

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

5 April 2006



ADVERTISERS IN THIS WEEKS REPORT

Allied Bakeries Ltd t/a Kingsmill	3
Autoglass Ltd	4
Eckoh Technologies	6
Guys & St Thomas Drug Research	8
Help Link UK	9
Land of Leather Ltd	11
Procter & Gamble (Health & Beauty Care) Ltd	12
Suzuki GB plc	15
Text Crazy Ltd t/a Txtmatch	16
Virgin Money Personal Financial Service Ltd t/a Virgin Money Ltd	18

ADVERTISER: Allied Bakeries Ltd t/a Kingsmill
AGENCY: Cheethambell JWT
Date: 5 April 2006
Media: Television
No. of complaints: 1

COMPLAINT

An ad for Kingsmill "Wholegrain & White" bread showed a group of people in white coats sitting around a table next to an overhead projector. A man said "Mums want healthier things for kids. How can we bake our white bread even healthier?" A woman drew a circle round an image of a wheat grain displayed on the overhead projector and said "Other bakers only use parts of the grain. Shouldn't we use the whole of the grain?" Another man said "The only white bread with the extra goodness of the whole of the grain but without any bits!" The first man lightly punched the second man's arm and said "Brilliant!" as he shut down the overhead projector. The people got up and left the room. The voiceover said "Wholegrain and White from Kingsmill. Using our loaf."

A competitor, British Bakeries Ltd (Hovis), complained that the ad was misleading as Hovis white bread also included the whole of the grain without any bits and had done for some time.

ADJUDICATION: Complaint upheld

The Broadcast Advertising Clearance Centre (BACC) said they had sought evidence to show that Kingsmill was the only white bread with wholegrain. They said they had received assurances from Kingsmill that they were the only bakery to include all elements of the grain in their white bread and that other bakeries used only parts of the grain, such as wheatgerm.

Kingsmill said they understood that Hovis white bread, including "Best of Both" only used part of the grain. They said the ingredients list on the packaging for Hovis did not include "wholegrain", whereas they had included "wholegrain" on the packaging for "Wholegrain & White". They said they were confident that they were the only baker to use all of the grain in their bread.

The ASA asked Hovis to provide evidence showing that they used all of the grain (i.e. wholegrain) in their white bread. They confirmed that the process for making all their white bread, including "Best of Both", incorporated all elements of the grain and provided details of this process. We were satisfied that all Hovis white bread did include wholegrain without any bits and that Kingsmill was therefore not the only white bread with the extra goodness of the whole of the grain without any bits. Furthermore it was not accurate to claim that "Other bakers only use parts of the grain".

The ad breached CAP (Broadcast) TV Advertising Standards Code rule 5.1 (Misleading advertising) and 5.2.1 (Evidence). It should not be shown again in its current form.

ADVERTISER: Autoglass Ltd

AGENCY: Radioville Ltd

Date: 5 April 2006

Media: Radio

No. of complaints: 8

COMPLAINT:

a. In one ad for Autoglass a technician said “An incorrectly fitted windscreen or a damaged windscreen is so important to get fixed or repaired because it’s actually connected to the chassis of the car so it makes up the strength of the car. If you have an accident with an incorrectly fitted windscreen or a damaged windscreen your airbag won’t work properly”.

b. In a second ad, a technician said it was important to get a chip on a windscreen repaired as soon as possible – “if you have to leave it, a chip on the windscreen will crack. It could happen the next week, it could happen in the next two years, but it definitely will crack. Once it has cracked, it’s a replacement. So you’re changing the windscreen on the car and it’s going to cost you your excess on the windscreen”. The ad ended with the line “So if you can see a chip on your windscreen, don’t wait for it to crack, call Autoglass today ...”

1. Eight listeners said ad (a) was misleading for over-stating the effect that a damaged windscreen could have; possibly leading people to incur unnecessary costs to have damage repaired that would not in fact have prevented their air bags working in an accident. One believed air bags would work regardless of the condition of the windscreen.

2. Seven of these said ad (a) caused unnecessary concern and fear. One had been told by her Autoglass branch that her replacement glass would need to be ordered but that her safety would not be compromised in the meantime.

3. One listener also queried ad (b) and asked how certain it was that a chip would definitely develop into a crack. He believed that a cracked or chipped windscreen could outlast the usefulness of the car and that the claim could cause unnecessary concern and fear.

