

Compliance Report

Environmental claims survey 2008

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1 Summary

As well as responding to and investigating complaints about advertisements, the ASA proactively monitors advertisements to ensure maximum compliance with the CAP and BCAP Codes. The ASA has undertaken this latest survey to determine the compliance rate of advertisements making environmental claims with the British Code of Advertising, Sales Promotion and Direct Marketing (the CAP Code) and with the BCAP TV and Radio Advertising Standards Codes (the BCAP Codes).

This is the first ASA survey of environmental claims and follows a significant rise in complaints about “green” and ethical claims in the last year.

The Compliance team assessed broadcast and non-broadcast ads with environmental claims that appeared in a broad mix of media during February 2008. Of the 195 ads assessed, 165 appeared in non-broadcast media (newspapers, regional press and magazines, the Internet, circulars, direct mailings and posters) and 30 appeared in broadcast media (TV and radio). We have not included in the results duplicates of ads that we found more than once in the survey.

Of the 195 ads, 6% seemed to breach the CAP Code, a compliance rate of 94%. We considered that 12 of the 165 non-broadcast ads (7%) breached the CAP Code, none of the 13 television ads breached the BCAP TV Code and none of the 12 radio ads breached the BCAP Radio Code.

The survey targeted what the Compliance team considered to be obvious breaches of the CAP and BCAP Codes. When a breach was identified, the Compliance team contacted the advertiser, told it to ensure its advertising complied fully with the relevant Code and, for non-broadcast ads, advised it to consult the CAP Copy Advice team in future.

The Compliance team will continue to monitor ads making environmental claims and work with marketers, agencies, media owners, Clearcast (the TV ad pre-clearance company) and the Radio Advertising Clearance Centre (RACC) to ensure ads comply with the CAP and BCAP Codes and that an acceptably high compliance rate is maintained.

2 Introduction

2.1 Background

The Advertising Standards Authority (ASA) maintains high standards in advertisements by enforcing the CAP and BCAP Codes, which apply to the content of non-broadcast and broadcast marketing communications. It is responsible for ensuring that the self-regulatory system works in the public interest and takes effective and consistent action to prevent ads from being misleading, harmful or offensive. The ASA achieves that by investigating complaints, monitoring advertisements through systematic research and giving marketers advice and training to help them avoid potential breaches of the codes.

The Committee of Advertising Practice (CAP) is the body that created and revises the CAP Code. It represents advertisers, promoters and direct marketers, their agencies, the media and trade and professional organisations in the advertising, sales promotion and direct marketing industries. CAP provides a pre-publication copy advice service and co-ordinates the activities of its members to achieve the highest degree of compliance with the CAP Code. CAP's Broadcast Committee (BCAP) is contracted by the communications industry regulator, Ofcom, to write and enforce the Codes that govern TV and radio ads. BCAP comprises representatives of broadcasters licensed by Ofcom, advertisers, agencies, direct marketers and interactive marketers.

The Compliance team works to ensure that marketing communications comply with the CAP and BCAP Codes and with ASA adjudications. The team follows up ASA adjudications, monitors both broadcast and non-broadcast marketing communications and takes immediate action to ensure ads that breach the Codes are removed from the media. One of the team's objectives is to create a level-playing field for marketers within each sector and it ensures that by communicating decisions that have sector-wide ramifications. The Compliance team conducts surveys (of which this is one) to assess compliance rates in particular industries, sectors or media. The surveys help to identify marketing trends and to anticipate subjects of concern that need to be addressed by the ASA and CAP.

Global concerns about climate change are making us more and more aware of our collective responsibility to help preserve the planet. Advertisers have been quick to realise that environmental factors could play a strong part in consumers' buying decisions and are keen to promote the "green" or ethical credentials of their products.

The ASA's independent consumer research (conducted at the end of 2007) has shown that, although awareness of environmental concerns is high, many people are concerned or lack a basic understanding about environmental claims and

what they really mean. Ambiguous, misleading or exaggerated claims risk generating scepticism and undermine the genuine initiatives that many businesses are taking to be greener.

In 2006, the ASA received 117 complaints about 83 ads making environmental claims. During 2007 we received 561 complaints about 410 ads and, by the end of June, the ASA had received 218 complaints about 160 ads in 2008.

A key requirement of the CAP and BCAP Codes is that advertisers should be able to substantiate the claims they make with sound evidence. The Codes include specific clauses about environmental claims. Those clauses require marketers to: explain the basis of environmental claims; qualify or explain claims such as "environmentally friendly" or "wholly biodegradable"; acknowledge whether informed debate exists; use a cradle-to-grave assessment when considering a product's environmental impact; hold robust evidence for claims and comparisons and avoid misleading consumers by using confusing or pseudo-scientific claims.

Few manufactured products have yet been proven to be totally harmless to the environment. Absolute "green" claims need to be backed by robust evidence. Claims such as "greener" and "friendlier" are sometimes acceptable if advertisers can prove that the product is an improvement taking all environmental factors into account when compared with their or their competitors' products. As with every other type of objective claim, the burden of proof falls on the advertiser to prove the claims it makes.

2.2 CAP and BCAP Rules

The purpose of the Codes is to maintain the integrity of marketing communications in the interests of both the consumer and the industry. All ads should be legal, decent, honest and truthful. They should be prepared with a sense of responsibility to consumers and society and be in line with the accepted principles of fair competition.

The BCAP Television and Radio Codes set out the rules that govern ads on television and radio channels licensed by Ofcom.

The CAP Code and the BCAP Codes contain sections on environmental claims. Appendices 7.1, 7.2 and 7.3 state the relevant environmental claim Code clauses for broadcast and non-broadcast media.

2.3 Survey Objectives

The purpose of the survey was to:

- Assess compliance rates for ads making environmental claims in the national press, consumer magazines, online, direct mailings, circulars and posters and on TV and radio;
- Identify breaches of the CAP Code or BCAP Codes;
- Contact advertisers responsible for ads that seemed to break a Code and obtain an assurance that future ads would comply fully with the relevant Code in future;
- Act as a deterrent to bad practice and an encouragement to good practice.

3 Methodology

3.1 Sample Method

The Compliance team used Billetts Media Monitoring, an online provider of ad monitoring in the UK, to identify the ads for assessment. The sampling period ran from 1 February 2008 to 29 February 2008 and the media that were examined included newspapers, magazines, regional press, direct mailings, circulars, posters, TV and radio. Billetts Media Monitoring does not yet have a specific environmental search field, so we used a free-text search using “environment”, “environmentally”, “green”, “carbon neutral”, “energy efficient”, “CO2”, “wind farm”, “renewable”, “sustainable”, “solar”, “offset”, “emissions”, “energy efficiency”, “organic”, “bio fuel” and “zero carbon”.

3.2 Media Examined in the Survey

We surveyed 30 newspapers, 50 magazines, 66 websites, 87 TV channels and 34 radio stations. They are listed in Appendix 5.

3.3 How Code breaches were Determined

The Compliance team identified those ads that might breach a Code clause and then presented those ads to a Panel consisting of ASA and CAP Executives and Managers. If all members of the Executive Panel agreed we recorded the ad under review as unacceptable.

Following that process, the Compliance team recorded twelve ads containing Code breaches.

4 Findings

4.1 Compliance Rate

The survey sought to establish the proportion of ads making environmental claims appearing between 1 February 2008 and 29 February 2008 that complied with the CAP and BCAP Codes.

The Compliance team considered 195 ads in total, of which 12 (6%) breached a Code; a compliance rate of 94%.

