

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

30 November 2005



ADVERTISERS IN THIS WEEKS REPORT

DSG international plc t/a PC World 3

QVC 5

Scotia Double Glazing 8

ADVERTISER: DSG international plc t/a PC World

AGENCY: M&C Saatchi Plc

Date: 30 November 2005

Media: Television

No. of complaints: 65

COMPLAINT:

An ad for PC World showed a woman visiting a PC World store and asking an assistant for the L4012 laptop. The assistant described it as the “latest Packard Bell with Intel Centrino mobile technology ... so you’ve got a connection to the internet wherever you are ... Intel Centrino mobile technology for just £499.” The woman bought the laptop and was seen carrying it home.

All the complainants believed the ad was misleading and made one or more of the following points.

1. 53 viewers believed wireless internet connection was only possible in locations within range of a connection point. They therefore believed the claim that referred to internet connection “wherever you are” was misleading.
2. 13 viewers believed that, in addition to the laptop itself, additional equipment or software such as a wireless modem and router was needed before wireless internet access away from home was possible. They believed the ad should have made this clear.

ADJUDICATION:

1. Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) understood from PC World that there had been limitations to wireless internet access from laptops when the service was first launched, but that while there might still be some locations without access, coverage was now generally excellent and on a par with mobile phone coverage.

We understood that there were still significant limitations on the availability of wireless internet access. This was backed-up by the information on Intel’s website. The website said that it was possible to connect wirelessly from “tens of thousands” of public places, such as airports and coffee shops. It said that the number of access points was expected to quadruple between 2003 and 2007. This implied to us that availability was not currently as extensive as it eventually was expected to be. PC World’s website showed a woman who used wireless connectivity away from home, saying “there are loads of places offering wireless internet access (so) I can connect to the net when I’m out and about.” This implied to us that you could only connect when you were in range of a connection point. Neither website claimed it was possible to connect “wherever you are” as stated in the TV ad.

We considered that the BACC and PC World had not provided sufficient evidence to back up the strong, unqualified claim made in the ad, whereas the manufacturer's and the advertiser's own websites made more qualified claims. We considered viewers were likely to receive a misleading impression of the availability of wireless connectivity from the ad.

2. Complaints upheld

The BACC and PC World confirmed that additional equipment was needed for wireless internet access from a laptop. The BACC understood from PC World that these items were included in the price quoted in the ad.

On checking with PC World's customer helpline, we were told that items such as a wireless modem and router needed to be purchased separately, at a cost of between £49 and £89. We considered, however, that in the absence of information to the contrary, the ad implied that no further equipment would need to be purchased to access the internet.

The ad breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.2 (Implications) and 5.2.3 (Qualifications). It must not be shown again in that form.

ADVERTISER: QVC
BROADCASTER: QVC
Media: Television
Date: 30 November 2005
No. of complaints: 1

COMPLAINT:

An infomercial for an Aquapilot Washing Machine Water Unit was broadcast on the teleshopping channel QVC. This was a magnetic water conditioning device which, when attached to a washing machine inflow, claimed to alter the form of minerals in the water that passed through it thus reducing the build-up of scale on the machine's element and removing that which already existed. The ad included the following claims:

Water Softening:

"it softens the water, but it doesn't take anything out of the water"

"basically all the hardness has been taken out of the water"

Descaling:

"change the way that limescale is going to attack the element"

"stop the limescale from being so sticky"

"(scale would) flow away with the water. It's not going to stick anywhere".

"All your clothes are going to feel softer and they're easier to iron"

Savings: A chart showing the savings one could make with the device:

30% less washing powder saved £24 per year;

30% less softener saved £10 per year;

100% less anti limescale tablets saved £104 per year and

30% less electricity saved £10 per year.

These were described as "very conservative" estimates.

In April 2003 the Independent Television Commission (ITC) upheld a complaint about an ad on QVC for the same device. It considered that the expenditure upon which the savings were based should have been shown and broken down into its constituent parts.

A complainant questioned three points.

1. The claims that the device softened water.
2. Whether there was evidence to prove that the device had practical uses.
3. Whether the savings claimed in the presentation were achievable.

We investigated a fourth point that arose during the investigation.

4. We were concerned about the ad's compliance with the ITC report on the previous ad.

ADJUDICATION:

1. Complaint upheld

QVC said that the comments made at the beginning of the presentation were not approved. They acknowledged that the device did not soften water or remove water hardness and apologised for the mistake. They said that these claims would not be made in future.

We noted that the claims had been made in error and welcomed QVC's assurance that they would not be repeated. Nevertheless, they were misleading.

