it was not misleading and was a fair like-for-like comparison. It believed the comparison was a clear like-for-like and not misleading. It was based on the combined average annual usage of a specific amount of domestic gas and electricity, an industry standard figure.

We considered that the comparison in the advertisement was clear. It was referring to average consumption and not payment methods. ScottishPower was under no obligation to mention special online or capped dual fuel offers which were not relevant to the comparison made in the advertising. The advertisement had not breached the Code.

The complaint was investigated under CAP (Broadcast) TV Advertising Standards Code, Rules 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.3 (Qualifications), and 5.4.6 (Comparative advertising).