That is an encouraging result, but it is worth remembering that the acceptability of “carbon neutral” and reduced emissions type claims is difficult to ascertain without conducting a full ASA investigation. Had the ASA asked for, and assessed substantiation for all such claims, it might have found a significant number of additional breaches.

4.2 Compliance Rate by Media Type

This table identifies the number of breaches found in each medium:

Media	No. of ads	No. of breaches	Compliance rate of media
Press	88	7	92%
Direct Mail	33	2	94%
Internet	25	1	96%
Television	18	0	100%
Radio	12	0	100%
Circulars	10	1	90%
Posters	9	1	89%
Total	195	12	94%

Most of the breaches were in press ads (almost half of the ads scrutinised fell into that media group) for which the press compliance rate was 92%.

4.3 Breaches identified by the Compliance team

4.3.1 Press Breaches

- An ad for low-fuel consumption tyres claimed the tyres used less fuel, saved money and lowered emissions. The body copy was linked to a footnote, which stated that the claims were based on a comparison with the market average. The ad breached clause 49.1 of the CAP Code because it was confusing and unclear. The headline claim should have

been conditional and the body copy should have made the basis for the comparison clear.

- An ad for a hybrid car that can be fuelled by either petrol or hydrogen. The ad referred to “zero emissions”, “emission-free motoring” and, later in the ad, “near zero CO2 emissions”. The ad breached clause 49.1 of the CAP Code by being confusing and contradictory. It also breached Clause 49.2 because it emphasised the “green” credentials of the car and underplayed the environmental impact the car would have when used in petrol mode.
- A hybrid car ad that featured a group of arctic animals claimed that every time the advertised car was driven home, it would help save the animals’ home. The ad breached clauses 49.1 and 49.2 of the CAP Code for not making clear the basis for the headline claim.

The ASA published adjudications about three of the 195 surveyed ads shortly after February 2008. One concerned a magazine ad and poster for Cotton USA by the Cotton Council International. The other concerned two press ads for Fiat cars by Fiat Group Automobiles UK Ltd. The adjudications are included at Appendix 7.4.

4.3.2 TV breaches

None

4.3.3 Radio Breaches

None

4.3.4 Circular Breaches

- A circular for a solar energy company claimed the advertised system had been proven to harness a huge amount of free energy all year round. It breached clause 49.1 of the CAP Code because it did not make clear the basis for the claim and overstated the product’s impact. The circular also claimed “environmentally friendly source of energy”, thereby breaching clause 49.2 of the CAP Code because no evidence exists that such products cause no environmental damage when taking into account the full life cycle of the product.

4.3.5 Internet breaches

- A banner ad that offered “green” car insurance. The Compliance team considered that such an unqualified claim breached Clauses 49.1 and 49.2 of the CAP Codes.

4.3.6 Poster breaches

- An ad that referred to train travel being “environmentally friendly” without explaining the meaning of that term breached CAP Code clause 49.2 because the advertiser could not demonstrate that the travel would cause no environmental damage taking into account the life cycle.

4.3.7 Direct Mailing breaches

- A direct mailing offered a discount off a car and claimed the car was “Easy on the environment” and “one of the most environmentally friendly small cars on the market”. The mailing breached clause 49.1 of the CAP Code because the advertised car’s petrol engine emitted more CO₂ per km than many other small cars. The mailing also breached clause 49.2 of the CAP Code by describing the car as environmentally friendly, because that claim should not be used without qualification unless marketers can provide convincing evidence that their product will cause no environmental damage when taking into account the full life cycle of the product.
- A direct mailing described the advertiser’s SUV as being “easier on the environment” because of a filter that reduced harmful particulate emissions. The ad breached clauses 49.1 and 49.2 of the CAP Code because it was likely to mislead and confuse readers about the environmental credentials of the car by emphasising the low diesel particulate emissions of the car and underplaying the relatively high CO₂ emissions of the car, the adverse effects of which were more likely to be understood by the consumer.

4.4 ASA Investigations and Complaints

In February 2008 the ASA published one adjudication about an ad making environmental claims. The ad, by Misty Isle Boat Trips, included the claim “Friendly to the environment”. The adjudication is attached at Appendix 7.4. The ASA published 21 adjudications about ads making environmental claims between 1 February 2008 and the end of June 2008.

During the sample period, the ASA received 25 complaints about 19 ads making environmental claims from members of the public. Of those:

- It ‘not upheld’ 7 complaints about EDF Energy internet ads making environmental claims (the adjudication, published in June 2008, is attached at Appendix 7.4);
- six were duplicates of complaints that the ASA was already investigating;
- three were formally investigated but, at the time of writing, had not yet been adjudicated on; and
- 16 were assessed by the ASA as not justified.

5 Conclusions

The compliance rate of 94% was an encouraging result.

Increased public awareness of environmental concerns coupled with fast-evolving scientific knowledge and a significant rise in green initiatives pose a tough challenge for advertisers in ensuring their claims comply with the Codes; they explain the significant rise in complaints to the ASA about ads making environmental claims. Especially in non-broadcast media, where most ads are published without pre-clearance, advertisers might be inclined to over-claim environmental benefits or simply be inexperienced in presenting the adequate substantiation needed to satisfy the requirements of the CAP Code. All the breaches recorded were against non-broadcast ads but the compliance rate of 94% within that media category suggests advertisers are by and large advertising responsibly and within the CAP Code's requirements.

The compliance rate of 100% for broadcast ads is testament to the good work of the copy clearance centres and the advertisers who followed the advice provided.

The Compliance team contacted the advertisers whose ads breached the CAP Code and sought an assurance that they would not publish the same ads again.

The team will continue to monitor ads making environmental claims across all media to ensure a continuing high level of compliance with the Codes.

6 Pre-publication advice

Seeking free and confidential advice from the CAP Copy Advice team is the best way to ensure that non-broadcast marketing communications do not break the CAP Code and advertisers are urged to use that service. The dedicated and experienced team can draw on ASA research and adjudications when advising on compliance as well as the likely reaction of both the public and competitors. Consult the Copy Advice team on 020 7492 2100 (telephone), 020 7242 3696 (fax) or e-mail copyadvice@cap.org.uk. The team responds to almost all written enquiries within 24 hours.

Advertisers, their agencies and the media can minimise the chances of their campaign breaching the rules by using AdviceOnline, an up-to-date database of advice that informs advertisers what they can and cannot do and links users to relevant Code clauses, Help Notes and past ASA decisions. CAP encourages users to subscribe to Update@CAP, its e-mail newsletter. Both services are free and available on www.cap.org.uk.

For TV or radio pre-clearance advice, advertisers are urged to consult Clearcast (www.clearcast.co.uk) for TV ads or the RACC (www.racc.co.uk) for radio ads. Such pre-clearance is an explicit requirement of the BCAP Radio Code.

7 Appendices

The CAP and BCAP Codes

Relevant code clauses from the Television, Radio and Non-broadcast advertising codes:

7.1 CAP Code

Substantiation

3.1 Before distributing or submitting a marketing communication for publication, marketers must hold documentary evidence to prove all claims, whether direct or implied, that are capable of objective substantiation.

Relevant evidence should be sent without delay if requested by the ASA or CAP. The adequacy of evidence will be judged on whether it supports both the detailed claims and the overall impression created by the marketing communication. The full name and geographical business address of marketers should be provided without delay if requested by the ASA or CAP.

3.2 If there is a significant division of informed opinion about any claims made in a marketing communication they should not be portrayed as generally agreed.

Environmental Claims

49.1 The basis of any claim should be explained clearly and should be qualified where necessary. Unqualified claims can mislead if they omit significant information.