ADJUDICATION

1. Complaints upheld

The Radio Advertising Clearance Centre (RACC) said that it had seemed to them self-evident that a damaged windscreen had safety implications, quite apart from those mentioned in the ad, and that steps should be taken to deal with the damage. They supplied supporting documentation from Autoglass which said that a windscreen contributed to a vehicle’s structural strength and meant, for instance, that it would help prevent a driver and passengers being crushed if a car overturned. It said most airbags relied on the windscreen to work properly, and that in many cases the passenger airbag was supported by the windscreen when it inflated. It said the force of the passenger

airbag's inflation could push out a badly fitted windscreen, rendering the airbag ineffective and putting the passenger at greater risk.

Autoglass also cited published statements from two motoring research organisations which they believed supported their claim. They also said, however, that in hindsight they could see that it was inaccurate for the ad to link a damaged windscreen with the function of airbags in the way that it did because, as it stood, the claim implied that either the driver airbag or both driver and passenger airbags were affected. They said that, in fact, driver airbags did not rely on the windscreen for support.

We agreed with the RACC that there seemed to be obvious safety implications in having a damaged or badly fitted windscreen. We considered, however, that in the absence of information to the contrary, the ad misleadingly implied that the functioning of all airbags – including the driver's – was affected by an incorrectly fitted or damaged windscreen, a claim for which adequate substantiation had not been provided.

2. Complaints not upheld

The RACC did not believe the language used in the ad was unduly alarmist.

We acknowledged that there were obvious safety implications in having a damaged or badly fitted windscreen. We considered most drivers would understand the need to have such problems fixed and that it was not unreasonable for Autoglass to stress the importance of rectifying them.

3. Complaint upheld

Autoglass said that, due to human error, the ad had not gone through their normal checking process. They said that while it was true that many chips became cracks, they did not have data that showed that this happened in every case or within a particular time period. They agreed that the technician's comment was an overstatement. They said they regretted the lapse that had led to the transmission of unchecked advertisements and had reviewed their internal procedures to prevent similar situations arising in future.

The RACC endorsed Autoglass's response.

We welcomed Autoglass's action regarding future ads but considered, nevertheless, that the ad overstated the potential danger of a chipped windscreen (as opposed to one that was damaged or badly fitted) in a way that was likely to cause unnecessary fear and concern.

Ad (a) breached CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness). It was also investigated under section 2, rule 16 (Superstition and Appeals to Fear) but was not found in breach on that point. It must not be broadcast again in that form.

Ad (b) breached CAP (Broadcast) Radio Advertising Standards Code section 2, rules 3 (Misleadingness) and 16 (Superstition and Appeals to Fear). It must not be broadcast again in that form.

ADVERTISER: Eckoh Technologies

AGENCY: Acumen Partners

Date: 5 April 2006

Media: Television

No. of complaints: 1

COMPLAINT:

A TV ad for Eckoh Live Text Chat showed a woman wearing a black thong and bra. The camera showed a close up of her bottom. She gyrated to the camera as the voiceover said "Do you want to talk to me or text me? Whatever you choose I'm going to make sure you have such a good time. What are you waiting for? Text "Hot" to 69*** or simply call 69*** straight from your mobile now". The camera panned around the woman as she moved to the music.

The ad was given a post 11pm restriction by the Broadcast Advertising Clearance Centre (BACC).

1. A viewer said the ad was offensive because of the content of the ad and the implied sexual nature of the service it promoted.
2. We challenged whether the ad promoted a premium rate service of a sexual nature, in which case it should only have been shown on encrypted elements of adult entertainment channels.

ADJUDICATION:

The Broadcast Advertising Clearance Centre (BACC) said they considered voice services with a prefix of 0909 or 0908 or text services with a prefix of 69 or 89 to be permitted only on encrypted elements of adult entertainment channels. They said the ad had been cleared in error.

1. Complaint upheld

The ASA considered that the relatively inexplicit sexual imagery was unlikely to cause widespread or serious offence given the 11pm restriction placed on it by the BACC. However, we considered that the combination of the imagery, the voiceover and the premium rate telephone number strongly suggested that the service being promoted was sexual in nature. The CAP (Broadcast) TV Advertising Standards Code restricts premium rate services of a sexual nature to encrypted elements of adult entertainment channels because of concerns about protection of minors and the likelihood of offence being caused to a general adult audience. We considered that most viewers would interpret the ad as promoting a service of a sexual nature and some were likely to be seriously offended by it.

2. Upheld

Eckoh Technologies said the service had originally been passed by the Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS) as being non-sexual. They said that, since then, the 69 prefix used by the service had

come under scrutiny as being equivalent to the adult 0909 prefix and, as such, they were in the process of resubmitting their ads using different, non-adult prefixes. They confirmed the ad in question was currently off air.

