

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

10 May 2006



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ADVERTISER: One TV
BROADCASTER: One TV
Date: 10 May 2006
Media: Television
No of complaints: 65

COMPLAINT:

One TV, a teleshopping channel, offered various items for sale including cameras, DVD recorders and exercise machines.

Sixty-five viewers contacted us to say that the items they had ordered had not arrived and One TV had failed to issue refunds. One viewer had had his account debited twice for an item which he had never received and another had only received his refund after taking legal action. None of the viewers had been able to obtain a satisfactory explanation for the delays from One TV's call centre.

ADJUDICATION: Complaints upheld

One TV said that the difficulties had arisen following several resignations at senior management level but that the Chairman and Business Manager were taking action to make progress on the issues that had arisen. They said this would take time because they needed to check the history of each case. They also said that they had experienced problems with suppliers supplying fewer items than were ordered, despite adequate stock being available, and that their previous call centre had not given satisfactory service. They were taking action to ensure future orders were delivered on time and had recently moved their operation to a new call centre which they believed was operating satisfactorily.

The ASA noted the difficulties One TV had faced and the efforts they were making to rectify them. We considered, however, that they should have taken action sooner to alert customers that orders were likely to be delayed and to warn the ASA and Ofcom of the problems they were experiencing. Viewers had understandably been concerned when they could not obtain a satisfactory explanation from One TV's call centre and had no other way of contacting the channel. In such a situation, measures such as a mailing or an on-screen announcement could have prevented some of the anxiety they felt.

Sixty-five viewers experienced delays on goods or refunds from orders dating back to January 2006. We directed One TV to resolve any outstanding issues and to ensure they had adequate procedures in place to prevent a similar situation arising in the future. In particular, we asked them to ensure they were able to meet reasonably foreseeable demand for goods; that they were able to fulfil orders within 28 days; that they were able to provide refunds promptly and that they had adequate arrangements in place to handle customer enquiries. We told them that we would monitor future complaints closely and would expect there to be an improvement in the level of service provided.

The ads breached CAP (Broadcast) TV Advertising Standards Code rules 11.2.2 (a) (Distance selling - foreseeable demand); 11.2.2 (c) (Distance selling - adequate

arrangements to handle enquiries); 11.2.2 (e) (Distance selling - fulfil orders) and 11.2.2 (f) (Distance selling - refund money promptly).

ADVERTISER: PermaClear
BROADCASTER: QVC
Date: 10 May 2006
Media: Television

COMPLAINT:

BCAP monitored a TV ad on QVC for PermaClear, a “4 piece glass and protect kit”, which included: a spray bottle of Pro Clean, the cleaner; two spray bottles of Stay Clean, the glass protector, and one bottle of PermaClear for windscreens. The presenter said the product created on glass a protective layer that could repel dirt. She demonstrated that by pouring dirty water over a pane of glass that had been divided in two, with the second half treated with PermaClear. The dirty water stayed stuck to the untreated glass but beaded off the treated section. The ad claimed:

1. “It does not let the dirt stick to your windows, to your glass, to your mirrors”, “so that anything that comes into contact with the glass will actually just fall straight off it”, “It will repel insects and bird droppings off your car windscreen”, “Things like that, they can’t stick to it; they can’t grip to it because it’s coating it” and “it just repels dirt; it repels water”;
2. “Once you spray the Stay Clean on, that will keep your surfaces clean up to six months” and “So you only have to clean your windows once every six months”;
3. “It repels the water from your car windscreen; here we go, we have a video here to show it and so you only have to use your windscreen wipers intermittently” and
4. “There’s no acids in it” while using Pro Clean.

ADJUDICATION:

1. Upheld

QVC submitted a study that PermaClear maintained had been conducted with due diligence by a professional independent testing house. PermaClear added that they were not aware of any British Standards or recognised tests for this type of study. The study compared a treated panel of glass with an untreated one. The study stated that PermaClear had “reduced the likelihood of contaminants adhering to it”.

The ASA consulted an expert who stated that the products would coat the glass with a silicone film that would make it able to repel water and dirt much better than glass washed only with water but the study had not proved that “anything that comes into contact with the glass will ... fall straight off it”. Also, he noted problems with the testing: only one person had assessed the cleanliness of the glass panels; the panels were compared with each other, not with a freshly cleaned one, and the study did not demonstrate that the dirt was the same as the dirt that accumulates on windows. We did not accept the test results as evidence of the product’s ability to repel dirt and concluded that the ad was misleading.

2. Upheld

The study sought to demonstrate how PermaClear remained effective for up to six months by using an “accelerated weathering method” in which samples of treated glass and untreated glass were placed in a cabinet and left for 18 days. The testing laboratory claimed that was the equivalent of 30 months of normal exposure. The study stated that “the panels under test did indeed remain much cleaner than those that had not been treated”.

The ASA’s expert explained that the study did not explain why the conditions in the cabinet had made such a projection meaningful. He pointed out that the study had not stated that panels washed with PermaClear remained entirely stain free. The expert recommended that, because the tests were conducted in August 2003, PermaClear should have produced evidence from a proper six-month weathering study since then. We considered that the study had not proved that PermaClear kept windows clean for six months and we concluded that the ad was misleading.

3. Upheld

PermaClear claimed that a reasonable viewer would realise the film clip was a simulation of the expected performance of the product. The expert advised us that the study was inadequate to support the claims and a more rigorous study was needed. We considered that the ad should have been made clear that the car’s windscreen was computer generated. We noted the evidence to support the challenged claim was derived from a test carried out on three cars in an eight-day period at the end of July 2003 in a record-breaking heat-wave summer. The drivers in the study reported that at low speed, in rain, the need to use the windscreen wipers was “greatly reduced” and at higher speeds the benefit was even greater, “more often than not negating the need to use the windscreen wipers at all”. The expert advised that the rain would have been better simulated using more rigorous methods of testing. We considered that the claim “you only have to use your windscreen wipers intermittently” had not been proved and the ad was misleading.

4. Not Upheld

QVC explained that Pro Clean contained no acids. PermaClear stated that Stay Clean contained 0.02% sulphuric acid and PermaClear contained 5% citric acid. The expert advised that the acid levels were low and would not represent a danger to users. We considered that the claim that the product did not contain acid was not misleading.

The ad breached the CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.1 (Evidence). It must not be shown again in its present form and the product should not be advertised without adequate substantiation for the claims made for it.