49.2 Claims such as 'environmentally friendly' or 'wholly biodegradable' should not be used without qualification unless marketers can provide convincing evidence that their product will cause no environmental damage when taking into account the full life cycle of the product. Qualified claims and comparisons such as 'greener' or 'friendlier' may be acceptable if marketers can substantiate that their product provides an overall improvement in environmental terms either against their competitors' or their own previous products.

49.3 Where there is a significant division of scientific opinion or where evidence is inconclusive this should be reflected in any statements made in the marketing communication. Marketers should not suggest that their claims command universal acceptance if that is not the case.

49.4 If a product has never had a demonstrably adverse effect on the environment, marketing communications should not imply that the formulation has changed to make it safe. It is legitimate, however, to make claims about a product whose composition has changed or has always been designed in a way that omits chemicals known to cause damage to the environment.

49.5 The use of extravagant language should be avoided, as should bogus and confusing scientific terms. If it is necessary to use a scientific expression, its meaning should be clear.

7.2 BCAP Radio Code

Misleadingness

All advertisements must comply with the requirements of the Control of Misleading Advertisements Regulations 1988 (as amended). The ASA is empowered to regard a factual claim as inaccurate unless adequate evidence of accuracy is provided within a short period of time when requested. The ASA will require advertisements that are found to be misleading to be withdrawn and not played again.

The Control of Misleading Advertisements Regulations define an advertisement as misleading if "...in any way, including its presentation, it deceives or is likely to deceive the persons to whom it is addressed ... and if, by reason of its deceptive nature, it is likely to affect their economic behaviour or ... injures or is likely to injure a competitor of the person whose interests the advertisement seeks to promote." In exercise of powers contracted out to it by Ofcom, the ASA has a specific duty under the regulations to investigate complaints (other than frivolous or vexatious ones) about alleged misleading advertisements.

In particular:

a) Advertisements must not contain any descriptions, claims or other material which might, directly or by implication, mislead about the product or service advertised or about its suitability for the purpose recommended.

b) Advertisements must clarify any important limitations or qualifications, without which a misleading impression of a product or service might be given.

Advertisements must not misleadingly claim or imply that the product advertised, or an ingredient, has some special property or quality which cannot be established.

Scripts must not contain complicated technical jargon. Relevant scientific terminology may only be used in a way that can be readily understood by listeners without specialist knowledge.

Scientific terms, statistics, quotations from technical literature, etc. should be used with a proper sense of clarity to the unsophisticated listener. Irrelevant data and scientific jargon should not be used to make claims appear to have a scientific basis they do not possess. Statistics of limited validity should not be presented in such a way as to make it appear that they are universally true. This paragraph is especially relevant to environment-related claims (see Section 2, Rule 5).

c) Before accepting advertisements, Licensees must be satisfied that all descriptions and claims have been adequately substantiated by the advertiser. A half-truth, or a statement which inflates the truth, or which is literally true but deceptive when taken out of context, may be misleading for these purposes. Ambiguity in the precise wording of advertisements and in the use of sound effects must be avoided.

All factual claims need substantiation and advertisers must provide supporting written evidence if claims are likely to be challenged. 'Puffery' is only acceptable in descriptions of products and services where listeners can very easily recognise and accept it as such. Claims in sung jingles should be substantiated in the same way as those using the spoken word.

Advertisements must not falsely suggest or imply official approval for a product.

5 Environmental claims

Central copy clearance is required. Sound factual evidence must support all claims.

a) Generalised claims for environmental benefit must be assessed on a 'cradle to grave' basis. The complete life-cycle of the product and its packaging, the environmental effects of its manufacture, use, disposal and all other relevant aspects must be taken into account;

b) Categorical statements such as 'environment friendly', 'safe' or 'green' are inappropriate;

c) Limited claims, relating to specific aspects of products or services, are acceptable in circumstances where more general ones cannot be justified;

d) Qualified claims (such as 'friendlier') are acceptable only where products/services can demonstrate significant advantages over

competitors or improvements in, for example, the chemicals or packaging they use. In such cases the nature of the benefit must be explained, e.g. "our unbleached nappies are kinder to the environment";

e) Claims based on the absence of a harmful chemical or damaging effect are unacceptable if the product category does not generally include the chemical or cause the effect. Claims for the absence of harmful constituents are also unacceptable if the product contains other, equally harmful elements. Spurious "free from X" claims are unacceptable.

Advertising should also follow the Green Claims Code, published by the Department for the Environment, Food and Rural Affairs (Defra).

7.3 BCAP Television Code

Definition of misleading advertising (5.1)

No advertisement may directly or by implication mislead about any material fact or characteristic of a product or service

Notes:

(1) See also 7.1 (Misleading advertising and children) for additional rules about advertising for products and services likely to be of interest to children.

(2) Advertising is likely to be considered misleading if, for example, it contains a false statement, description, illustration or claim about a material fact or characteristic. Material characteristics include price, availability and performance. Any ambiguity which might give a misleading impression must be avoided.

(3) Even if everything stated is literally true, an advertisement may still mislead if it conceals significant facts or creates a false impression of relevant aspects of the product or service.

(4) Scientific terms or jargon, statistics and other technical information should not be used to make claims appear to have a scientific basis that they do not possess. Equally, statistics of limited validity must not be presented in such a way as to mislead, for instance by implying that they are universally true.

(5) An advertisement may be misleading even if it does not directly lead to financial loss or a misguided purchasing decision. The ASA and BCAP may also regard an advertisement as misleading if, for example, it causes viewers to waste their time making enquiries, only to find that offers are unavailable or that there are important limitations. This could involve encouraging viewers to visit shops, or to make lengthy telephone calls (including freephone calls).

(6) When assessing whether an advertisement is misleading, the ASA and

BCAP consider the overall impression likely to be conveyed to a reasonable viewer. They do not consider the intentions of the advertiser, nor simply whether the advertising meets legal or other regulatory requirements.

(7) In addition to its delegated powers under the Communications Act 2003, the ASA has a duty to enforce the Control of Misleading Advertisements Regulations 1988 (as amended).

An advertisement is misleading if:

(a) it is likely to deceive those who see it and

(b) as a result of that deception, is likely to affect consumers' economic behaviour or

(c) for the reasons given in (a) and (b), it injures or is likely to injure a competitor of the person whose interests the advertisement promotes.

Claims (5.2)

Evidence (5.2.1)

Licensees must obtain adequate objective evidence to support all claims

Notes:

(1) Where a claim is based on scientific research or testing, that work should have been conducted in accordance with recognised best practice. Where licensees lack the specialised knowledge to assess the adequacy of evidence, they must consult independent experts.

(2) Licensees must make their own independent assessment of evidence submitted in support of advertising, and of any advice they have commissioned.

(3) Absolute claims – e.g. 'best on the market', 'lowest prices guaranteed' – should be avoided unless they are backed up by clear evidence and are based on a formula on which an advertiser can completely deliver. In particular, licensees should be alert to the fact that such claims may be invalidated by sudden changes in the market or the actions of competitors while the advertising is still on air. For this reason, absolute price claims should be treated with great caution.

(4) Under the Control of Misleading Advertisements Regulations 1988, the ASA is empowered to regard a factual claim as inaccurate unless adequate evidence of accuracy is provided to it when requested.

(5) A claim can be implied or direct, written, spoken or visual. The name of a

product or service may in itself be regarded as a claim.

