

<b>COMPLAINT NUMBER</b>	20/390
<b>ADVERTISER</b>	AMI Insurance
<b>ADVERTISEMENT</b>	AMI Insurance Radio
<b>DATE OF MEETING</b>	30 November 2020
<b>OUTCOME</b>	No Grounds to Proceed

**Advertisement:** The voiceover for the radio advertisement for AMI Insurance said "...When your TV unexpectedly walks out the door it's nice to have someone on your side. AMI – on your side."

**The Chair ruled there were no grounds for the complaint to proceed.**

**Complaint:** AMI Insurance claims they will be standing by you when you need them. This is dishonest, when you make a claim to you insurance company is when the company tries to figure out a way not to pay you and you become a legal adversary to them. The proof is the ten years some of us, many of us, are still waiting to get paid by AMI/Southern Response. AMI sold us fraudulent policies which we could never claim on in the event of a major event because they would surely be bankrupt therefore they knew (because they have actuaries ) that they would go bust quickly in the event of a big event. Sure enough AMI went bust immediately after the earthquakes and had to be bailed out by myself a taxpayer along with other taxpayers. Not only did I not get my claim paid but I had to pay for them to get bailed out as well. AMI advertising that they are "there for me" and "in business for 100 years" are lies and offensive and dishonest. The advert should be removed or changed to tell the truth. AMI will fight to pay your claim if you make a claim. Until the law states that an insurance company has to legally be on the side of the claimant AFTER an event is claimed upon then any other claim in advertising if false, misleading and offensive to anyone like myself who did not get their claim paid. The recent Supreme Court ruling yesterday show that AMI/Southern Response were dishonest and hid millions of dollars in claim money from the claimants. In my case it was about \$300,000. AMI/Southern Response also spied on myself and others who attempted to help the public get their claim paid. This advert must be removed.

**The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b);**

**Principle 2: Truthful Presentation:** Advertisements must be truthful, balanced and not misleading.

**Rule 2(b) Truthful Presentation:** Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

**The Chair** noted the Complainant's concern the advertisement was misleading. The Chair acknowledged the distress the Complainant has experienced in the wake of the Christchurch earthquakes and the ensuing litigation regarding insurance cover.

The Chair said the likely consumer takeout of the term "AMI – on your side", as used in the advertisement is AMI Insurance is there to support consumers when they need to make an

insurance claim, for example if they have experienced a burglary. The Chair said the term “AMI – on your side” is a brand slogan for AMI Insurance.

The Chair said the slogan is a general statement about the Advertiser and the advertisement was not likely to mislead or confuse consumers.

The Chair said the advertisement did not meet the threshold to breach Principle 2 or Rule 2(b) of the Advertising Standards Code.

The Chair ruled there were no grounds for the complaint to proceed.

**Chair’s Ruling:** Complaint **No Grounds to Proceed**

#### **APPEAL INFORMATION**

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website [www.asa.co.nz](http://www.asa.co.nz). Appeals must be made in writing via email or letter within 14 calendar days of receipt of this decision.