We asked ICSTIS to confirm the nature of the service. They advised us that the service had been given the short-code (69) which was reserved for services of a sexual nature.

We noted the response from the BACC confirming that the ad was cleared in error. CAP (Broadcast) TV Advertising Standards Code rule 11.1.2 states that 'Premium rate services of a sexually explicit nature (i.e. those which operate on the 0909 dialing code) may not be advertised. An exception is made for premium rate voice services of a sexual nature, which may only be advertised on encrypted elements of adult entertainment channels.'

For the avoidance of doubt, we regard rule 11.1.2 as applying to all premium rate voice services of a sexual nature. (Premium rate text services of a sexual nature fall within the spirit of this rule). A premium rate dialing code other than 0908, 0909, 69 or 89 does not, in itself, disqualify the service from being sexual in nature. We considered the service had been classified by ICSTIS as a premium rate service of a sexual nature. As such it should only have been shown on encrypted elements of adult entertainment channels.

The ad breached CAP (Broadcast) TV Advertising Standards Code rules 11.1.2 (Premium rate telephone services) and 6.1 (Offence) and may only be shown again on encrypted elements of adult entertainment channels.

ADVERTISER: Guys & St Thomas Drug Research
AGENCY: Emap
Date: 5 April 2006
Media: Radio
No. of complaints: 1

COMPLAINT:

An ad for Guys & St Thomas Drug Research was aired on LBC radio station. The ad stated "... at Guys Drug Research Unit we're looking for post menopause or surgical sterile women to take part in our clinical trials, so if you are a non-smoker aged between 18 and 58 and in good health, you could be the person we need. For more information on how you can help, call us free on 0207 ...".

The complainant thought that the ad was misleading because the cost of the telephone call was not free.

ADJUDICATION: Complaint upheld

The Radio Advertising Clearance Centre (RACC) said they had not cleared the ad.

LBC said the ad was transmitted in error. They said it was made and supplied to them by Emap and they believed that the ad had been cleared by the RACC. LBC said the production house had admitted to them that they had made a mistake and sent LBC the wrong version of the ad. They explained that the ad should have contained a freephone number. LBC said they had aired a revised version of the ad once they were informed of the error. They said they had instructed their Traffic department not to take any further creatives from Emap without documentation of RACC clearance.

We noted that the ad stated that listeners could call free on a 0207 number. We concluded that the ad was misleading because the telephone calls were not free.

The ad breached CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness).

ADVERTISER: Help Link UK
AGENCY: Real Radio Ads
Date: 5 April 2006
Media: Radio
No. of complaints: 2

COMPLAINT:

A radio ad broadcast on Radio Aire, Minster FM and Real Radio Yorkshire for Help Link UK said "The Met Office are still predicting a colder than average winter for much of Britain. Some news reports have warned it could be the coldest in 40 years. It seems likely the big freeze is coming - if not today or tomorrow, then soon. Will your home's heating system stand up to the onslaught of days or weeks of sub-zero temperatures? If you wait for winter then you could be left waiting for help because heating and gas companies could be stretched to breaking point. Act now. Call Help Link and get a new boiler or central heating system installed before the freeze ..."

Two listeners believed the ad was alarmist about the possible effects of a severe winter on heating systems and boilers. They were concerned that it might cause unnecessary worry to vulnerable listeners, such as the elderly.

ADJUDICATION: Complaints not upheld

Radio Aire said the local ad had been made and supplied to them by Real Radio creative department. They apologised if the ad alarmed any of their listeners. Minster FM said the ad was no longer on air and also apologised if any listeners had been offended.

Real Radio Yorkshire pointed out that their target audience was the 35- to 54-year-old age group. They said there had been numerous media references to cold weather predictions and they believed the wording used in the ad to be fair, accurate and substantiated. They said while the ad was being broadcast the Yorkshire region was regularly recording sub zero temperatures. Real Radio Yorkshire believed it was a fair assumption that listeners would be genuinely concerned about keeping warm and any possible consequences of a heating system failure. They said the ad had asked a straightforward question whether, given the predictions, heating systems would stand up to the cold weather. It had highlighted the possibility that repair or replacement services would be unavailable and offered a viable solution. They explained such offers of help were common in advertising, and they did not consider it harmed or exploited listeners' vulnerability or fears. They believed the ad was creative rather than harmful and it had not been planned or anticipated that the ad would generate fear as the commercial was not about death, injury, harm or substantial loss. Real Radio Yorkshire believed the ad had identified a justifiable reason to consider a new boiler or heating system, especially in light of the recorded temperatures and climate at the time.