Implications (5.2.2)

Descriptions, claims and illustrations must not imply attributes, capabilities or performance beyond those that can be achieved in normal use

Qualifications (5.2.3)

All important limitations and qualifications must be made clear

Note: Important limitations and qualifications include those on availability, particularly where failure to mention such conditions is likely to lead viewers to assume that an advertised offer is available on equal terms to all who might see it. Such restrictions might include geographical restrictions, limited numbers of purchases per person, age or sex restrictions etc.

Environmental claims (5.2.6)

Advertisements must not make unsubstantiated claims about environmental Impact

Note: Best practice on environmental impact claims is contained in ISO 14021 and the Department for the Environment, Food and Rural Affairs' Green Claims Code. Licensees must satisfy themselves that any departure from this best practice is justified.

Protection of the environment (6.8)

Advertisements must not encourage or condone behaviour prejudicial to the environment

Notes:

(1) This does not prevent responsible advertising for products or services which may have adverse environmental impact in normal use or in their manufacturing processes.

(2) See also 5.2.6 (Environmental claims).

7.4 ASA Adjudications

Misty Isle Boat Trips

Sealladh na Mara

Elgol

Isle of Skye

IV49 9BL

Date: 13 February 2008

Media: Leaflet, Poster

Sector: Holidays and travel

Number of complaints: 1

Ad

A leaflet and poster for boat trips:

a. The leaflet stated "... The Misty Isle is a beautiful traditional launch. She is quiet and very fuel efficient and is, therefore, friendly to the environment and the wildlife. In our stunning area we consider these features far more important than reaching your destination at great speed. On your outward journey from Elgol you'll visit a seal colony, see a rich variety of seabirds; possibly Puffins, Golden Eagles, Dolphins or even Basking Sharks and Whales ... This is the ONLY locally owned and run boat trip in Elgol ...". The leaflet included a photograph of two dolphins.

b. The poster included much of the same text as the leaflet and also stated "... 40th Anniversary Year! Skipper Seumas ran his first trip to Loch Coruisk in 1967 ...".

Issue

Bella Jane Boat Trips (BJBT) challenged whether Misty Isle Boat Trips (MIBT) could substantiate the claims:

1. "This is the ONLY locally owned and run boat trip in Elgol ... " in the leaflet, because BJBT were also locally owned and based in Elgol;
2. "... see a rich variety of seabirds; possibly Puffins ... Dolphins or even Basking Sharks and Whales ..." in the leaflet and poster, and the image of the dolphins, because they believed those sights were unlikely;
3. "The Misty Isle is ... friendly to the environment ..." in the leaflet and poster, because they believed no boat could be friendly to the environment; and

4. "40th Anniversary Year! Skipper Seumas ran his first trip to Loch Coruisk in 1967 ..." in the poster, because they believed the skipper had not operated continuously since 1967.

The CAP Code: 3.1; 7.1; 49.1; 49.2

Response

1. MIBT said the skipper of the Misty Isle had lived in Elgol on the Isle of Skye his whole life and his family had lived in Elgol for generations; the skipper was a sole trader whose only address was in Elgol. They asserted that BJB T was run by two directors who did not live in Elgol and whose registered address was in Inverness; they asserted that the company "Bella Jane Boats Ltd" had a registered company address in York. They asserted that they were, therefore, the only locally owned and run boat trip in Elgol.

2. MIBT asserted that, although they could not guarantee that the wildlife listed would be seen on every boat trip, there was a possibility that that wildlife could be seen on their boat trips. They sent a letter from an independent local wildlife expert to support their claims. The letter stated that a variety of seabirds and puffins could often be seen from the shore at Elgol and therefore could be seen during boat trips from the shore and also that basking sharks and whale sightings were possible depending on the season. The expert had, from the shore, viewed dolphins and puffins close to the Misty Isle boat during some of its trips.

3. MIBT agreed that no boat was likely to be friendly to the environment and that the claim "... friendly to the environment ..." was therefore likely to mislead. They said they would remove the claim from future ads.

4. MIBT said the skipper of the Misty Isle had run his first boat trip to Loch Coruisk in 1967 and had continued to run trips to the present day. They sent a copy of the skipper's Boatmasters' Licence from 1974, the year the licence was introduced, which stated he was licensed to operate a passenger vessel with up to 250 passengers. They also sent statements from local residents which stated that the skipper had run boat trips to Loch Coruisk since 1967. MIBT asserted that there had been a time from 2000 to 2004 when the skipper had run a limited number of trips to Loch Coruisk because the boat he had at the time was not suited to the trip. They asserted, however, that the skipper had made a large number of trips to Loch Coruisk over the last 40 years and had a great deal of experience of the trip.

Assessment

1. Not upheld

The ASA noted the owner of MIBT worked and lived permanently in Elgol and his sole address was in Elgol. We noted the company 'Bella Jane Boats Ltd' had its registered company address in York and the directors registered address was in Inverness. We understood from BJB T, however, that the company Bella Jane

Boats Ltd was dormant and had been created merely to protect the name and trademark of the business and that the address in York was BJBT's accountants address. BJBT said, since their ownership of the business, they had lived on the Isle of Skye, both in Elgol and other areas but were currently not living in Elgol. They asserted that there were many people involved with the running of their boat trips, some of them lived in Elgol, others lived further away.

We noted the people who owned and ran BJBT operated from, but did not live permanently in, Elgol. We considered that readers were unlikely to understand the claim "This is the ONLY locally owned and run boat trip in Elgol ..." to mean that MIBT operated the only boat trip in Elgol. We considered, instead, that readers would understand the claim to mean that, unlike any other boat trip, the people who owned and ran MIBT lived permanently in Elgol and operated their company from there. We understood that was the case and concluded that the claim was therefore unlikely to mislead.

On this point, we investigated the ads under CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness) but did not find them in breach.

2. Not upheld

We considered that the photograph of the dolphins was clarified by the text in the main body of the leaflet which stated "possibly ... Dolphins"; we considered that the photograph did not imply that dolphins would definitely be seen on a trip. We considered that readers were likely to understand from the ad that they would see a variety of seabirds and could possibly see puffins, dolphins, basking sharks or whales. We considered that the ad made clear it was not certain that all, or any, of that wildlife would be seen on one of their trips but merely that there was a possibility they could be seen. We noted the independent local wildlife expert specialised in birds but that he also had experience of other wildlife. We noted his letter stated there was a variety of seabirds in the area and that puffins, basking sharks, whales and dolphins had been seen in the area and could be viewed on one of MIBT's boat trips. We concluded therefore that the claim was unlikely to mislead.

On this point, we investigated the ads under CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness) but did not find them in breach.

3. Upheld

We understood that the Misty Isle boat would cause some damage to the environment and considered, therefore, that the claim "... friendly to the environment ..." was misleading. We welcomed MIBT's assurance that they would not use the claim again.

On this point, the ads breached CAP Code clauses 3.1 (Substantiation), 7.1 (Truthfulness) and 49.1 and 49.2 (Environmental claims).

4. Not upheld

We noted the statements from local residents that stated that the skipper had run boat trips to Loch Coruisk since 1967. We considered that readers were likely to infer from the ad that the skipper had run his first boat trip to Loch Coruisk in 1967, had continued to run boat trips since that time, and was still running boat trips in 2007. We considered that the claim was likely to be seen as highlighting that it was 40 years since the skipper had run his first trip to Loch Coruisk and the many years of experience the skipper had of running boat trips to Loch Coruisk. We considered that readers would expect the skipper to have run a number of trips over 40 years but they would not expect the skipper to have run regularly scheduled trips every year for 40 years. Because we understood that the skipper had operated his first trip to Loch Coruisk in 1967, had run a number of boat trips since that time and was still operating boat trips to Loch Coruisk in 2007, we considered that the claim was unlikely to mislead.

