

COMPLAINT NUMBER	22/273
ADVERTISER	AMI Insurance
ADVERTISEMENT	AMI, Poster
DATE OF MEETING	12 September 2022
OUTCOME	No Grounds to Proceed

Advertisement: The poster advertisement for AMI Insurance is promoting their Renter's Contents Insurance. The advertisement has an image of yellow glasses and in large font states "Renter's Contents Insurance for just \$1 a day. " In smaller font on the bottom left corner of the advertisement it states "cover up to \$10,000. \$500 excess applies. Price is for the first year. Policy criteria. Ts & Cs apply."

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

Complaint: "Renter's contents insurance for just over \$1 a day.

For when your glasses want to see other, less forgetful people.

Cover up to \$10,000, \$500 excess applies."

This advertisement appears to breach Rule 2 (b) Truthful presentation of the ASC.

The advertisement implies that should glasses be lost, that they will be covered by AMI's insurance, but the number of renters in NZ with less than \$10,000 worth of possessions who also have glasses valued for more than the excess of \$500 must be incredibly small, if any.

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 was concerned the advertisement was misleading to use an unlikely insurance claim of glasses as an example of the Renter's content insurance cover.

The Chair carefully reviewed the advertisement and noted the offer was for renter's insurance for just over a dollar a day, with cover up to \$10,000 and a \$500 excess. She said the likely consumer takeout of the advertisement would be that glasses are being used as an illustration of something that a renter may claim on.

The Chair said in her view, the glasses had been used to fit with the wording in the advertisement which said "For when your glasses want to see other, less forgetful people".

The Chair said that people who wore glasses and regularly misplaced them would relate to this example. The Chair noted the Complainant's issue with the \$500 excess and the likelihood that many people renting would not own expensive pairs of glasses. The Chair said that while deals were available for standard prescription glasses at a lower cost, depending on the prescription and cost of frames, glasses may be a more significant investment for others, including those who rent. The Chair also took into account information on the excess and the policy limit was in the advertisement.

The Chair did not consider the advertisement met the threshold to be misleading and was not in breach of 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. Appeals must be made in writing with notification of the intent to appeal lodged within 14 calendar days of receipt of the written decision. The substantive appeal application must be lodged with the ASA within 21 calendar days of receipt of the written decision.