Real Radio Yorkshire said they were conscious of the complaints and how the message may have been misinterpreted, possibly due to the creative treatment of the script or the dramatic voicing. In response, they had decided, with Help Link UK's consent, not to air

the commercial again and to seek Radio Advertising Clearance Centre (RACC) guidance for similarly themed messages in the future.

The ASA acknowledged the prompt action taken by Real Radio Yorkshire and Help Link UK following the complaints. We noted the ad was broadcast at a time when there was widely reported speculation of a severe winter. Although the ad was dramatic, we did not consider that it had over-emphasized the situation or went further than the media coverage. It was intended to offer pre-emptive help, and we had no reports of listeners being worried unnecessarily. We considered that listeners generally would understand the intention of the ad.

The ad was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rules 10 (Harm) and 16 (Appeal to fear) but was not found in breach.

ADVERTISER: Land of Leather Ltd
AGENCY: The Walker Agency
Date: 5 April 2006
Media: Television
No. of complaints: 1

COMPLAINT

A TV ad for Land of Leather's sale stated "no deposit, nothing to pay for a year".

A viewer who, despite offering to pay a cash deposit, was refused the offer of "nothing to pay for a year" because he was over 80 years old, objected that the maximum age limit of 75 had not been made clear in the ad.

ADJUDICATION: Complaint upheld

The Broadcast Advertising Clearance Centre (BACC) conceded that a complaint about a similar issue in a Land of Leather ad had been upheld by the ASA Council on a previous occasion. They noted Land of Leather had inserted the superimposed text "Max age 75" into the ad in response to complaints received before the first adjudication and admitted that they should have told Land of Leather to include the same superimposed text in this ad; they apologised for the error.

Land of Leather said they did not believe the ad was misleading. They pointed out it included the superimposed text "Conditions Apply" and believed most viewers would be aware that the finance offer excluded those over 75; they said viewers could easily find out the precise terms and conditions by referring to the newspaper ads or visiting their stores. They argued that most of their competitors did not include any mention of the maximum age limit, or mention that any other conditions applied.

The ASA noted the previous upheld adjudication and concluded that, because it did not make clear that the finance deal was available only to people aged 75 and under, the ad was misleading by omission.

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

ADVERTISER: Procter & Gamble (Health & Beauty Care) Ltd
AGENCY: Saatchi and Saatchi Ltd
Date 5 April 2006
Media: Television
No. of complaints: 1

COMPLAINT:

Two TV ads for Head & Shoulders made claims about the efficacy of the product at removing dandruff.

The voice-over in the first ad said "Introducing Head & Shoulders Cool Menthol for maximum refreshment. It gets rid of 100% of flakes ... It's the coolest way to get rid of dandruff". There was a close-up of a man's scalp with visible dandruff. Text at the bottom of the screen stated "100% visible flakes with regular use".

The voice-over in the second ad stated "Now there's a new uplifting way to wash out your dandruff. New Head & Shoulders Ocean Spa. With a splash of sea minerals and botanical extracts it leaves your hair 100% dandruff free". There was a close-up of a man's scalp with visible dandruff: the dandruff was washed away with a wave of water. Text at the bottom of the screen stated "100% visible flakes with regular use".

1. A viewer complained that the ads were misleading, because they used onscreen text "100% visible flakes with regular use" to qualify the voice-over claims that Head & Shoulders would get rid of 100% of dandruff. He did not believe Head & Shoulders would get rid of 100% of dandruff.

2. We challenged whether Head & Shoulders would get rid of "100% visible flakes with regular use" for everyone.

ADJUDICATION:

1. Complaint upheld

The Broadcast Advertising Clearance Centre (BACC) said both claims had been approved by a consultant several years ago and they were satisfied those claims were not misleading.

Procter & Gamble (P&G) said the ad did not claim to remove all dandruff from the scalp but to remove 100% of visible flakes with regular use.

The ASA considered the overall impression of the ads was that the product got rid of dandruff and not just visible flakes of dandruff. The voice-over in the Cool Menthol ad said "... It's the coolest way to get rid of dandruff" and in the Ocean Spa ad said "... it leaves your hair 100% dandruff free". We considered that the on-screen text which referred to visible flakes contradicted rather than clarified the voice-over claims and agreed that the ads were misleading.