On this point, we investigated ad (b) under CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness) but did not find it in breach.

Action

We told MIBT to remove the claim "... friendly to the environment ..." from their ads.

EDF Energy plc

EDF Energy Customersplc
40 Grosvenor Place
London
SW1X 7EN

Date: 4 June 2008

Media: Television, Internet (display)

Sector: Utilities

Agency: Euro RSCG London

Number of complaints: 7

Ad

A TV and internet ad for EDF Energy:

a. a voice-over in the TV ad stated "By 2020 EDF Energy aim to reduce the carbon intensity of CO2 emissions from their electricity productions by 60%". On-screen text stated "Aims based on improvements to EDF Energy's 2006 performance and is subject to change in the event of matters beyond EDF Energy's reasonable control".

b. the internet ad showed an image of an open book. Various images popped up from the book including trees, a green field with sheep grazing, a corn field and a countryside scene with wind turbines and a hot air balloon. The ad played a song and the words of the song were shown at the top of the ad: "It's not that easy being green. Having to spend each day the colour of the leaves ... But green's the colour of spring. And green can be cool and friendly like. I am green and it'll do fine, it's beautiful. And I think it's what I want to be". Text stated "If we don't save today, we can't save tomorrow ... Find out how EDF Energy is combating climate change".

Issue

1. Five viewers challenged whether the claim "By 2020 EDF Energy aim to reduce the carbon intensity of CO2 emissions from their electricity production by 60%" in ad (a) was misleading, because the vast majority of viewers would not understand the term 'carbon intensity' and would believe EDF intended to reduce their CO2 emissions by 60%.

2. Two complainants, including People & Planet, challenged whether ad (b) misleadingly implied that EDF Energy was a 'green' energy supplier, because they believed they supported and invested in nuclear power and only a small proportion of their electricity was supplied by renewable energy.

The CAP Code: 7.1;49.1;49.2

BCAP TV Advertising Code: 5.1;5.2.2;5.2.6

Response

1. EDF Energy plc (EDF) said the TV ad was part of an ongoing national campaign aimed at raising awareness of EDF's published Climate Commitments. They said a key part of their commitment was to reduce the CO2 intensity of their electricity generation, by which they meant the amount of CO2 they emitted whilst producing a given volume of electricity. They believed that was a more useful measure than 'absolute tonnes' of CO2 because it allowed their company to continue to monitor its performance in the area irrespective of increased generation capacity due to changes in demand. They said an absolute target would not reflect the need to increase their electricity generation if demand increased. EDF said they could not control changes in national demand for electricity, which could increase dramatically by 2020 if, for example, electric cars or some other emerging technology became more common. They said that adopting an 'absolute tonnes' methodology of monitoring CO2 emission reductions would therefore simply not be sustainable or allow for the activities of competing generators to be compared on a truly like for like basis. EDF said, in that respect, not only did all of their main competitors use "carbon intensity" as a measure of CO2 emission reductions from generation but that approach was consistent with how all suppliers were required to give customers information about the energy source fuel mix of the electricity they supplied under the Electricity (Fuel Mix Disclosure) Regulations 2005. They said their approach was also consistent with the way in which suppliers of other products and services were beginning to communicate with their customers about CO2 emissions associated with the delivery of those products and services, e.g. supermarkets and food manufacturers. EDF said although terms such as 'carbon intensity' might not yet be fully understood by all, they believed that should not prevent them from using such terms to raise awareness of the issues. They said they had ensured that their website contained a full glossary of that and other terms that they realised might be less well understood by their customers.

EDF said the ad was not an attempt to artificially inflate their commitment claim. They said their analysis actually showed that they could have reasonably justified a claimed carbon intensity reduction of over 67%. However, the key for them was to ensure that they had the most realistic and accurate measure for the target they wanted to achieve. They provided a breakdown of how they would achieve the 60% reduction and the business plan that the aim was based on. They said their commitments in this area were linked to their business plans to replace existing coal fired generation plants with gas fired and nuclear generation plants together with increased development of renewable generation (such as wind) by 2020. They stressed that the business plans were not based on assumptions but actual agreed strategy, elements of which were already in the course of being delivered (for example planning permission for the first gas fired plant had already been granted and the Government had now confirmed its approval to the development of new nuclear generation). EDF said, however, that even based on their conservative analysis, the figures still revealed that EDF

would in fact achieve an absolute reduction of 61% of CO2 emissions from its electricity production compared with 2006 levels. They said that indicated that even if viewers had misinterpreted their TV campaign to mean that they aimed for an absolute reduction in CO2 emissions of 60% the ad was not misleading.

EDF also pointed out that following consultation with Clearcast the caveat "Aims based on improvements to EDF Energy's 2006 performance and is subject to change in the event of matters beyond EDF Energy's reasonable control" had been included in the ad to make clear to viewers that the claim was subject to matters outside of their control.

Clearcast said due to the complexity of the script and the various elements included within it they had been very cautious in approving the ad. They said they had considered the issue of whether viewers were likely to understand the difference between 'carbon intensity' and 'CO2 emissions' but following their discussions with EDF they had considered that 'carbon intensity' was a term that was common within the industry and would be understood by the viewer. They said they were careful to ensure that the ad did not refer to 'carbon intensity' on its own or was used instead of 'CO2 emissions'. They said they also considered that 'carbon intensity' was a more accurate and valid way of assessing EDF's CO2 emissions. They said the claim was based on commitments EDF were undertaking now to achieve in 12 years time and, as the accompanying caveat explained, the comparison was based on 2006 figures but 'matters outside EDF's reasonable control' might make a claim based on CO2 emissions alone irrelevant. For those reasons they said they believed the ad was not misleading.

2. EDF said the internet ad was intended to highlight the need to combat climate change and that that was something that both they and their customers needed to get involved in. They said the ad highlighted that although taking steps to combat climate change might not be easy for either a large company or an individual customer, if people were passionate about securing the future of the planet, everyone needed to demonstrate their intent to tackle climate change head on.

EDF said they were very proud of their record on 'green' issues and they provided details of some of their achievements in that area, for example they believed they were the first energy company to reward customers for reducing their energy consumption. They said, however, they had deliberately avoided making statements such as "greenest energy company" or "greenest supplier" not only because of the problems with substantiating such claims but also because they understood that the term "green supplier" could mean different things to different people. For that reason they had been careful to ensure that the focus throughout their ad was about lowering CO2 emissions and combating climate change. They pointed out that the ad did not state that EDF was a 'green' supplier and the only references to 'green' were to recognise that they appreciated that it was not easy being green. EDF said the ultimate role of the

ad was to raise awareness of exactly what action EDF had taken to reduce carbon emissions and tackle climate change and what further action they were planning to take.

Assessment

1. Not upheld

The ASA noted 'carbon intensity' referred to the relative amount of carbon emitted per unit of energy or fuels produced. We noted EDF had qualified the claim to make clear that the 60% reduction was based on a comparison with their 2006 performance and that it was subject to change in the event of matters outside of EDF's control.

We noted the detailed breakdown of the 60% reduction claim which EDF provided showed that the reduction in their carbon intensity by 2020 would be 68% and that EDF had also modelled the predicted reduction levels that would take place if the amount of electricity increased beyond current expectations and even in that scenario the reduction in carbon intensity would be 67%. We noted their calculations also showed that the reduction in absolute carbon emissions was likely to be 61% or 56% at the extra production level. We noted those calculations were based on planned business strategies and EDF had factored in where some elements of those strategies might not be met.

