

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

7 June 2006



ADVERTISERS IN THIS WEEKS REPORT

Abacus Recruitment & Training Services Ltd 3

Barclays plc 4

ADVERTISER: Abacus Recruitment & Training Services Ltd
AGENCY: GCap Media plc
Date: 7 June 2006
Media: Radio
No. of complaints: 1

COMPLAINT:

A radio ad for Abacus that stated "... We're the sole supplier for staff at Pall Europe in Ilfracombe and we need production operators ...".

Concept Staffing believed the ad was misleading, because they also supplied staff to Pall Europe.

ADJUDICATION: Complaint not upheld

Lantern FM said they ran two versions of the ad. They admitted that the first version had not been cleared by the Radio Advertising Clearance Centre (RACC) but, after receiving complaints, they asked Abacus for substantiation for the claim "we're the sole supplier for staff at Pall Europe"; they received a copy of a contract between Abacus and Pall, which they sent to the RACC alongside a second version of the ad with the same claim. They said they ran the second version of the ad only after receiving clearance from the RACC.

The RACC said they asked Abacus to substantiate the claim and were satisfied that the contract they sent proved that Abacus were the sole supplier of employed services staff to Pall. They forwarded a copy of the first and last page of the contract and an e-mail from Pall explaining that, although there were three members of staff that had been supplied by other agencies still working for them, Abacus had assumed sole responsibility for supplying all new staff from 1 February 2006.

Pall confirmed that their contract with Abacus was for a sole supplier of staff, but explained that, if Abacus could not fulfil their service requirements, they would approach other agencies to supply staff.

Concept Staffing said Pall had told them they had awarded Abacus "preferred" supplier status, not "sole" supplier and that they would continue to treat Concept as their secondary supplier. They sent e-mails between their managing director and Pall as proof.

The ASA considered that, although Concept Staffing seemed to have received contradictory information about Abacus's supplier status, the claim "... We're the sole supplier for staff at Pall Europe in Ilfracombe and we need production operators ..." was unlikely to mislead listeners, because Abacus' contract with Pall stated that they were the sole supplier of staff and they were the only recruitment agency currently assigning new staff to Pall.

We investigated the ad under CAP (Broadcast) Radio Advertising Standards Code Section 2, rule 3 (Misleadingness), but did not find it in breach.

ADVERTISER: Barclays plc
AGENCY: Bartle Bogle Hegarty
Date: 7 June 2006
Media: Television
No. of complaints: 1

COMPLAINT:

A TV ad for Barclays Home Insurance showed an employee running down a corridor, entering an office and saying "Jeff, Jeff I've got it. We'll beat your insurance deal or give you £50. If it's cheaper we'll drop our price and give you £50." The employee approached the desk and wrote "We will beat your home insurance renewal or give you £50!" on Barclays stationery. A voiceover stated "We're so confident we'll beat your home insurance renewal that, if it's cheaper, we'll drop our price and give you £50 when you switch". Onscreen text stated "Could be withdrawn at anytime. £50 only paid when you take out the policy. Only available with 2 years no claims, like for like basis. Renewal price proof required. Conditions apply."

1. The viewer complained that the ad was misleading, because he phoned Barclays with details of his existing policy and was told Barclays' price could not be reduced and £50 could not be paid because there was over £200 difference in the quotes.
2. The ASA understood that Barclays' price could not be reduced and £50 could not be paid if there was over £475 difference in the quotes and challenged whether that condition should have been made clear in the ad.

ADJUDICATION:

1. Complaint not upheld

Barclays explained that they were currently running price challenge promotions for Motor Insurance and Home Insurance. They said the condition of a £200 maximum difference in quotes applied to the Motor Insurance offer, not the Home Insurance offer featured in the ad. They believed the complaint indicated either an error made by the call handler or a misunderstanding on the complainant's part. They submitted the full terms and conditions of the Motor Insurance offer. They also sent figures that showed the number of £50 payments they had made to customers under the terms of the Home Insurance offer.

The ASA noted the complainant was under the impression that Barclays' price could not be reduced and £50 could not be paid because there was over £200 difference in the quotes but accepted Barclays' explanation of the complainant's experience: the complainant mistakenly understood, perhaps because of an error made by the call handler, that the condition of a £200 maximum difference in quotes applied to the Home Insurance offer, when in fact it applied to the Motor Insurance offer and was not connected in any way to the advertised offer. We noted Barclays had made many £50 payments to customers under the terms of the Home Insurance offer and considered that the ad was not misleading.

On this point, we investigated the ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence) but did not find it in breach.

2. Not upheld

Barclays explained that a condition of a £475 maximum difference in quotes applied to the Home Insurance offer. They said they did not mention it in the TV ad because of the very low likelihood of it applying to viewers; they asserted that to have a difference in premiums in excess of £475 was rare. Barclays gave information on the percentage of cases where their Home Insurance had been more expensive than the consumer's existing policy. They sent details of how the number of £50 payments they had made to consumers correlated to the price difference in premiums. They also submitted the full terms and conditions of their Home Insurance offer.

The Broadcast Advertising Clearance Centre (BACC) said the text "Conditions apply" was sufficient to cover the condition of a £475 maximum difference in quotes, particularly because it was likely to be a condition that would rarely apply.

We noted the terms and conditions of the Home Insurance offer stated " ... the most we will reduce your quote by is £475 ...". We also noted, however, since the promotion began in September 2005, there had been very few instances of Barclays refusing consumers the offer on the grounds that the difference in the quotes was more than £475. We concluded that, because the condition of a £475 maximum difference in quotes was rarely applicable, it was not necessary to include it in the TV ad and that the onscreen text "Conditions apply" was sufficient to cover it.

On this point, we investigated the ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence) and 5.2.3 (Qualifications) but did not find it in breach.