2. Upheld

The BACC said neither of the scripts for the ads were submitted to their consultant because the claim "It gets rid of 100% of flakes" together with the qualifying disclaimer "100% visible flakes with regular use" had previously been approved by him for a Head & Shoulders ad around six years ago. The BACC explained they cleared the ad because P&G provided evidence that showed after three weeks regular use of the product 94.9% of test subjects had 100% of their visible flakes removed and the remaining 5.1% had a high percentage of removal, which was shown to increase the longer the test-subject used the product. They acknowledged it would be scientifically improbable to get a perfect 100% result, however, they noted the trials for the product were carried out over three weeks and the BACC were convinced that, given a longer trial period, the remaining 5.1% of test subjects would eventually have 100% of their visible flakes removed. They believed the onscreen text which stated "with regular use", indicated that to achieve the advertised results consumers should continue to use the product. They said there was no suggestion in any of the ads that visible flaking would be removed quickly or how long it would take for visible flakes to be removed.

P&G said Head & Shoulders was the leading global anti-dandruff shampoo and was the number one best selling shampoo in the UK. They said TV ads which included the claim "removes 100% of visible flakes with regular use" had been broadcast in the UK for six years and a review of customer complaints in 2005 found no consumers had complained about TV or print advertising that included the claim. P&G said consumers were extremely loyal to the Head & Shoulders brand and the product's effectiveness was demonstrated through yearly sales of the product. They believed the claim had to be taken in context of the results of their scientific studies and consumer satisfaction with the product. They emphasised the onscreen text referred to "regular use" and said that their advertising did not claim to remove visible flakes within a specific time frame. They said a fixed distance of two feet was chosen as the distance to observe visible flakes as this simulated a realistic personal distance which people would choose when speaking to each other adding that any closer was likely to be perceived as an invasion of personal space. They provided information that showed 94.9% of test subjects had an Adherent Scalp Flaking Scale (ASFS) of 15 or below with three weeks regular use of the product. Consumer judges made no significant distinction between subjects with no dandruff and those with an ASFS grade up to and including 15.

Without any statement to the contrary, we considered viewers would infer from the ads that Head & Shoulders got rid of 100% of flakes with regular use for all users. Although we acknowledged regular use of the product could lead to a significant decrease in flaking, the evidence provided did not support the absolute 100% claim for all consumers. Both ads also showed close-ups of men's scalps with visible dandruff. We considered consumers were likely to interpret the claim "100% visible flakes with regular use" as referring to dandruff which was visible to them (e.g. when they were styling their hair in a mirror) as well as dandruff flakes visible to others. We did not consider that they would be aware that the claim had been based on flakes visible only to others from a distance of two feet. We concluded that both ads were misleading and recommended that, because they were significant conditions, the measurement of two feet and the fact that the visibility of flakes was being judged by someone other than the consumer should be made clear if "gets rid of X% of visible flakes" claims were included in future ads.

The ads 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). They should not be shown again in their current form.

ADVERTISER: Suzuki GB plc
AGENCY: Nexus/H
Date: 5 April 2006
Media: Television
No. of complaints: 2

COMPLAINT:

A TV ad for Suzuki showed a series of people driving a Suzuki Vitara. A rock version of the song "What a Wonderful World" was playing in the background and the drivers were singing along.

Two viewers complained that the ad was offensive because they heard a man's voice at the end of the ad say "I fucking love you".

ADJUDICATION: Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) said the version of the ad they cleared did not have any words at the end, only laughter. On learning of the complaints they liaised with the advertising agency (Nexus/H) who confirmed they had amended the audio in the ad after the BACC cleared it and had submitted it to stations with the same clearance number the BACC had originally provided. Nexus/H maintained the change had only been very slight; to "tidy it up" and ensure it matched the script. Nexus/H said that at no point did the ad include the word "fucking". They said the sound that viewers had interpreted as "fucking" was actually laughter which was being misheard. The BACC confirmed that they had asked broadcasters to remove the ad as soon as the ASA advised them of the complaints. Nexus/H confirmed that they had re-submitted the ad and removed the audio at the end.

The ASA welcomed the decision to re-submit the ad without the offending audio and the quick action of the BACC in making the ad unacceptable. We considered that Nexus/H should not have amended the ad without resubmitting it to the BACC for further clearance. Despite assertions that the word "fucking" was not used we considered the audio sounded like "I fucking love you" and had seriously offended a small number of viewers.

The ad breached CAP (Broadcast) TV Advertising Standards Code rule 6.1 (Offence).