We noted 'carbon intensity' was a measure that was used within the industry and that it was also used for reporting fuel mix as part of the Electricity (Fuel Mix Disclosure) Regulations 2005. We considered, however, that without qualification to explain its definition, most viewers were unlikely to understand its meaning and were likely to infer that it related to absolute carbon emissions. Nevertheless, we noted EDF had demonstrated that if they achieved their aim they would also reduce their absolute carbon emissions by 60% and we therefore considered that qualification of the term "carbon intensity" was not necessary in this instance because whichever way they interpreted the claim viewers were unlikely to be misled. We considered that because EDF had demonstrated that they had planned business strategies in place to achieve their aim of a 60% reduction in both the carbon intensity of their CO₂ emissions and their absolute CO₂ emissions, the ad was unlikely to mislead.

On this point, we investigated ad (a) under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.2 (Implications), 5.2.3 (Qualifications) and 5.2.6 (Environmental Claims) but did not find it in breach.

2. Not upheld

We noted ad (b) did not make any direct claims that EDF was a 'green supplier', although we considered several images could be interpreted as "green" references, for example the green fields and the wind turbine, and the references to being 'green' in the song. We considered, however, that consumers were likely to understand that the ad merely highlighted that EDF, although

recognising the difficulties involved, wanted to take steps to tackle climate change and was asking consumers to get involved as well. We noted if consumers clicked on the ad they were directed straight to EDF's internet microsite, which included detailed information about EDF's steps to reduce their carbon intensity, their investment in nuclear power and their intention to increase their investment in renewable energy.

We considered that consumers were unlikely to infer from the ad that EDF were a 'green' supplier and we therefore concluded that the ad was unlikely to mislead.

On this point, we investigated ad (b) under CAP Code clauses 7.1 (Truthfulness), 49.1 and 49.2 (Environmental Claims) but did not find it in breach.

Action

No further action required.

Cotton Council International t/a Cotton USA

Liberty House
222 Regent Street
London
W1B 5TR

Date: 12 March 2008
Media: Magazine, Poster
Sector: Agricultural
Agency: Kugel Limited

Number of complaints: 3

Ad

A magazine ad and a poster for Cotton USA stated "SOFT, SENSUAL AND SUSTAINABLE, IT'S COTTON USA!"

Issue

Three complainants challenged the term "sustainable" because they believed cotton was a pesticide- and insecticide-intensive crop and could seriously deplete groundwater supplies in the High Plains region of the United States where much of the country's cotton was grown. One complainant challenged whether US cotton subsidies had a negative impact on cotton farmers in the developing world, particularly in West Africa.

The CAP Code: 3.1; 7.1; 49.1; 49.2; 3.2; 49.3

Response

Cotton Council International (CCI) said they believed US cotton production, whether produced conventionally or organically, met reasonable and generally accepted definitions of "sustainability". They quoted the United Nations definition, the US Environmental Protection Agency's definition and a US Congress definition of the term. They said whilst definitions could vary, they believed the basic principles remained constant: economic viability, protection for the environment and social responsibility.

CCI said conventionally produced (rather than organic) cotton currently accounted for more than 99.99% of US cotton production. They stated that conservation tillage, which was difficult or impossible to use in organic cotton production, was used significantly in conventional US cotton production. They said this reduced greenhouse gas emissions and saved about half a billion metric tonnes of soil per year and over a billion litres of tractor fuel. They also said conventional cotton required less land, water and labour to be produced than organic cotton, and also used nitrogen fertilizer rather than the large amounts of animal manure used by organic cotton production, which was high in nitrates and could result in nutrient run-off which damaged local lakes and rivers. CCI claimed that, since 1930 the amount of land devoted to cotton farming in the US had

dropped by 30 million acres, while yields of cotton had risen by 6 - 8 million bales, due to sustainable development practices which had freed up land for conservation and other uses. They said that "organic" and "sustainable" were not equivalent, because organic cotton alone could not sustain and supply the global demand for fibre now or in the future, as it was too land intensive.

CCI maintained that cotton was a natural, renewable, biodegradable and sustainable fibre. They said US cotton was sustainable because it met the guidelines of the Food, Agriculture, Conservation and Trade Act of 1990, and was governed by strict regulations for production agriculture put in place by the Food and Drug Association (FDA), the Environmental Protection Agency (EPA) and Animal Plant Health Inspection Service (APHIS) for a food crop. They said the alternative to efficient and sustainable global production of conventional cotton fibre was synthetic chemical fibre production, and that synthetic chemical fibres used petroleum as a base, which was non-renewable and therefore not sustainable in the long term. CCI provided various data on pesticide and water use in cotton production which they believed demonstrated that US cotton was "sustainable" on these grounds. They said that there was an overwhelming move to the planting of biotech or genetically modified (GM) cotton in the US, and that biotech varieties used less pesticide. They said today's pesticides were more targeted, less toxic and less persistent in the environment than previously and that beneficial insects were also now being managed better in cotton cultivation. They said results from independent testing showed US cotton satisfied internationally recognised Eco-Labels standards and easily passed the regulations for foodstuffs. They sent records from the Bremen Cotton Exchange to show that.

CCI also said that, whilst the High Plains of the US was a broad geographical region of altitude which extended into parts of South Dakota, Nebraska, Wyoming, Colorado, Kansas, Oklahoma, New Mexico and Texas, when discussing cotton production in the United States, the "High Plains" normally referred to the cotton growing regions on the far southern part of the High Plains around Lubbock, Texas, where about 25% of US cotton was grown. They said that integrated pest management was used in this region (e.g. computer-aided monitoring, biological controls, precision satellite technology, agriculture and cultural practices) and 86.5% of the cotton in Texas was biotech (GM). They submitted that all the evidence they had provided indicated that cotton grown in the US and in the High Plains of Texas was not an "insecticide intensive crop".

CCI also maintained that cotton had been wrongly cited as a water intensive crop. They said it was very drought tolerant and used about the same amount of water as other major crops. They provided evidence to show that about 65% of the US crop was produced without any irrigation, and irrigation was used for 35%. They said much of the irrigation that was used was water-efficient drip-irrigation and "low energy precision irrigation". CCI sent information with respect to the High Plains of Texas in particular, and said that 30 - 40% of the crop in that

region was irrigated, of which about 20% was irrigated using water-efficient methods. They believed their evidence indicated that cotton grown on the High Plains of Texas did not seriously deplete groundwater supplies as suggested by the complainants.

CCI further argued that, the undeniable difficulties of cotton farmers in West Africa were the result of many factors including corporate monopolies in the region and the rejection of biotech (GM) cotton by farmers there. They said the Cotton Council took corporate social responsibility seriously and was involved in the US government programme known as the West Africa Improvement Project (WACIP).

Assessment

Upheld

The ASA noted the term "sustainable" was used and understood by governmental and non-Governmental organisations, public bodies and researchers in many and varying ways, and that the term was often subject to political and ideological argument. We understood that the best practice guidance on environmental claims in the Department for Environment, Food and Rural Affairs (Defra) "Green Claims Code" stated that, although sustainability was a widely used term, it was not defined by a common methodology when applied to products and therefore claims containing the words "sustainability" or "sustainable" should be avoided.

