

Advertising Standards Authority

Broadcast Advertising
Adjudications

20 July 2005



ADVERTISERS IN THIS WEEKS REPORT

Bulldog Communications Ltd 3

National Westminster Bank plc 5

Telebrands 7

ADVERTISER: Bulldog Communications Ltd
AGENCY: WCRS Ltd
Date: 20 July 2005
Media: Radio
No. of complaints: 1

COMPLAINT:

A radio advertisement for Bulldog Broadband Internet service featured a make-believe boxing match. A voiceover announced "In the red corner we have standard broadband and in the blue corner we have Bulldog 4 Meg heavyweight broadband. Seconds out, round one." A second voice said "Heavyweight Bulldog is straight in there, no waiting around. Standard Broadband doesn't stand a chance!" A different voice then said "Bulldog's knockout broadband starts at a featherweight £10.50 a month. For more information, text Bulldog to 81156. Limited Availability. Visit bulldogbroadband.com for details. Offer available till 31 May. Conditions apply."

A listener complained that the £10.50 a month service was limited to only eight hours online time, after which a further hourly charge of £1.50 would be applied and believed this should have been stated in the advertisement.

ADJUDICATION: Complaint upheld

The Radio Advertising Clearance Centre (RACC) said the advertisement did not make a direct comparison with other broadband suppliers offering unrestricted access. Instead, it said, any comparison made was related to the different speeds of broadband available and, at speeds of up to 4 Meg, the service from Bulldog was faster than standard broadband. It also said the advertisement did not state or imply that the £10.50 tariff allowed unlimited access; it was clear from the advertisement that the provision of 4 Meg services started at this price and that there were conditions to the offer; the listener was also invited to text or visit a website for further information.

Bulldog Broadband said the reference to "standard broadband" in the advertisement was an important qualification in the comparison. It said standard broadband services at the time were no faster than 1 Meg and were also limited in some aspect, usually either by download limit or by time limits. Accordingly, the advertisement was only drawing a comparison to other limited and slower broadband services. It provided evidence of other standard broadband packages, all of which were limited by download rather than time spent online.

The Authority accepted that the advertisement made clear that £10.50 a month was the price Bulldog Broadband packages started at and that, by saying it was "straight in there" the comparison shown was focused on the speed of service rather than cost. We also noted that listeners were invited to seek further information from the website or a text service which would have made clear the terms and conditions of the £10.50 package before any purchase took place. However, all important limitations and qualifications to an offer should be made clear in the advertising. We disagreed that the advertisement made

a clear comparison between the Bulldog service and other limited standard broadband services as we considered a time-based restriction was significantly different to a download cap. Although we recognised that the advertisement did not imply it was an unlimited service, we considered a time-based limitation of only eight hours online usage a month, plus the additional charges of £1.50 per hour after the initial eight hours, were significant conditions which should have been made clear in the advertisement. We further believed it was unfair to compare the advertiser's 4 Meg broadband service to other standard broadband services without stating those conditions.

The advertisement was in breach of CAP (Broadcast) Radio Advertising Standards Code Rules Section 2, Rule 3 (Misleadingness) & 6 (Fair comparisons) and should not be broadcast again in that form.

ADVERTISER: National Westminster Bank plc
AGENCY: M&C Saatchi plc
Date: 20 July 2005
Media: Television
No. of complaints: 2

COMPLAINT:

A commercial for NatWest offered £100 if it was unable to lower future monthly payments of viewers whose mortgage deal with the Halifax, Abbey or Cheltenham & Gloucester was coming to an end. It said "My bank gave me a great mortgage deal two years ago. It started low. But it's now about to shoot up." The voice-over said, "If your mortgage deal with ... is ending talk to NatWest ..."

On-screen text included "Advertised 2-5 year discounted fixed/tracker rates compared against our 2 year discounted mortgage ... Your current mortgage must be at least £50,000 with loan to value of 75% or less ... Excludes internet, buy-to-let, stepped and extended tie-in deals."

Two viewers complained that NatWest had been unable to reduce their payments, but were told they had not met the criteria to receive the £100. One viewer said NatWest could not beat the rate he was currently paying. The other viewer said she had £10,000 left on her mortgage.

ADJUDICATION: Complaint not upheld

The Broadcast Advertising Clearance Centre (BACC) said it believed the advertising made it clear that the offer applied to 'mortgage deals' with the lenders mentioned which were ending, not to standard mortgages which still had time to run. The advertisement described the mortgage deal as having started low two years ago and, because the deal period was ending, the rate would go up. The end voice-over reiterated "If your mortgage deal with ... is ending talk to NatWest ...". The BACC said that taken as a whole, or even in part, the concept of an introductory deal was clear. It also pointed out that introductory low rate deals were commonplace in mortgage advertising.

We believed viewers would understand that the advertising was aimed at people whose special deals were close to running out. It also said "We will lower your new monthly payments ..." which clarified that it was referring to the new payments which would be required by the current lender, not the amount currently paid under the mortgage deal.

On-screen text explained the basis for the comparison: 2–5 year discounted fixed/tracker rates against NatWest's two year discounted mortgage. It also explained the conditions attached to the offer, including the current mortgage having to be at least £50,000.

It would appear that both viewers had not met the criteria that was explained in the commercial. One had a mortgage for less than £50,000, and the other was expecting NatWest to beat his current rate, rather than the amount due when his current deal

finished. In the circumstances, with no apparent widespread misunderstanding of the advertising, we did not consider there were grounds to take any further action.

The complaint was investigated under CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications) but was not found in breach.

ADVERTISER: Telebrands
AGENCY: UK Advertising & Marketing Services plc
Date: 20 July 2005
Media: Television
No. of complaints: 1

COMPLAINT:

An advertisement for a First Alert door alarm claimed "You'll get four alarms complete with batteries for just £19.99 ... but that's not all, when you order you'll get a second set of four absolutely free".

A viewer complained because she ordered the alarms but was told she could not have the free set of four because the advertiser had run out of stock.

ADJUDICATION: Complaint upheld

The advertiser said there was a small shortage of stock but current stock levels were 3,400, which was well above anticipated demand. It said it ran out of stock in the second week of April and stopped broadcasting the advertisement on 1 May. Stock levels were replenished at the end of May but it did not start broadcasting the advertisement again because it wanted to fulfill the backlog of orders. It said 295 viewers' orders were not fulfilled because it ran out of stock. It pointed out that it had ordered three times extra stock to cover unforeseen demand.

We acknowledged the steps taken by the advertiser to anticipate unforeseen demand and noted it did not broadcast the advertisement again until the backlog of orders was fulfilled. However, 295 viewers' orders were unfulfilled and the advertisement remained on air for two weeks when there was no stock. The advertiser was unable to meet the demand created by the advertising and did not fulfill orders within 28 days. We considered it misleading to advertise a product that was not available.

The advertisement breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising), 11.2.2 a (Ability to meet demand) and 11.2.2 e (Ability to fulfill orders within 28 days).