ADVERTISER: Text Crazy Ltd t/a Txtmatch
AGENCY: Atomic Arts
Date: 5 April 2006
Media: Television
No. of complaints: 1

COMPLAINT:

A TV ad for Txtmatch said "Want some action? Get onto Babe Radar. We'll sort you out with loads of red hot women desperate to get raunchy on the phone with you. Just text 'BABE' followed by your nearest town or city to 69100 to see how far they'll go". The ad showed several women. One was apparently texting on her phone and smiling towards the camera. Another was shown putting her finger in the corner of her mouth then running it down her chest over her cleavage. A close-up of another woman's cleavage was then shown. She was wearing a revealing pink and black corset. Another woman was seen holding a phone in one hand whilst running her other hand over her breasts. On screen text said "text BABE to 69100 £1.50/msg rcvd. Over 18s only To stop messages text babe bye to 69100 Txtmatch 0870 XXXX XXXX."

The ad was given a post 11pm restriction by the Broadcast Advertising Clearance Centre (BACC).

1. A viewer said the ad was offensive because of the content of the ad and the implied sexual nature of the service it promoted.
2. We challenged whether the ad promoted a premium rate service of a sexual nature, in which case it should only have been shown on encrypted elements of adult entertainment channels.

ADJUDICATION:

The Broadcast Advertising Clearance Centre (BACC) said they considered voice services with a prefix of 0909 or 0908 or text services with a prefix of 69 or 89 to be permitted only on encrypted elements of adult entertainment channels. They said the ad had been cleared in error.

1. Complaint upheld

The ASA considered that the relatively inexplicit sexual imagery was unlikely to cause widespread or serious offence given the 11pm restriction placed on it by the BACC. However, we considered that the combination of the imagery, the voiceover and the premium rate telephone number strongly suggested that the service being promoted was sexual in nature. The CAP (Broadcast) TV Advertising Standards Code restricts premium rate services of a sexual nature to encrypted elements of adult entertainment channels because of concerns about protection of minors and the likelihood of offence being caused to a general adult audience. We considered that most viewers would interpret the ad as promoting a service of a sexual nature and some were likely to be seriously offended by it.

2. Upheld

We asked the Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS) to confirm the nature of the service. ICSTIS advised us that the service had been given the short-code (69) which was reserved for services of a sexual nature.

We noted the response from the BACC confirming that the ad was cleared in error. CAP (Broadcast) TV Advertising Standards Code rule 11.1.2 states that 'Premium rate services of a sexually explicit nature (i.e. those which operate on the 0909 dialing code) may not be advertised. An exception is made for premium rate voice services of a sexual nature, which may only be advertised on encrypted elements of adult entertainment channels.'

For the avoidance of doubt, we regard rule 11.1.2 as applying to all premium rate voice services of a sexual nature. (Premium rate text services of a sexual nature fall within the spirit of this rule). A premium rate dialing code other than 0908, 0909, 69 or 89 does not, in itself, disqualify the service from being sexual in nature. We considered the service had been classified by ICSTIS as a premium rate service of a sexual nature. As such it should only have been shown on encrypted elements of adult entertainment channels.

The ad breached CAP (Broadcast) TV Advertising Standards Code rules 11.1.2 (Premium rate telephone services) and 6.1 (Offence) and may only be shown again on encrypted elements of adult entertainment channels.

ADVERTISER: Virgin Money Personal Financial Service Ltd t/a Virgin Money Ltd

AGENCY: Rainey Kelly Campbell Roalfe/ Young & Rubicam Ltd

Date: 5 April 2006

Media: Television, Radio, Direct Mailing, Magazine, Poster

No. of complaints: 55

COMPLAINT:

a. A TV ad for Virgin Cancer Cover, in the style of a cartoon, showed a man being interrupted in various situations by a big letter “C”, which represented cancer. The voiceover said “Chances are one in six of us will get cancer before we’re 70”. The big ‘C’ was shown kicking down the man’s front door. It stood in the doorway, waving a pile of bills. The voiceover continued “Fighting it is hard enough without having to worry about money”. Suddenly, a large letter ‘V’, representing Virgin Cancer Cover appeared and threw the big ‘C’ out the door. The voiceover said “The big ‘V’ offers you a new type of insurance to help ease the strain of the big ‘C’ from just £5 a month. Shouldn’t you have the big ‘V’ on your side? Call Virgin Money today ...”.

b. A radio ad said “Did you know there’s a one in two chance you had breakfast this morning, a one in four chance you walked to work and a one in 50 chance you’re wearing your wife’s underwear? But the chances are one in six of us will get cancer before we’re 70. Fighting the big ‘C’ is hard enough without having to worry about money. Get the big ‘V’ on your side, the new cancer cover from Virgin Money. From just a fiver a month you could get some cash when you need it most. What are you waiting for? Call Virgin Money Today ...”.