We acknowledged that cotton production in the US was a highly technical industry and that environmental management played a significant part in that. We also acknowledged CCI's argument that pesticide and insecticide use on US crops was down from 1990 levels. However, although we noted some peer reviewed scientific publications had concluded that GM cotton could potentially offset some of the environmental impacts of intensive agriculture by reducing pesticide use, we also noted there was reputable scientific opinion that was concerned about the longer term impact of GM crops on biodiversity and the environment. We noted that GM crops had only been planted commercially in the US for ten years, and many scientists did not consider ten years to be sufficient time to assess the long-term impact of such crops. We considered that evidence that the current switch to GM cotton in the US was responsible for less pesticide use than previously was not equivalent to evidence that US cotton production was "sustainable".

We noted CCI's submission that cotton was not a water-intensive crop, but also noted that it was described both as a water intensive crop and a less water intensive crop in reputable scientific literature. We were therefore concerned that there was a division of informed and scientific opinion as to the relative water efficiency of cotton as a crop.

We noted that the High Plains region of the US, including portions of South Dakota, Nebraska, Wyoming, Colorado, Kansas, Oklahoma, New Mexico, and Texas, was underlain by the Ogallala aquifer, also known as the High Plains aquifer, a large shallow underground water table. We understood that the aquifer was a groundwater storage reservoir, which was renewable, but which replenished slowly. We noted that a US Geological Survey report (2000) on this aquifer considered that it provided the water to irrigate crops on about 27% of irrigated land in the United States and withdrawals from it amounted to around 30% of the nation's groundwater use for irrigation. We further noted that this report stated there had been a 6% overall decrease in the volume of water stored in the aquifer over the past 50 years, but that in two states in particular, Texas and Kansas, water storage had declined by much greater amounts, 27% and 16% respectively, in that time. We noted that the report concluded that where water was being withdrawn from the High Plains aquifer at rates greater than it was being replenished this would "have a significant impact on the agricultural economy of the region" in future. We noted that, according to data provided by CCI, parts of Texas and Kansas, together with parts of Oklahoma and New Mexico were major cotton growing areas on the High Plains. We accepted CCI's submission that 30 - 40% of Texas High Plains cotton was irrigated and that this was done using water-efficient drip irrigation and "low energy precision irrigation" (which could also be a water efficient method) for a proportion of that. Nevertheless, we understood that the High Plains aquifer was used to provide irrigation for cotton crops on the High Plains of Texas and Kansas. We concluded that on this point of water conservation, based on the available evidence, it was not possible to establish with certitude that US cotton production on the High Plains region of the US was "sustainable".

In relation to the third point about US subsidies having a negative impact on cotton farmers in the developing world, we acknowledged that CCI believed international aid organisations had misrepresented the impact of the US cotton programme on global economics, and that US cotton subsidies were not responsible for the difficulties of cotton farmers in the global South, particularly West Africa. However, we also noted that the World Trade Organisation had opposed US cotton subsidies in 2005, and considered that CCI's view that the US cotton industry had no negative impact on local economies elsewhere therefore did not command universal acceptance. We concluded that the claim "SOFT, SENSUAL AND SUSTAINABLE" in the ad misleadingly implied the sustainability of CCI's cotton was universally agreed.

We noted the advice given by the UK Department Defra in their "Green Claims Code" document, which stated that green claims should not "... be vague or ambiguous, for instance by simply trying to give a good impression about general concern for the environment. Claims should always avoid the vague use of terms such as 'sustainable', 'green', non-polluting' and so on..." We concluded that, because there was no universally agreed definition of the term "sustainable" and there appeared to be a significant division of informed opinion as to whether

cotton production in the US could be described as "sustainable" or not under the various available definitions, the meaning of the term "sustainable" in the CCI ad was likely to be ambiguous and unclear to consumers. We concluded that CCI had not justified the claim.

Action

The ads should not appear again in their current form.

Fiat Group Automobiles UK Ltd
240 Bath House
Slough
Berkshire
SL1 4HJ

Date: 25 June 2008
Media: National press
Sector: Motoring

Number of complaints: 2

Ad

Two press ads for Fiat cars. Ad (a) was headlined "E CO2 NOMY OF SCALE". The "CO2" portion of this was coloured green. Ad (b) was headlined "LESS CO2 NO CONGESTION CHARGE". The CO2 portion of this was also coloured green. The ads were identical in the middle section, and both depicted four different models of Fiat, which were described above with a model name and a price, and below with a specification in each case.

Text beneath the car images on ads (a) and (b) stated "Fiat's average CO2 emissions are lower than any other car manufacturer (Source:cleangreencars.co.uk)."

Text beneath that in ad (a) stated "It's amazing what happens when the ideas are bigger and the cars are smaller. Especially since low emissions now means you'll pay just £35 road tax on the cars above, and from this October no congestion charge ...". Text in the same position on ad (b) stated "From October you'll pay no congestion charge on any of these cars. Their low low emissions already mean you'll pay just £35 road tax ..."

Text below these statements on both ads (a) and (b) stated "Fuel consumption figures for the Fiat Bravo, Grande Punto, 500 and Panda mpg (l/100km) and CO2 emissions: Urban - 53.3 (5.3) - 30.4 (9.3) Extra Urban - 80.7 (3.5) - 48.7 (5.8) Combined - 67.3 (4.2) - 39.8 (7.1) CO2 - 110-167." Small-print at the very bottom of ads (a) and (b) stated "Cars shown: Bravo 1.6 16v Multijet diesel Dynamic OTR £15,270, Grande Punto, 1.3 16v Multijet diesel Dynamic OTR £11,295. 500, 1.2 Lounge OTR £10,000. Panda, 1.3 16v MultiJet diesel Dynamic £9,240. Prices correct at the time of going to press."

Issue

1. Two readers said they believed the ads were misleading because the actual models depicted cost more than the prices displayed above them.
2. One reader said he believed ad (a) was misleading because the "CO2" in

green print and the explanatory copy indicated this was an ad for low CO2 emission cars, but three of the four prices given above the vehicles were prices for models with considerably higher CO2 emissions figures.

The CAP Code: 7.1;48.7;15.1;49.1;49.2;19.1

Response

Fiat Group Automobiles Ltd (Fiat) said the ads were designed to send two messages. The first was to advertise the Fiat range and to indicate entry level prices for the Grande Punto, Panda, 500 and Bravo. They said the second intention was to advertise that Fiat branded cars had the lowest average CO2 emissions of any car manufacturer. They cited Cleangreencars.co.uk's research in support of that.

Fiat said they had been keen to ensure that the cars featured in the photographs were available with emissions less than 120 g CO2 per km, as this was the tax threshold and the break point for the congestion charge from October 2008. They said the ad also stated the maximum and minimum fuel consumption and emissions for the Fiat range.

Fiat said they had not intended to mislead and did not believe any reasonable reader would be led to the conclusion that the model illustrated was necessarily available for the range price. However, they said the ad would not be shown again in its current form.

Assessment

1. Upheld

We noted the headline prices in the ads were for bottom of the range models, and that the prices of the low CO2 emissions cars featured with their specifications were more expensive. We acknowledged that the headline prices were preceded by the word "from" and that the actual prices of the models featured were given in small-print at the bottom of the ad. However, we also noted the CAP Code stated explicitly that prices quoted in motoring ads should correspond to the vehicles illustrated, and that it was not acceptable to feature a more expensive model alongside the starting price for that range. We considered that the presentation of the ads, which showed the low emissions vehicles alongside prices for the bottom of the range vehicles with higher emissions, gave the impression that Fiat's low CO2 emissions cars were cheaper than they were. We concluded that the ads could mislead.

On this point the ads breached CAP Code clauses 7.1 (Truthfulness), 15.1 (Prices), 18.1 (Comparisons) 48.7 (Motoring) and 49.1 (Environmental claims: qualification).

