

COMPLAINT NUMBER	17/001
COMPLAINANT	D Anton
ADVERTISER	AA Insurance
ADVERTISEMENT	AA Insurance, Television
DATE OF MEETING	14 February 2017
OUTCOME	Not Upheld

SUMMARY

The television advertisement for AA Insurance shows a man getting out of his car after a utility vehicle appears to have reversed into it. The front bumper of the man's car has been damaged and is partially detached from the car. The car is parked outside a building which has a roller door as the entrance door. The roller door is open. There are people sitting at tables inside the building.

The Complainant said the advertisement was misleading because the car is illegally parked as it is within one metre of a driveway. The Complainant said insurance policies are rendered null and void if the policy holder has done something illegal and they would not be covered.

The Advertiser said while the entrance to the café in the building may appear to look like a driveway it was not in use as a vehicle entrance but as a pedestrian entrance to the café.

The Advertiser said if the driveway was being used as a vehicle entrance the driver in the advertisement would still be covered under their car insurance policy. Even if a driver is parked illegally there is no exclusion in their car insurance policies which would make this 'null and void'.

The Complaints Board accepted the Advertiser's explanation and ruled the advertisement was not likely to mislead or deceive consumers and had been prepared with the requisite sense of social responsibility.

Accordingly, the Complaints Board ruled the complaint was Not Upheld.

[No further action required]

Please note this headnote does not form part of the Decision.

COMPLAINTS BOARD DECISION

The Chair directed the Complaints Board to consider the advertisement with reference to Basic Principle 4 and Rule 2 of the Code of Ethics. This required the Complaints Board to consider whether or not the advertisement contained anything which, either directly or by

implication, was likely to deceive or mislead the consumer and if it had been prepared with a due sense of social responsibility to consumers and to society.

The Complaints Board ruled the complaint was Not Upheld.

The Complaint

The Complaints Board noted the concerns of the Complainant that the advertisement is misleading because the car is illegally parked as it is within one metre of a driveway. The Complainant said insurance policies are rendered null and void if the policy holder has done something illegal and they would not be covered.

The Advertiser's Response

The Advertiser said they do not believe the advertisement breaches the Advertising Codes of Practice.

The Advertiser said while the entrance to the café in the building may appear to look like a driveway it was not in use as a vehicle entrance but as a pedestrian entrance to the café.

The Advertiser said if the driveway was being used as a vehicle entrance the driver in the advertisement would still be covered under their car insurance policy. Even if a driver is parked illegally there is no exclusion in their car insurance policies which would make this 'null and void'.

The Advertiser provided a copy of the "Comprehensive Car Insurance Policy", which contained the following:

"What we don't cover

This section explains what your policy does not cover. These exclusions apply to all sections of this policy."

The Advertiser said as there are no specific exclusions for parking illegally they would cover these circumstances.

The Complaints Board Discussion

Having considered all the information provided, the Complaints Board turned to consider whether the advertisement had breached Basic Principle 4 or Rule 2 of the Code of Ethics.

The Complaints Board noted the response from the Advertiser that the entrance to the café was not a driveway and there are no specific exclusions in their comprehensive policy for parking illegally.

The Complaints Board accepted the Advertiser's explanation and ruled the advertisement was not likely to mislead or deceive consumers and had been prepared with the requisite sense of social responsibility.

The Complaints Board ruled the advertisement was not in breach of Basic Principle 4 and Rule 2 of the Code of Ethics or Principles 1 and 2 of the Code for Financial Advertising.

The Complaints Board ruled the Complaint was Not Upheld.

Decision: Complaint Not Upheld

DESCRIPTION OF ADVERTISEMENT

The television advertisement for AA Insurance shows a man getting out of his car after a utility vehicle appears to have reversed into it. The front bumper of the man's car has been damaged and is partially detached from the car.

The car is parked outside a building which has a roller door as the entrance door. The roller door is open. There are people sitting at tables inside the building.

COMPLAINT FROM D ANTON

The ad says the guy is a good driver and when his car is crashed into, they say he is covered and repairs will be made and they will be guaranteed if he sells his car; however, when the car is crashed into, the driver is illegally parked (within one metre of a driveway). Part of insurance policies clauses, states that policies are rendered null and void if a holder is doing something illegal and therefore the incident in the ad would not be covered at all, thus making the ad untrue and misleading. Others may see that the vehicle in the ad is illegally parked and may believe in the same of similar circumstances they would be covered by this insurance company when it is simply not the case and therefore this ad is both untrue and misleading as the context it uses is poorly chosen.

CODE OF ETHICS

Basic Principle 4: All advertisements should be prepared with a due sense of social responsibility to consumers and to society.

Rule 2 Truthful Presentation: Advertisements should not contain any statement or visual presentation or create an overall impression which directly or by implication, omission, ambiguity or exaggerated claim is misleading or deceptive, is likely to deceive or mislead the consumer, makes false and misleading representation, abuses the trust of the consumer or exploits his/her lack of experience or knowledge. (Obvious hyperbole, identifiable as such, is not considered to be misleading).

CODE FOR FINANCIAL ADVERTISING

Principle 1: Financial advertisements should observe a high standard of social responsibility particularly as consumers often rely on such products and services for their financial security.

Principle 2: Advertisements should strictly observe the basic tenets of truth and clarity. Advertisements should not or should not be likely to mislead, deceive or confuse consumers, abuse their trust, exploit their lack of knowledge or without justifiable reason, play on fear. This includes by implication, omission, ambiguity, exaggerated claim or hyperbole.

RESPONSE FROM ADVERTISER AA INSURANCE

AA Insurance is confident that our advertisement does not break the Advertising Codes of Practice for the following reasons:

1. While we understand the entrance to the café may appear to look like a "driveway", we can confirm it was not in use. At the time the TV ad was filmed (26 November

2014), the “driveway” referred to by the complainant was not used as a vehicle entrance but a pedestrian entrance to the café. This setting was not created for the purposes of filming our ad, the café and pedestrian entrance is real.

2. Secondly, if for arguments sake, the driveway was being used as a vehicle entrance, it is incorrect to state the policy would be “null and void” if the driver had their car parked illegally. The example demonstrated in our TV ad would still be covered by AA Insurance with our car insurance policy. Even if the driver was parking illegally, there is no exclusion in our car insurance policies which would make this “null and void”.

Attached is our Comprehensive Car Insurance policy.

All exclusions can be found on page 6 of the actual policy (page 5 of attached pdf) under ‘What we don’t cover under legal liability’ and on pages 15-18 of the actual policy (pages 9-11 of the attached pdf) under ‘What we don’t cover’. There are no exclusions in our policy specifically for parking illegally so we would cover it.

(A copy of the Comprehensive car Insurance Policy is attached)

RESPONSE FROM MEDIA: COMMERCIAL APPROVALS BUREAU

CAB approved this AA Insurance commercial on 13/02/15 with a G classification.

The commercial had been on air for almost two years prior to the time of complaint.

This commercial is fine. It’s a simple 15-second ad promoting car insurance. It uses a simple visual set-up of a car that has been bumped into, without excessive details or extensive claims, as there’s only so much that can be fit into fifteen seconds of video.

CAB doubts that any average viewer will be misled about the nature of car insurance policy or claims procedures, and will appreciate the advertiser’s intent. This view is in part supported by the fact that the ad has played for 22 consecutive months without complaint, while the number of people making insurance claims was surely more than zero.

Because the advertiser has displayed a due sense of social responsibility in the preparation of the commercial, CAB does not believe there is any harm to the public and the complaint should not be upheld.