c. A direct mailing, in the style of a leaflet, stated “Chances are ONE in SIX of us will get Cancer before we’re Seventy” on the front cover. Along the bottom of each page of the leaflet were cartoon drawings, which largely mirrored scenes included in the TV ad. Text inside the leaflet stated, “As illnesses go, the big ‘C’ is one of the sneakiest on the block. Chances are that 1 in 3 of us will get cancer and 1 in 6 of us before we’re 70. The risk increases with age, but it can strike at any time – whether you’re a fitness fanatic or a couch potato, fast-food junkie or organic vegan, cancer doesn’t seem to care. But we do. That’s why we’ve come up with the big ‘V’. Because when it comes to fighting the big ‘C’, the big ‘V’ is more than happy to lend a hand. It’s designed to pay out at earlier stages of the illness than most other companies, and let you claim several times if you need to, up to your chosen maximum cover amount. What’s more, it gives you life and terminal illness cover. You can be covered in minutes and it costs from as little as £5 a month. Just a few pence a day. The price of half a cup of coffee ...”.

d. An ad which appeared in YOU Magazine, a free supplement in The Mail on Sunday, stated “... Take on the big C Fun runs and charity ribbons can make us feel like we are taking control of cancer. But deep down most of us know that ‘the big C’ can still strike at any time – with one in three of us likely to suffer from it in our lifetime ... A unique new policy from Virgin Money has been designed to pay out in stages should you have the

misfortune to fall ill with cancer. The cash can help you recover faster, rebuild your life sooner, and come back stronger than ever. With Virgin Cancer Cover you can spend the payment on anything you want: extra private treatment; a break from work; help in your home; or even just a flash new car and a ‘what the hell’ holiday, because they’re what you’ve always wanted ... Traditional life insurance is included and the policy also pays if you are diagnosed with a terminal illness - even if it has nothing to do with cancer ...”.

e. One poster ad stated, “Don’t be bullied by Cancer Give the big ‘C’ the big ‘V’ Virgin Cancer Cover” and showed a large cartoon letter “C” trying to pull a man off a bus. Three bullet points stated “• Chances are 1 in 6 of us will get Cancer before we’re 70 • Help protect yourself against the financial impact of Cancer • Cover starts from just £5 a month ...”.

f. A second poster showed a large cartoon “V” pushing over a large cartoon “C”. Text stated, “Give the Big C the Big V”.

The complainants, many of whom had been affected by cancer, believed all the ads:

1. were offensive and trivialised cancer;
2. were distressing to people affected by cancer and
3. appealed to the fears of vulnerable consumers.

The ASA challenged:

4. the claim in ads (a), (b) and (d) that the cover was “new” and “unique” and how it differed from general health cover and
5. whether consumers could get cancer cover from £5 a month as stated in ads (a), (b), (c) and (e).

ADJUDICATION:

1. & 2. Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) said, although they understood the sensitivity of the subject matter in the TV ad, they did not believe it offensive or distressing. They said people would always feel sensitive about cancer, however they did not believe that something that affected so many people should be a taboo subject for advertising, as long as it was tastefully handled. The BACC explained Rainey Kelly Campbell Roalfe/ Young & Rubicam Ltd (RKCR) had shown they had carried out extensive research to test consumers’ reaction to the ad and had worked closely with the BACC to ensure the ad was tactful, practical and in no way trivialised cancer.

The Radio Advertising Clearance Centre (RACC) said, although the radio ad did not use a reverential tone, it treated the subject of cancer in a sensible and restrained manner.

YOU Magazine said they did not consider the magazine ad offensive. They said they believed it was important that Virgin Cancer Cover was marketed differently because Virgin Money’s research showed that by de-humanising the subject of cancer they could better reach consumers.

Virgin Money said cancer was a highly sensitive and emotive subject, which affected a large proportion of the UK population. They said it was often treated as a taboo subject which some people found difficult to discuss or even contemplate and they wanted to approach the subject in a sensitive way, particularly because they were aware that people who had been affected by cancer would see the ads or would receive marketing literature. Virgin Money said the use of animation in the TV ad was in no way intended to trivialise cancer. They said they wanted to avoid the type of stark imagery used in some illness awareness and charity campaigns and to bring the product to the attention of a wider audience. With reference to the magazine ad, they said they wanted it to have a conversational feel and to fit with the style of YOU Magazine. They believed they had used a friendly, informative tone throughout the ad.