2. Upheld

We considered the "CO2" in green print and the explanatory copy in the ads gave the impression that the ads were for low CO2 emission cars. We acknowledged that Cleengreencars.co.uk, an organisation that offered information about cars and the environment on its website, showed data indicating that, in 2007, Fiat ranked first among manufacturers in terms of sales weighted CO2 performance overall, with the lowest emissions quotient. We noted these data also showed that in the first quarter of 2008 Fiat had been superseded by Mini in this regard, and ranked second. However, we noted the ads were published in February 2008 and that first quarter data was generally published in March and therefore considered the claim "Fiat's average CO2 emissions are lower than any other car manufacturer" was supported at the time the ads were published. We acknowledged that the cars featured in the photographs in the ads were available with emissions of less than 120 g CO2 per km. Nevertheless, we noted that three of the four headline prices featured next to the images were for models that had higher CO2 emissions figures.

We noted the colour-coded fuel economy label for vehicles featured on the Department for Transport's website was banded from A to G, with bands A and B, coloured green, representing cars that emitted the least CO2 as well as having lower car tax. We noted the upper limit for CO2 emissions for inclusion in band B was 120 g/km. We noted that the Fiat models represented by the headline prices in the ads fell into bands C and D (colour coded light green and yellow respectively). We concluded that whilst Fiat was a manufacturer with a low average CO2 emissions quotient, the prices featured in the ads did not represent low CO2 emission cars and the ad could mislead on those grounds.

On this point ad (a) breached CAP Code clauses 7.1 (Truthfulness), 15.1 (Prices), 19.1 (Comparisons), 48.7 (Motoring), 49.1 and 49.2 (Environmental claims).

Action

We welcomed Fiat's assurance that the ads would not be shown again in their current form. We advised Fiat to consult the CAP Copy Advice team before publishing further ads of this nature.

7.5 List of Media Surveyed

Billets Media Monitoring captured ads for assessment from these newspapers:

- Daily Record (Scottish Edition)
- Daily Star
- Daily Mirror
- The Sun
- Daily Star Sunday
- The Independent on Sunday
- The Mail on Sunday
- The Observer
- The Sunday Telegraph
- The Sunday Times
- Metro
- The London Paper
- London Lite
- The Independent
- Daily Mail
- Belfast Telegraph
- The Daily Telegraph
- Evening Standard
- Daily Express
- Financial Times
- The Guardian
- Manchester Evening News
- News Of The World
- The People
- Racing Post
- The Scotsman
- Sunday Mirror
- Sunday Tribune
- Sunday Business Post
- The Times

Magazines

- Arena
- BBC Music Magazine
- Bella
- Best
- Bizarre
- Boots Health & Beauty

- Chat
- Company
- Cosmopolitan
- Country Life
- Elle
- Esquire
- Eve
- FHM
- Front
- Glamour
- GQ
- Heat
- In Style
- Loaded
- Marie Claire
- Maxim
- Men's Health
- Mojo
- New Woman
- Nuts
- Pick Me Up
- Prima
- Q
- Red
- Sainsbury's Magazine
- She
- Somerfield Magazine
- Stuff
- Take a Break
- Tatler
- Tesco Magazine
- That's Life
- The Face
- Time Out
- Top Sante
- Vanity Fair
- Vogue
- Waitrose Food Illustrated
- Woman
- Woman's Own
- Your M&S Magazine
- Yours
- Zest
- Zoo

Websites

- www.upmystreet.co.uk
- www.viewlondon.co.uk
- Uk.my.yahoo.com
- Uk.sports.yahoo.com
- www.handbag.co.uk
- www.ivillage.co.uk
- www.empireonline.co.uk
- www.touchbirmingham.co.uk
- www.touchlondon.co.uk
- www.gq-magazine.co.uk
- www.vogue.co.uk
- www.mirror.co.uk
- www.icnetwork.co.uk
- www.dailyrecord.co.uk
- www.people.co.uk
- www.sundaymirror.co.uk
- www.skymovies.com
- www.heart1062.co.uk
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- www.manutd.com
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- www.skysports.com
- www.closerdiets.com
- www.orange.co.uk
- www.tiscali.co.uk
- www.blueyonder.co.uk
- www.motors.ebay.co.uk

- www.investorschronicle.co.uk
- www.arsenal.com
- www.myoffers.co.uk
- www.channel4.co.uk
- www.findarticles.com
- www.gmtv.com
- www.thetimes.co.uk
- www.itv.com
- www.imdb.co.uk
- www.uknetguide.co.uk
- www.sundaymail.co.uk
- www.thesun.co.uk
- www.allinlondon.co.uk
- www.city-visitor.com
- www.about.co.uk
- www.scotsman.com
- www.onthebox.com
- www.style.com
- www.independent.co.uk
- www.belfasttelegraph.co.uk
- www.aol.com
- www.bigbrother.com
- www.getlippy.com
- www.glamourmagazine.co.uk
- www.myvillage.com

TV stations

- ABC1
- Animal Planet
- Animal Planet +1
- At The Races
- B4
- Bravo
- Bravo +1
- Bravo 2
- C4 (all networks)
- Carlton Network
- Carlton Network Too
- Challenge TV
- Chart Show TV
- Channel 4 Midlands
- Classic FM TV
- Crime and Investigation Network

- Discovery
- Discovery +1
- Discovery Civilisations
- Discovery Health
- Discovery Real Time
- Discovery Real Time +1
- Discovery Real Time Extra
- Discovery Science
- Discovery Travel & Living
- Discovery Wings
- E!
- E4
- E4 +1
- Eurosport
- Extreme Sports Channel
- Film 4
- Film 4 +1
- Five (all networks)
- Flaunt
- Fox News
- FTN
- FX
- GMTV
- Granada ITV
- Hallmark
- ITV (all networks)
- Kerrang
- Kiss TV
- Living TV
- Magic TV
- More 24
- More 4
- Motors TV
- Movies 24
- MTV
- National Geographic
- Paramount
- Performance Channel
- Premiership Plus
- Q
- Reality TV
- S4C
- Sci-Fi + 1
- Sci-Fi Channel

- Scottish ITV
- Scuzz
- Setanta Sports
- Sky News
- Sky Movies +1
- Sky Movies Comedy
- Sky Movies Drama
- Sky Movies Family
- Sky Movies Indie
- Sky Movies Premiere
- Sky Movies Premiere + 1
- Sky Sports 1,2,3
- Smash Hits
- The Amp
- The Biography Channel
- The Box
- The History Channel
- The Hits
- The Travel Channel
- The Vault
- TMF
- Turner Classic Movies
- UK Living
- UKTV (all channels)
- VH1
- Zone Reality
- Zone Reality Extra

Radio stations

- BRMB
- Capital 95.8 FM
- Century 105.4 FM
- Classic FM
- Clyde 1 102.5
- Clyde 2 1152 AM
- Cool FM
- Essex FM
- Galaxy Birmingham
- Galaxy Manchester
- Galaxy Yorkshire
- Gold London
- 100.7 Heart FM
- Heart 106.2 FM

- Invicta FM
- Key 103 FM
- Kiss 100 FM
- LBC 97.3 FM
- LBC News 1152 AM
- Magic 105.4 FM
- Mercia 97.0 FM
- Metro Radio
- Power FM
- Radio City 96.7
- Radio Wave 96.5
- Real Radio Wales
- Real Radio Scotland
- Red Dragon FM
- Smooth London
- TalkSPORT
- Virgin AM
- Virgin FM
- XFM Scotland
- XFM London