

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

14 June 2006



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ADVERTISER: Alliance & Leicester plc
AGENCY: McCann Erikson Advertising UK Ltd
Date: 14 June 2006
Media: Television
No. of complaints: 1

COMPLAINT:

A TV ad for Alliance & Leicester began with children having a pillow fight in a crowded bedroom, while their mother looked through the window at a small garden. The voice-over said "One growing family plus one great mortgage rate that starts low at 5.04% and then stays low at 5.49% for the remainder of your mortgage. So the overall cost for comparison is 5.6% plus free valuation and no product fee equals one happy family." The ad then showed the children playing in a large sunny garden. Large on-screen text in the ad said "5.04% for 2 years, then 5.49% for rest of term. The overall cost for comparison is 5.6% APR". Scrolling text at the bottom of the screen said "Initially Bank of England base rate +0.54% currently 5.04% variable. Then Bank of England base rate +0.99% currently 5.49% variable."

A viewer queried how the mortgage rate could start at 5.04% for two years and then become 5.49% for the remainder of the mortgage when the scrolling text said the advertised rate was linked to the variable Bank of England base rate. He believed the ad was therefore misleading.

ADJUDICATION: Complaint upheld

The Broadcast Advertising Clearance Centre (BACC) said they had been assured by Alliance & Leicester that the ad complied with the Financial Services Authority (FSA) Mortgage Conduct of Business rules.

Alliance & Leicester said the ad had clearly stated the rate was variable, linked to the Bank of England base rate. They said they were not aware of any mortgage provider who offered a fixed rate mortgage product, which included a lower introductory fixed rate, for the full mortgage term. They did not believe viewers would interpret the ad as being a fixed rate product for the term of the mortgage. They confirmed the ad complied with FSA rules. They said the ad was off air and was unlikely to return again in that form.

The ASA recognised the ad was required to include certain information in order to comply with FSA rules. However, we had to judge whether all the necessary information about the offer had been explained clearly in the ad. We considered the ad had not made clear that the rate offered was variable. The wording in voice-over and text said "... and then stays low at 5.49% for the remainder of the mortgage" and "5.49% for rest of term" and gave the impression the mortgage rate would be fixed at 5.49%, following the initial low rate start. Although on-screen text can expand or clarify a claim, or add minor qualifications, it should not be used to explain important details of an offer or contradict the advertised claim. In this case, the scrolling text explaining the rate was variable was a significant part of the

offer and had directly contradicted the voice-over and on-screen text. We therefore considered the ad was misleading.

The ad breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.2. (Implications), 5.2.3 (Qualifications) and 5.4.2 (Superimposed text). It must not be shown again in its present form.

ADVERTISER: B&Q plc
AGENCY: J Walter Thomson Company Ltd
Date: 14 June 2006
Media: Television
No. of complaints: 1

COMPLAINT:

A TV ad for B&Q showed and described products that could be bought at B&Q, such as wall tiles, flooring and kitchen units. When it referred to the kitchen units, the voice-over said "This premium kitchen is under £8000, the real deal, it's solid wood with clever storage solutions and soft close drawers." As well as the fronts of the cabinets, the camera also showed the metal storage rack inside a cabinet and the side of a drawer as it closed.

A viewer believed the description of the kitchen units as "solid wood" was misleading because, having looked at the units in the store, he believed the backs, sides and edges of the cabinets were made of chipboard rather than solid wood.

ADJUDICATION: Complaint upheld

B&Q said that their other marketing material described the kitchen units as having "solid oak frame doors and drawers with premium veneered panelling." They said that an oversight had led to the description of "solid wood" being used but that there had been no intention to mislead. They apologised and said that an accurate description would be used in any future TV ads. Nevertheless, they said they did not believe that most viewers would expect the "solid wood" claim to apply to anything more than the doors and drawer fronts.

The Broadcast Advertising Clearance Centre (BACC) said that when they had approved the ad, they had received an assurance that the kitchen units were made from oak.

The ASA noted that the assurance said that the kitchen was "made from oak" and that the BACC had interpreted that to mean that the units were made completely of solid wood. We also noted that the ad showed the kitchen units as having components that were not made of wood, such as the metal storage racks and the side of a drawer which did not appear to be solid wood. Nevertheless, we considered the description of the kitchen as being "solid wood" together with the other descriptions "this premium kitchen" and "the real deal" may have led some viewers to expect that more than just the doors and drawer fronts were made from solid wood.

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 its present form.

ADVERTISER: Renault UK Ltd
AGENCY: Publicis Ltd
Date: 14 June 2006
Media: Television
No. of complaints: 4

COMPLAINT:

A TV ad, for the new Renault Megane, showed various people wiggling their bottoms to music. The phrase "shakin' that ass" was sung once at the end of the ad.

The Broadcast Advertising Clearance Centre (BACC) had approved the ad with an ex-kids restriction, meaning that it could not be shown around programmes made specifically for children but could be shown at other times of the day.

The viewers, who believed the ad was similar to one that could only be shown post 7.30pm following an Independent Television Commission (ITC) ruling in 2003, said the use of the phrase "shakin' that ass" was inappropriate when broadcast before 7.30pm because it might be heard by children.

ADJUDICATION: Complaints not upheld

The BACC said the ITC ruling referred to a previous ad that used the "shakin' that ass" line many times; the ruling said the ad should not be transmitted before 7.30pm. The ITC had noted the BACC's defence that "ass" had been approved ex-kids before, and said they normally would not find the word "ass" problematic provided it was used in ads that were scheduled ex-kids. However, its continual repetition was the problem. The BACC said they had since relied on that ruling to assess ads and multiple references to the word "ass" had been approved only for broadcast post 7.30pm; one reference to "ass" was approved with an ex-kids restriction. The BACC said the lyrics in the ad were well-known and they believed most viewers seemed to agree that "ex-kids" was a sufficient restriction for an ad that contained the word "ass" once.

The ASA noted there were two versions of the new Renault ad, one that used "shakin' that ass" many times and could be shown only post 7.30pm and one that used it only once. We noted some of the complainants believed they had seen the version that used the phrase many times before 7.30pm. We contacted the broadcasters who confirmed they had shown only the version of the ad which used the phrase once before 7.30pm; the version that used the phrase many times had been shown only post 7.30pm.

We noted the ad had an ex-kids restriction and that the previous ITC ruling stated that the continual repetition of "ass" in the lyrics, combined with the appearance of the wiggling bottoms, had sexual connotations for at least some viewers and should be shown only post 7.30pm. We considered that, because the word "ass" was used only once at the end of the ad, it was unlikely to cause harm to children or be emulated by them. We concluded that a post 7.30pm restriction was not required for this ad and that the ex-kids restriction was sufficient.

We investigated the ad under CAP (Broadcast) TV Advertising Standards Code rule 7.3.7 (Use of scheduling restrictions) and CAP (Broadcast) Rules on the Scheduling of Advertising rule 4.2.3 (Treatments unsuitable for children) but did not find it in breach.