Virgin Money said, when they were developing the campaign, they undertook a lot of research with consumers and more than half the group they used had been affected by cancer. The consumers reacted favourably to the campaign and felt the tone of the ads was sympathetic to those affected by cancer. Those who had been affected by cancer responded very similarly to those who had not. Virgin Money said, since they conducted their initial research, they had partnered with the male cancer charity Everyman and a local charity in Norwich called The Big C. Both charities were invited to review the marketing material and were satisfied the approach taken in the ads was sensitive and sympathetic.

The ASA appreciated that cancer was an extremely sensitive issue that affected many people and that it was inevitable people coping with cancer or bereavement would see the ads. We noted that the campaign's approach was unusual for a theme involving cancer, in particular the ad in YOU Magazine gave examples of how consumers could spend the payment they received should they make a claim. Although we sympathised with the concerns raised, we did not consider the approaches were likely to cause serious or widespread offence or cause serious distress to a significant number of consumers. Also, we did not consider that the use of cartoon characters or the humour used in some of the ads would be seen as trivialising cancer.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rule 6.1 (Offence) and 6.4 (Personal Distress); ad (b) was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rule 9 (Good taste, decency and offence to public feeling) and ads (c), (d), (e) and (f) were investigated under CAP Code clause 5.1 (Decency) and 9.1 (Fear and Distress). They were not found in breach.

3. Complaints not upheld

The BACC said they believed the ad made clear Virgin Cancer Cover could provide consumers with financial support should they discover they had cancer, and could help reduce concerns when they were ill. They believed that the fact Everyman and The Big C supported the product showed cancer charities felt the kind of cover offered by Virgin Money was needed and the approach taken appropriate.

The RACC said the radio ad was for a sensible product that would be of benefit to many people and the collaboration of cancer charity Everyman in the campaign emphasised this.

YOU Magazine said they believed the magazine ad was informative and raised consumer awareness.

Virgin Money said with reference to all the ads, they wanted to encourage consumers to consider the financial impact being diagnosed with cancer could have. They said they used animation in the TV ad to avoid playing on consumers' fears and the magazine ad also mentioned that Virgin Cancer Cover included traditional life insurance as well as terminal illness cover, which they believed would reassure consumers, rather than exploit their fears.

Although the ASA noted the approach taken in the ads was very different to that traditionally used for similar products, we considered the overall message in all the ads was positive and emphasised that were consumers to be diagnosed with cancer, Virgin Cancer Cover could help ease the financial burden. Whilst we appreciated some people were concerned the ads appealed to fear, we considered the message was informative and unlikely to exploit the fears of vulnerable consumers or encourage them to take out unnecessary policies.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rule 6.4 (Personal distress); ad (b) was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rule 10 (Harm) and ads (c), (d), (e) and (f) were investigated under CAP Code clause 9.1 (Fear and distress). They were not found in breach.

4. Not upheld

The BACC said Virgin Cancer Cover was the first cancer cover policy available in the UK that was not gender specific. They believed it was appropriate to describe the product as "new" because Virgin Cancer Cover covered more types of cancer than any other critical illness policy.

Virgin Money reiterated what the BACC said and added the advertised cover differed from other general health cover because of how comprehensive it was and because of its early-stage payout policy which enabled consumers to receive a payout at a much earlier stage than most critical illness policies allowed. They said the plan also paid out one or more lump sums at the diagnosis of a qualifying cancer, rather than a regular income.

The ASA considered Virgin Money had substantiated the claim.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rule 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.2 (Implications) and 5.2.3 (Qualifications); ad (b) was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness) and ad (d) was investigated under CAP Code clause 7.1 (Truthfulness). They were not found in breach.

5. Not upheld

The BACC said cancer cover was available from £5 a month but as with other forms of life insurance the amount of cover consumers would receive would depend on factors such as age and medical history. They said it was common practice for companies to quote "from" prices and they considered consumers would realise that that was lowest price available.

Virgin Money said they believed they provided a valuable service by offering a policy, which was more affordable than standard critical illness policies because it was more widely available to consumers who otherwise might have not been able to afford it. They sent information about the circumstances under which consumers could get cover from £5 a month. Virgin Money also explained information about the kind of cover available for £5 could be found on their website. They said, as with all kinds of insurance the amount of cover fell the older a person was when taking out the policy.

The ASA was satisfied that Virgin Money did provide cancer cover from £5 a month.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rule 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.2 (Implications) and 5.2.3 (Qualifications); ad (b) was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness) and ads (c) and (e) were investigated under CAP Code clause 7.1 (Truthfulness). They were not found in breach.