2. Complaint upheld

QVC provided us with the results of two tests on the device (written in Italian) along with translations, a cover note, a covering letter from the supplier and an account of how the savings mentioned in the ad were calculated. They also provided information from the Drinking Water Inspectorate (DWI) website which said some magnetic conditioning devices had been shown to be effective in reducing the amount of fur or scale that sticks to pipes and heating elements. QVC said that the same material had been given to the ITC during its investigation in 2003.

According to the accounts provided, Test A was conducted in the home of a plumbing engineer with the levels of electricity, water, detergent, softener and decalcifying tablets used on a daily wash of 4 kg of clothes measured over a six-month period. At the end of this period the machine was cleaned, a new element was put in and the device was attached. The process was then repeated over a further six-month period and the differences between the levels of use of the various substances in the two periods were recorded.

The results of Test B measured the relative levels of electricity use, detergent use and a number of other variables during three washes of 3.5 kg of clothes in a machine fitted with the device against one wash without the device.

The covering note supplied with the test results referred to testimonials from domestic and industrial users about the ability of the device to reduce 'the presence of (limescale) incrustation in machines'.

Neither the results of Test A nor B included any reference to a reduction in limescale build-up, a reduction of existing limescale in machines to which the device was attached or to beneficial effects on the condition of clothes washed in such machines. We considered that properly documented and controlled tests would have been required to demonstrate these capabilities. We noted that the DWI website said that some magnetic conditioning devices had been shown to work but we were not satisfied that the advertiser had shown that the Aquapilot was one of them. We noted that QVC had provided the same material to the ITC in 2003 and had believed that the ITC had accepted it as adequate substantiation for the claims. However, the ITC did not make an analysis of the evidence to determine the efficacy of the product but rather checked whether the savings quoted in the previous ad were likely to give a misleading impression to viewers. We did not, therefore, agree with

QVC that the ITC had accepted the evidence as adequate substantiation for the efficacy of the product but understood how they might have gained that impression.

3. Complaint upheld

The supplier's letter said the tests demonstrated the savings that could be achieved with the device. The test results stated that the device could reduce the need for detergent, softener and decalcifying tablets when washing clothes and would reduce the amount of electricity used by a washing machine during a cycle.

We considered that the results of Test A were not adequate proof of the ability of the device to reduce the amount of electricity, softener, detergent and decalcifying tablets used in a cycle. The element was changed after the initial test period but the condition of the original element before and after this period was not documented. We considered that this compromised the results recorded in the second test period.

The circumstances in which Test B was conducted (the condition of the equipment used before testing began and whether the test was conducted under, for example, domestic or laboratory conditions) and the methods applied were not fully documented. The translation of the results was incomplete.

Neither the circumstances in which the tests were conducted nor the methodologies that were applied were fully recorded. We noted that the savings mentioned in the infomercial were calculated using the results of these tests. Given that we did not accept the test results as evidence of the device's ability to reduce the amount of the various substances used by a washing machine, we did not consider that we had been provided with evidence that the savings quoted were accurate or achievable.

4. Upheld

QVC said that the ITC had upheld on the basis that the savings were not broken down into their constituent parts, making it difficult for viewers to make informed judgements on the savings they may achieve. They said that, after consultation with the ITC, it was their understanding that future presentations of the device and the savings claims would be acceptable as long as the savings were broken down. They said that they believed that the more recent ad complied with this.

The ITC report said "The ITC was concerned that the expenditure on which these savings were based were not broken down, making it very difficult for viewers to see how their own situations compared and difficult to assess the cost savings they were likely to achieve." We noted that, while the more recent presentation did include a breakdown of the savings, it did not include a breakdown of expenditure. We considered that the expenditure upon which the savings were based should have been shown so as not to mislead viewers about the potential savings to them.

The advertising was in breach of the CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.1 (Evidence). It must not be shown again in its present form and the device should not be advertised in the future without adequate substantiation for any claims made for it.

ADVERTISER: Scotia Double Glazing
LICENSEE: Saga FM
Date: 30 November 2005
Media: Radio
No. of complaints: 1

COMPLAINT:

A radio ad for Scotia Double Glazing (Scotia) said "we know you want a company that ... sticks to the installation timetable".

A listener said the ad was misleading because his installation timetable had been changed several times after it was initially agreed and had been significantly delayed by the company.

ADJUDICATION: Complaint upheld

Saga FM said they had received assurances that the claim was accurate prior to clearing the ad. However, they conceded that since the complaint was received Scotia had confirmed that they had been experiencing some difficulties with completing work on time due to the high volume of business generally and low staff levels. They said the listener had been caught in an initial rush which increased the delay but that Scotia had proactively communicated the delays to all affected customers. They said Scotia had agreed to withdraw the ad and were making new ones.

We welcomed the decision to withdraw the ad. However, the evidence showed Scotia were not adhering to the installation timetable as claimed in the ad and it was therefore misleading.

The ad breached CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness) and should not be broadcast again unless the claim can be substantiated.